

Supplementary Agreement

Between

PACIFIC MARITIME

ASSOCIATION

(For Covered Employers) and

Local 46

of the

INTERNATIONAL

LONGSHOREMEN AND

WAREHOUSEMEN

UNION

(for Los Angeles - Long Beach

Harbor Mechanics)



This agreement dated March 17, 1997 is entered into by and between the **PACIFIC MARITIME ASSOCIATION** on behalf of its members who are signatory hereto and such other members who may become signatories hereafter (hereinafter designated as the "Employer") and the **INTERNATIONAL LONGSHOREMEN AND WAREHOUSEMEN UNION (ILWU) Local 46 in the Port Hueneme** in order to provide for wages, hours, and conditions of employment applicable to employees of the Employer who are assigned to its mechanic's work. This Contract Document covers mechanics in the Port Hueneme.

WITNESSETH:

This agreement dated March 7, 1997 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 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** shall be deemed to be renewed from year to year unless either the Employer or the Union gives written notice to the other party of a desire to amend or terminate at a common termination date with the **ILWU-PMA Pacific Coast Longshore and Clerks Coastwide Agreement** at which time the Supplement may be reviewed and/or negotiated. Said notice shall be given at least sixty (60) days prior to the expiration date.

SECTION 1

1.1 The jurisdiction of mechanics shall be defined in Sections 1.7 and 1.71 of the PCLCD, and limited by Section 1.8 and subsections of the PCLCD.

1.11 This jurisdiction shall include the maintenance and repair of all present and forthcoming technological equipment utilized for cargo handling in accordance with Sections 1.7 and 1.71 of the PCLCD 1.2 There shall be provided in this document the concept of flexibility within the scope of work relative to ILWU mechanics duties in order to provide, furnish and maintain an efficient container terminal consistent with current ILWU-PMA Contracts.

1.2 There shall be provided in this document the concept of flexibility within the scope of work relative to ILWU mechanics duties in order to provide, furnish and maintain an efficient container terminal consistent with current ILWU-PMA Contracts.

1.3 The Employer has the right to contract any work to an outside repair agency when the maintenance cannot be performed by the Employer's maintenance facilities. Reasonable notice to the shop steward, or, in his absence, a member of the bargaining unit shall be given. Copies of contract agreements shall be furnished to the Union upon request.

1.4 This work force is recognized as consisting of skilled craftsmen and will be conducted as such.

1.5 The Employer shall be provided flexibility and use of ILWU personnel with respect to the movement of damaged or deadlined and unserviceable equipment, containers and chassis from and to the container yard for only maintenance, servicing and/or repairs.

1.15 All monitoring of refrigerated containers shall be performed by ILWU mechanics.

1.6 Work may be performed on dock by vendors under bona fide original written manufacturers' warranty on new purchased or leased equipment. Additional service contracts not covered by the original warranty shall not be construed as being bona fide original manufacturer's warranties under this Section. Copies of said warranties shall be furnished to the Union upon request.

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

There shall be no gimmicking by the parties related to manufacturers' warranties. Employers will familiarize member(s) of the workforce on new equipment under warranty. Familiarization shall include the operation and repair of new equipment under warranty.

1.7 A standard shall be established for hiring and certification of a journeyman longshore mechanic.

SECTION 2**HOURS AND SHIFTS**

2.1 The basic workday and workweek shall be the first eight (8) hours worked, exclusive of the meal hours, between 7:00 A.M. and 5:00 P.M. Monday through Friday, provided that any mechanic starting at 7:00 A.M., or earlier, shall be given the option of quitting for the day after eight (8) hours of work if the Employer determines his services are no longer required after 4:00 P.M. Otherwise, the shift shall be guaranteed to 5:00 P.M.

2.11 In the event a regular second shift is established, the basic workday and workweek for the second shift shall be the first eight (8) hours worked, exclusive of the meal hour, between 5:00 P.M. and 3:00 A.M. Monday through Friday, provided that any mechanic starting at 5:00 P.M., or earlier, shall be given the option of quitting for the day after eight (8) hours of work if the Employer determines his services are no longer required after 2:00 A.M. Otherwise, the shift shall be guaranteed to 3:00 A.M.

2.12 In the event an Employer desires to establish a regular third shift (3:00 A.M. to 8:00 A.M.), the conditions for such a shift shall be in accord with the PCLCD unless otherwise specified by the Supplement.

2.13 In the event manning on a shift must be reduced, company seniority shall prevail. If the reduced shift has a need for additional mechanics, the mechanics who were removed from that shift shall have first choice of returning. They shall have that preference of choice for a period of one hundred and eight days (180) from the date that they were removed from that shift.

2.2 Meal periods shall be one hour, as provided for in Section 2 of the PCLCD.

2.21 Mechanics shall not work over five (5) hours without an opportunity to eat unless an emergency situation exists, i.e., crane breakdown. Mechanics required to work over five (5) hours to correct an emergency situation shall be given an opportunity to eat and shall be paid one hour for the meal hour at the shift's prevailing rate of pay.

2.3 The maximum shift shall be nine (9) hours with a one-hour leeway with a maximum of ten (10) hours' work. All hours worked before 7:00 A.M. on the first shift shall be paid at the third shift rate of pay. A mechanic who works through the meal hour as provided for in Section 2.21 above may be worked eleven (11) hours when required to shift or sail a vessel in accordance with Sections 2.442 and 2.444 of the PCLCD. Work on any shift in excess of the nine (9) hours shall be offered to volunteers from that shift who are qualified.

2.31 All overtime will be rotated on hours worked for hours added due to flops on a voluntary basis and all mechanics, excluding leadmen, shall rotate on this list. In case no qualified volunteers accept the work, qualified leadmen shall be assigned to the job. If additional men are required, the low man with appropriate qualifications shall be so assigned.

This Section does not supersede Section 6 of the PCLCD. Any grievance regarding the above language shall be handled on a case-by-case basis and can be referred to an immediate LRC at the request of either the Union or the Employer.

2.4 Shift assignments of employees to a second and/or third shift, and all changes of shift, shall be on a voluntary basis, with all qualifications being equal, the most senior employee having first choice. If no employee volunteers for a second and/or third shift assignment, or a change of shift, the least senior employee with qualifications shall then be so assigned. Shift changes, once effected, shall be for no less than a period of 14 days; emergencies and temporary assignments of less than one week occasioned by illness, injury, or other instances of a similar nature of another member of the same bargaining unit expected.

2.41 If there is a need to have steady personnel change shifts, a notification will be posted on the Mechanics' Bulletin Board with the following information: (1) The shift, (2) whether it is temporary or permanent, (3) what qualifications will be needed.

2.411 The qualifications needed for the shift shall reflect the job that will be performed by the mechanic selected for the position. This shall not prohibit the Employer from assigning the shifted mechanic to other work.

2.42 Temporary positions (2 weeks) shall be posted for 24 hours, and permanent positions shall be posted for 72 hours prior to selection. All posting will be done during the normal workweek.

2.43 On "no-work" holidays as described in Section 5.2 of the PCLCD, longshore mechanics will be available for monitoring of reefer containers. On shifts, involving Stop-Work Meetings by the ILWU, longshore mechanics will be available for monitoring, plugging, and unplugging reefers for receiving and delivery purposes. However, if on either occasion a verified emergency develops, the mechanic shall make the necessary repairs.

2.5 Each employee is entitled to a personal wash-up time five minutes prior to the start of his or her designated meal hour and ten minutes prior to the end of the shift.

SECTION 3

GUARANTEES

3.1 Each registered steady employee shall be guaranteed eight (8) hours of work or pay each day he reports and is turned to. Accompanying the obligation placed upon the Employers to furnish eight (8) hours of work each shift is the obligation on the part of the men to work a full eight (8) hours.

3.11 Steadily employed mechanics shall be paid a weekly guarantee equivalent to forty (40) hours straight time at a rate of pay equal to the basic job classification hourly wage rate.

3.112 The normal workweek for steady employees shall be eight (8) hours per day Monday through Friday. In return for this guarantee weekly monetary sum, the Employer shall have flexibility in the scheduling of the work assignments of his steadily employed mechanics, and that only wages earned for hours worked between 6:00 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 mechanics working day shifts, and only wages earned for hours worked between 5:00 P.M. and 3:00 A.M. and 3:00 A.M. to 8:00 A.M. the next day, Monday through Friday, will be used in computing the compensation as set forth in this Section for steadily employed mechanics working night shifts.

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

3.3 During any week in which a paid holiday, illegal work stoppage, picket lines, or any act of God “force majeure” occurs on Monday through Friday, the weekly guarantee of forty (40) hours shall be reduced accordingly.

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

3.5 Mechanics who are ordered out and dispatched and report for work ready to turn to, but are not turned to, shall receive the four-hour minimum guarantee at the prevailing rate of pay. Steady mechanics who have scheduled weekend work that is canceled prior to the start of the shift shall receive that four-hour minimum guarantee at the straight-time rate of pay.

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

SECTION 4**HOLIDAYS**

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

SECTION 5**WAGES**

5.1 The straight-time rate shall be paid for work in the basic, normal or regular workday consisting of work between 7:00 A.M. and 4:00 P.M. or between 8:00 A.M. and 5:00 P.M. Monday through Friday.

5.2 The overtime rate of pay shall apply to all work performed prior to 8:00 A.M. on nonscheduled early (7:00 A.M.) starts, based on a 14-day scheduling period.

5.3 The overtime rate of 1.5 shall be paid for work performed on weekends (Saturday and Sunday) and all Contact holidays specified in Section 5 of the PCLCD, and all work in excess of eight (8) hours on any one shift.

5.4 Work performed through the normal meal hour shall be paid at the overtime rate.

5.5 Shift differentials: Second shift (Monday through Friday) shall be paid at 1.333333 times the straight-time rate. The third shift (3:00 A.M. to 8:00 A.M.) shall be paid at 1.6 times the straight-time rate.

5.6 Hourly Basic Journeyman Wage Rates Effective: (Also see Wage Schedule Attached for Overtime, 2nd and 3rd Shifts and Leadermen Rates):

0800 June 29, 1996 \$29.22

0800 June 28, 1997 \$30.22

0800 June 27, 1998 \$30.22

5.7 These wage rates establish for ILWU journeymen mechanics, effective July 16, 1996, a skilled differential of 20% above the basic longshore rate of pay.

SECTION 6**PROMOTIONS, TERMINATION, LAYOFF, EMPLOYMENT.**

6.1 Promotions The parties agree to the principle of promotions on the basis of company seniority and qualifications. Qualifications are to be determined by the Employer and shall include competency and ability to perform mechanical skills, or to direct work and mechanic operations, ability to handle men to secure conformance to the Agreement, and to maintain and promote harmonious relations on the job and between parties to this Agreement and the PCLCD. There shall be no favoritism and/or discrimination in promotions and elevations. Mechanics who contend that they should have received consideration for promotion and were passed over may present their grievance to the Joint Port Labor Relations Committee and, if not resolved, their grievance may be submitted to the Area Arbitrator within five days. At the Employer's option, the Union may choose two Union representatives to serve on a Promotions Panel. Employers shall have the final determination regarding qualifications and promotions.

6.2 Layoff Notice Any steady mechanic who is to be laid off shall be given two PMA payroll weeks' notice by his Employer. Should the work opportunity be reduced to such a degree as to necessitate a reduction in the basic complement of men, the last employed in that skilled category shall be the first laid off.

The Employer will notify the Union prior to notification or actual layoff the purpose of discussion to alleviate any problems for either the Union or Direct Employer. The Employer, however, shall not be required to give notice to either the Union or the employee in cases where the employee has been terminated for cause.

6.21 Any steadily employed mechanic terminating his employment for any reason shall give his Employer two payroll weeks' notice. The Employer shall then notify the Joint Port Longshore Labor Relations Committee of the termination.

6.22 Any registered mechanic hired and working for more than ninety (90) calendar days shall be considered a steady mechanic. There will be a progress report every thirty (30) days for probationary employees during this time. The 30-day review will be a joint review with equal representation from the Employers and Union. The employee being reviewed has the right to sit in on this review.

6.23 Should new steady mechanic jobs be offered by an Employer, mechanics laid off under this section shall be offered the first opportunity to return to any job which they are qualified to perform in the reverse order of layoff. Only steady mechanics laid off within one hundred eighty (180) days of the new hiring shall be considered eligible for rehire under this provision. Mechanics returning under this Section who have previously gained seniority shall not have to serve any additional thirty (30) day period, and their previous seniority shall count in regard to future layoffs. No seniority will be accrued by laid-off mechanics during their time off the steady employment roster.

6.24 Notice of return to work shall be given to the qualified laid-off employee as soon as possible or by certified mail, return receipt requested, directed to the last address on record with the Employer who laid off the mechanic. Five days following notification or the mailing of such a letter, if the job is not accepted, the Employer shall be free to offer the job to the next man on their seniority list who is qualified or to a new steady employee.

6.25 Should any qualified laid-off mechanic be unavailable for contacting for a bona fide and legitimate reason, such as an authorized vacation or injury, he may apply for the new steady mechanic job upon his return. Pending the return of such qualified laid-off mechanic, the Employer shall be free to employ the next qualified laid-off mechanic on his seniority list until exhausted, or a new steady employee. Claims for jobs under this provision must be made within thirty (30) days of the occurrence of the new steady mechanic position.

6.26 Seniority shall, also be lost if an employee is laid off for a continuous period of one hundred eighty (180) days.

6.27 Seniority shall also be lost be discharge of the employee from the facility for proven cause (Section 17 of the PCLCD Grievance Machinery) or by an employee's failure to report to work when directed to do so by the Employer without obtaining leave of absence approved by the company and the Union.

6.28 A registered Class "A" or Class "B" longshoreman who loses his seniority as a result of being found guilty of a serious Contract violation under Section 17.8 and Subsections of the PCLCD - theft/pilferage, assault, abusive use of drugs/alcohol, willful destruction of company property, and continual disregard for safety regulations shall be deregistered if the mechanic earned his registration in accordance with the provisions of Section 8 of this Agreement.

6.29 If there is a disagreement between the parties as to the propriety of the discharge, the employee shall have access to the grievance procedure, provided such complaint is filed promptly with the Employer within five (5) working days after he has been notified of his discharge. Union to be notified of the occurrence.

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

6.31 If qualified registered men in numbers requested by the Employer fail to accept jobs and make application, then such individual Employer shall be free to employ non-registered employees to be selected. The Employer will notify the Union before seeking employment as mechanics will submit an application with the Employer who is hiring new mechanics.

6.32 It is recognized by the parties that the workload may vary, calling for the employment of men over and above the basic complement. When such additional men are required, they shall be identified as supplemental labor.

6.33 Orders for supplemental labor shall be placed by the Employer at the ILWU-PMA Dispatching Hall. Supplemental labor shall be dispatched as per local Joint Dispatch Rules.

6.34 Supplemental labor may be continued on the payroll up to 14 days.

6.35 Personnel requested from the Dispatch Hall on a temporary basis shall be required to furnish the basic tools necessary to perform his work assignment. The basic tools shall be as listed:

1. Open-End Wrench - from 1/4" to 1"
2. Combination Wrenches - From 1/4" to 1"
3. 1/2 Drive Socket Set with Bracker Bar - From 1/4" to 1" and also 2" and 6" extension
4. Phillips Screw Drivers - #1 - #2 - #3 - #4
5. Standard Screw Drivers - 3/16" - 1/4" - 5/16" - 3/8"
6. Gripping or Water Pump-type Pliers (Channel Lock)
7. 5-1/2" Standard Pliers
8. 6" Diagonal Cut Pliers
9. 6" Needle Nose Pliers
10. Flat Chisels - 1/4" - 1/2" - 3/4"
11. Punches - 3/32" - 3/16" - 5/16" 12.
12. Crescent Wrench
13. Hacksaw
14. Pry Bar
15. Allen Wrenches - 3/64" to 1/2"
16. Wire Strippers
17. Ball Peen - 8 and 16 oz. Hammers

6.36 Mechanics may transfer from one Employer to another Employer with mutual consent of their Employer provided that the mechanic(s) have appropriate qualifications and that they meet the requirements of the maintenance and repair Herman/Flynn Letters of Understanding dated January 17, 1980 and March 24, 1980.

SECTION 7

VACATION

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

SECTION 8

PROBATION PERIOD AND REGISTRATION

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

8.1 This covers the registration of non-registered M&R employees whose employment is required under Sections 1.7 and 1.71 and who are employed after January 17, 1980.

8.12 The Joint Port Labor Relations Committee may mutually agree to grant Class "B" registration on the first day of the month after completion of three, four, or five months of continuous service with an Employer who is a party to the PCLCD.

8.121 There will be a progress report every 30 days for probationary employees.

8.122 The 30-day review will be a joint review with equal representation from the Employers and Union. The employee being reviewed has the right to sit in on this review.

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

8.14 An individual selected by the Employer for probationary employment must successfully pass the Coastwise ARRO Strength and Agility Test and physical examination prior to the first day of employment. Failure to pass the above requirements shall disqualify an individual for employment.

8.15 They shall be eligible for advancement to Class “A” registration status after six months of satisfactory employment as a Class “B” registrant.

8.16 They shall be restricted to the particular job for which they are employed for a period of not less than five (5) years.

8.17 They shall continue to be restricted to that particular job beyond the five-year period so long as the particular job is available to them, unless released from this restriction by mutual agreement.

8.18 When a mechanic reaches the age of 55 and has 20 vacation qualifying years as a Class “A” longshore mechanic, he may, with the consent of his Employer, return to the Joint Longshore Dispatch Hall.

SECTION 9**JOB CLASSIFICATION**

9.1 The parties recognize the following job classifications:

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

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

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

9.4 If an Employer restricts access to tools and parts, constructs a caged area and designated a specific individual to distribute mechanics tools and parts, a journeyman ILWU mechanic shall be employed as a tool and parts person shall be in conjunction with their duties as a working mechanic. Tool and parts work that was done pursuant to a past practice as of July 1, 1990, may be continued to be done by non-mechanic employees of that Employer, or where otherwise mutually agreed to.

SECTION 10**TOOLS**

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

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

10.2 The Employer shall reimburse each employee for the loss of inventoried (Employer verified) hand tools due to theft, fire, or catastrophe on the Employer's premises, or while in service of the Employer, less fifty dollars (\$50.00) on each such loss, provided that such loss is not caused by the employee's negligence. Questions involving losses of \$50 or less due to negligence are subject to the Contract Grievance Machinery. Claims will be honored only for tools which have been listed on an appropriate inventory form filed with the Employer. Under extended leave of absence, lasting more than 90 days, steady employees must remove their tools from the job site. The Employer will not be responsible for lost or stolen tools during an employee's absence beyond 90 days.

New employees shall have a complete set of tools required by the Employer and submit a corresponding inventory list to their Employer at the time of initial dispatch. The inventory list shall be verified by the Employer.

Current employees shall have the responsibility to complete an inventory list of those tools that are required by their individual employer. Current employees who have not submitted an inventory list shall be allowed a two-hour period, agreed to by the Employer, in which to complete said list.

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

10.4 The Employers shall provide shop uniforms and laundry service to each steady employee (including apprentices) of seven (7) changes per week, per employee, to those who regularly wear their uniforms on the job. Uniforms shall be furnished through a central servicing arrangement and shall be made of cotton. Each employee shall be permitted to change his individual preference of the type of standard shop uniform available (coverall of shop uniform) twice each year, once during the summer months and once during the winter months. Any selection made must thereafter be adhered to until the next regular opportunity to change selection arrives.

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

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

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

10.6 Safety vests that are damaged or soiled on the job shall be replaced by the Employer at the Employer's expense. The damaged or soiled safety vests must be turned in to the Employer in order to receive a replacement. Mechanics shall be required to sign all replaced vests.

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

SECTION 11

STRIKES, LOCKOUTS, AND WORK STOPPAGES

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

SECTION 12

SHOP STEWARDS

12.1 The Employer agrees that members of the Union shall choose from the regular employees a representative or steward to act on behalf of the Union in any capacity assigned to such representative or steward by the Union, provided, however, that such activity on the part of the representative or steward shall not interfere with the normal and regular operations. The company will be notified by the Union in writing as to who the Union shop steward is.

12.2 The Employer shall not terminate from his employ any Union steward without first giving the Union steward without first giving the Union forty-eight (48) hours' notice of such termination. The Employer may terminate a steward for just cause, subject to grievance procedure. In no event shall a Employer discriminate against a steward, by way of termination or otherwise, because of performance of duties.

SECTION 13

JURY DUTY

Time off shall be granted to steady employees employed steady be a company in excess of two years called to jury duty by Local, State, or Federal Government judicial agencies. The Employer will pay the difference between the jury duty pay received and the employee's remaining 40-hour weekly straight-time guarantee at the job classification rate, Monday through Friday. Employees shall notify their Employer immediately upon notification of a summons and/or selection for jury duty. Jury duty pay shall only be applicable to those days when an employee is actually serving on a jury and required to report to the court. Employees requesting jury duty pay shall present to their Employer the receipt and acknowledgment of jury duty service as supplied by the court. In no case shall jury duty pay to any on employee exceed a period of four (4) weeks in any two consecutive calendar years.

SECTION 14

The grievance machinery for mechanics shall be in accordance with the terms and conditions of Section 17 of the PCLCD or where modified by Coast LRC Letters of Understanding.

SECTION 15**DISCRIMINATION**

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

SECTION 16**TERM OF AGREEMENT**

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

SECTION 17**WELFARE AND PENSION PLANS**

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

LETTER OF UNDERSTANDING

April 1, 1998

Letter of Understanding Section 1.7 and 1.71
Registration Port Hueneme Mechanics

This will confirm the following understanding between the parties:

"To implement Sections 1.7 and 1.71 of the Pacific Coast Longshore Contract Document, for those Pacific Maritime Association member Employers' signatory to the Port Hueneme Mechanic Supplementary Agreement agree to grant Class "B" registration to a M&R employee upon completion of three (3) months of continuous service, provided his performance is satisfactory and he is recommended by his employer."

They shall be eligible for advancement to Class "A" registration status after five (5) years of satisfactory employment as a Class "B" registrant. They may be eligible for Class "A" registration status after the completion of 1, 2, 3, or 4 years of continuous service with an employer by mutual agreement through the Coast Labor Relations Board.

Sincerely,
/s/ Paul Russell
Paul Russell
PMA

Understanding confirmed:
/s/ Fernando Basua
Fernando Basua
ILWU Local 46