

SUPPLEMENTARY AGREEMENT

Between

PACIFIC MARITIME ASSOCIATION
(For Covered Employers)

and

ILWU LOCAL #13
of the

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION
(For Los Angeles-Long Beach Harbor Sweepers)

This Agreement dated July 1, 1996 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'S AND WAREHOUSEMEN'S UNION (ILWU) Local 13 in the Los Angeles-Long Beach area in order to provide for wages, hours, and conditions of employment applicable to employees of the Employer who are assigned to its sweepers' work. This Contract Document covers the sweepers in the Port of Los Angeles-Long Beach.

WITNESSETH:

This Agreement dated July 1, 1996 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 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 the 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

Sweepers' duties are defined as the performance of all work presently performed by sweepers and incidental work as directed and/or required by an Employer. Incidental work is clarified as performance of work which is not specifically covered by other Longshore Agreements; such as, but not limited to, the following possible examples:

(a) Sweeping and cleaning places on the dock(s) (by hand or using a machine).

(b) The cleaning of handrails, escalators, and elevators under the Employers' direct control at passenger terminals.

(c) The shifting of vans, cargo, and stevedore equipment when necessary for the performance of sweepers' work.

(d) Picking up of blocks.

(e) Setting up of fences at passenger terminals when directed by the Employer.

(f) The cleaning of rest rooms.

(g) Removing and securing of rails and handrails on gangway level for passenger traffic.

(h) Cleaning of all fences and barricades under the Employers' direct control at passenger terminals.

(i) Establishing all embarkation and debarkation set-ups, including placement of signs, on passenger terminals.

SECTION II - HOURS AND GUARANTEES

(a) The basic, normal or regular workday shall be in accordance with Section 2.1 of the PCLCD.

(b) For any calendar week during which they have been available for forty (40) or more hours, steadily employed sweepers shall be paid a weekly salary of forty (40) hours at the sweepers' rate ~~(basic longshore rate, plus a 2.75% skill differential)~~ (Skill differential of \$2.27 above the basic longshore rate). When directed by their Employer to operate a higher skill-rated piece of equipment, sweepers shall receive the higher rate as designated by Section 4.32 of the PCLCD for the remainder of the shift. This shall be credited against the wages

earned between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, in said calendar week. Such sweepers shall work the hours set by their Employer from day to day as said Employer's needs require within said week, provided, however, that no sweeper shall be required to work a split shift in any one day.

(c) 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 for at the overtime rate. Steady sweepers directed by their Employer to begin work at 7:00 A.M. shall receive nine (9) hours' pay; steady sweepers directed by their Employer to begin work at 6:00 A.M. shall receive ten (10) hours' pay; steady sweepers directed by their Employer to begin work at 5:00 A.M. shall receive eleven (11) hours' pay. Conversely, steady sweepers may be directed by their Employer to work beyond 5:00 P.M., up to a maximum of eleven (11) hours.

(d) Any steady sweeper called out on an emergency basis shall be required only to perform the work necessary to correct the emergency situation and will be paid a four-hour minimum call-out. Such work shall be clearly stated to the sweepers at the time of call-out. An emergency call-out shall be on a volunteer basis. Emergency call-outs are to be on a rotation basis, when feasible.

(e) At terminals that employ four (4) or more steady sweepers on any given shift, one (1) steady sweeper will be designated the lead. The lead sweeper will be selected by the Employer from the existing steady workforce and shall arrive one-half hour before the start of the shift and remain one-half hour after the shift to perform preparatory work including, but not limited to, arranging sweepers' schedules/duties, setting up equipment, and performing other necessary work as outlined in Section 1. The lead sweeper shall receive one (1) hour overtime for performance of these additional duties.

SECTION III - WAGES

The basic rate of pay for sweepers shall not be less than the current basic longshore rate of pay specified in the ILWU-PMA Pacific Coast Longshore Contract Document, plus the ~~lift drivers' skill differential of 2.75% of the basic rate of pay;~~ skill differential of \$2.27. Sweepers shall receive higher skill rates as designated by Section 4.32 of the PCLCD for time that they operate such equipment, as directed by their Employer.

SECTION IV - VACATION AND DISABILITY

When a steady sweeper takes a regular vacation, or is on disability, he may be replaced subject to provisions of LRC Meeting No. 18-80 dated February 6, 1980.

SECTION V - PREFERENCE OF EMPLOYMENT

Preference of employment shall be given to Class "A" then to Class "B" longshoremen registered by the Joint Port Longshore Labor Relations Committee after a letter is posted in the Joint Longshore Dispatch Hall for ten (10) days, and each Employer shall have the right to select any of these men to be a steadily employed sweeper as required by the Bates case settlement. Where qualifications are equal, seniority shall prevail.

SECTION VI - TERMINATION OF EMPLOYMENT

(a) Any steadily employed sweeper may be put on a steady basis at the beginning of any payroll week and may be returned to the Joint Longshore Dispatch Hall at the end of any payroll week. Termination of steady employment, not involving discharge for cause, shall be on the basis of least seniority of employment with the steady Employer. Two-week notice will be given for termination other than discharge for cause.

(b) Should new steady sweepers' jobs be offered by an Employer, the sweepers laid off shall be offered the first opportunity to return to any sweeper job which the Employer feels they are qualified to perform in the reverse order of layoff. Only steady sweepers laid off within sixty (60) days of the date of the new hiring shall be considered eligible for rehire under this provision. Sweepers returning under this Section who have previously gained seniority shall have their previous seniority count in regard to future layoffs.

(c) Nothing in this Agreement shall delete the Employers' right to reduce the number of steady sweepers.

SECTION VII - PROTECTIVE CLOTHING

The Employer will provide and agrees to pay the full cost of providing the rental and laundry of uniforms or coveralls for each sweeper covered by this Agreement, not to exceed six (6) changes per week per sweeper 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 sweeper is responsible for returning all uniforms and coveralls issued him prior to changing his preference. Each sweeper's selection, once made, must be adhered to until the next regular opportunity to change selection. The Employer will also provide and pay for gloves necessary to the performance of each steady sweeper's duties.

SECTION VIII - HAZARDOUS MATERIAL TRAINING

The Employer shall provide hazardous material training to all steady sweepers. When sweepers are directed to clean a spill, they shall be notified as to the nature of that spill.

SECTION IX - ORDERING SUPPLEMENTARY SWEEPER/SHOVELERS FROM DISPATCH HALL FOR BERTH LB-212, BULK FACILITY

Individual longshoremen required for the Berth LB-212 bulk facility may be ordered by the Employer in the category of "Sweeper/Shoveler" from the Dispatch Hall. In addition to the work described in Section 1 of this Agreement, these individuals will be required to perform necessary shovel work as directed by the Employer.

IN WITNESS WHEREOF, this Agreement is executed this 6th day of January 1998 by the duly authorized agents and representatives of the parties hereto.

INTERNATIONAL LONGSHOREMEN'S & WAREHOUSEMEN'S UNION, LOCAL 13

By *John V. Costello*
Title President

By *Daniel H. Miller*
Title Secretary-Treasurer

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

PACIFIC MARITIME ASSOCIATION
By *Timothy J. Kennedy*
Title L.R. Administrator

METROPOLITAN STEVEDORE COMPANY
By *Robert H. ...*
Title V.P.

MARINE TERMINALS CORPORATION
By *Chris A. ...*
Title OPERATIONS MANAGER

STEVEDORING SERVICES OF AMERICA
By *Daniel ...*
Title Terminal Mgr

LONG BEACH CONTAINER TERMINAL
By *Anthony ...*
Title Exec V.P.

MATSON TERMINALS
By *Paul ...*
Title Mgr, Vessel Stevedoring

TRANS PACIFIC CONTAINER
SERVICE

By Frank N. Pisano
Title Regional Vice-President & G.M.

EAGLE MARINE SERVICES, LTD.

By Tom J. Bell
Title Mgr Labor Relations

CENTENNIAL STEVEDORING
SERVICES

By Don Blum
Title General Manager

INTERNATIONAL TRANSPORTATION
SERVICE, INC.

By RS Ph
Title DIRECTOR OF OPERATIONS

RIO DOCE PASHA

By Jeffrey Buz
Title V.P. / G.M.

MAERSK STEVEDORING COMPANY

By Robert Munoz
Title Genl. Admin & Labor Relations Mgr.

CALIFORNIA UNITED TERMINALS

By Mark White
Title Exec V.P.