

**ILWU LOCAL 75
WATCHMEN'S AGREEMENT**

July 1, 1999 – July 1, 2002

AGREEMENT

Between

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION**

Acting on Behalf of Local 75

and

PACIFIC MARITIME ASSOCIATION
*On Behalf of the following San Francisco Bay
Harbor Area employers of ILWU Watchmen:*

American President Lines, Ltd., Metropolitan California
Stevedore Company, Stevedoring Services of America,
Marine Terminals Corporation, Stevedoring Services of
America Terminals, Maersk, Inc., and Centennial
Stevedoring Services

Name _____

Port _____

Local 75 Reg. No. _____

Social Security No. _____

ILWU Watchmen's Agreement
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ILWU WATCHMEN'S AGREEMENT 1999-2002 AGREEMENT

Between

LOCAL 75

of the

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION**

and

**PACIFIC MARITIME ASSOCIATION
(For Covered Employers)**

This AGREEMENT, effective July 1, 1999, is by and between Local 75 of the International Longshore and Warehouse Union, such local hereinafter referred to as the "Union," and the Pacific Maritime Association on behalf of the covered employers of Watchmen, hereinafter referred to as the "Employer."

SECTION 1

RECOGNITION AND JURISDICTION

a. The Employer recognizes the Union as the collective bargaining agent for its security Employees in the San Francisco Bay harbor area who are classified as Watchmen, including Gatemen, Rover Watchmen, Traffic Watchmen, Reefer Watchmen, Dock and Cargo Watchmen, Clockmen, Gangway Watchmen, Hatch Watchmen, and Detainee Watchmen. Watchmen may also be assigned work to drive buses and/or ve-

hicles and to utilize tools and electronic devices in the performance of traditional watchmen's work, as required by the Employers. This Agreement shall cover all watchman security work by covered Employers signatory to this agreement, and those work assignments, which have in the past been assigned by covered Employers to security employees under this Agreement. It is the intent of the contract document to preserve the existing work of such employees.

b. The parties to the Agreement are committed to using ILWU Watchmen as in the past and per the Agreement.

c. In the event of sale or transfer of the ownership of an Employer, the Union shall receive 30 days written notification prior to the sale or transfer of ownership.

d. The parties agree that when monitoring is required for the scanning of passengers or luggage by x-ray equipment owned by Employers, party to this Agreement, such work shall be performed by Local 75 Watchmen.

SECTION 2

DEFINITIONS

For the purpose of this Agreement, the parties shall recognize the following job classifications (Watchmen in the course of their duties may be directed to perform other or additional duties):

a. GATEMAN.

A gateman is a watchmen who is employed to control the entrance and/or exit of persons and vehicles authorized by the employer on a terminal or facility and shall challenge those who are unauthorized following company policy and standing orders.

b. DOCK WATCHMEN, HATCH WATCHMEN, GANGWAY WATCHMEN, CARGO WATCHMEN, BARGE WATCHMEN, DETAINEE WATCHMEN, and CLOCKMEN are watchmen employed to protect the property of their employer against loss by damage, fire, or theft.

c. BUS DRIVERS.

Bus drivers are watchmen who are employed to transport authorized persons to and from vessels and/or other areas on or off the facility designated by their employer.

d. REEFER WATCHMEN.

Reefer watchmen are watchmen who are employed to read, monitor, and plug and/or un-plug reefer units (Reefer unit assignments as they have traditionally been performed).

e. TRAFFIC WATCHMEN.

Traffic watchmen are watchmen employed to control the flow of traffic on or off the facility as directed by their sergeant (when employed).

f. ROVER WATCHMEN.

Rover watchmen are watchmen who are employed to patrol within the boundaries of a terminal or facility.

g. All words, terms or definitions of employees used in the collective-bargaining contract are used as being words of common gender, and not as being words of either male or female gender, and hence have equal applicability to female and male persons wherever such words are used.

h. An individual “Employer” bound hereby is a member of Pacific Maritime Association who is named on the signature page hereof, and shall be an “Employer” under the provisions hereof only for the area or areas as to which he is named on the signature page hereof.

i. SERGEANTS.

Sergeants, when employed, shall be responsible for the direction of the security work force under the direction of terminal management, and shall act as liaison between management and the watchmen except in situations demanding immediate resolution.

SECTION 3

EMPLOYMENT

a. Where there is no steady Sergeant employed at a terminal, a Sergeant shall be employed whenever three (3) or more watchmen are on duty.

b. Whereas the Employer has been assigning the ordering of watchmen to the terminal's Sergeant, he shall continue to do so. The Employer shall determine the number of Watchmen required, and shall direct the working Sergeant (if one is employed) to assign those Watchmen to their duties. If the Union cannot furnish qualified watchmen, the employer may make such arrangements, as he deems necessary.

c. When a watchman is performing various duties, as defined in Section 2 (Job Definitions) during a work shift, he shall be responsible only for the job he is performing at the time of performance.

d. All watchmen must maintain a valid California Drivers License.

e. There shall be no contracting of watchmen's work to any canine security service for the duration of the agreement.

f. When watchmen work is to be performed under this agreement, Local 75 Watchmen, and not others, will be employed to perform that work.

SECTION 4

HOURS

a. A normal work shift shall be eight (8) hours. Watchmen may, however, be required to work extended time before or after a shift when deemed necessary by the Employer. Extended time shall not exceed four (4) hours in any one shift unless there are extenuating circumstances (e.g. fire, HAZMAT incidents, force majeure, dispatch hall exhausted, etc.).

b. Watchmen are entitled to a fifteen (15) minute relief period around the midpoint of each work period involved, having due regard for the continuity and nature of the work.

c. In the event a Relief Watchman fails to report as ordered, the Watchman on duty will continue at the straight time rate of pay, but if it is the Employers' fault, the overtime rate will be paid. If the Relief Watchman is late due to his fault, he will be paid for time worked only. If he is late due to the Employers' fault, the Relief Watchman shall be paid for a full shift at the applicable rate.

SECTION 5

WAGES

a. "Effective 8:00 a.m., July 3, 1999, the hourly rates of pay shall be as follows:

Straight time	\$18.12 per hour
Overtime rate of 1.5 times	\$27.18 per hour

"Effective 8:00 a.m., July 1, 2000, the hourly rates of pay shall be as follows:

Straight time	\$19.12 per hour
Overtime rate of 1.5 times	\$28.68 per hour

“Effective 8:00 a.m., July 3, 2001, the hourly rates of pay shall be as follows:

Straight time	\$20.12 per hour
Overtime rate of 1.5 times	\$30.18 per hour

b. “Working sergeant” differential is \$2.00 per hour above the basic straight time rate effective July 3, 1999.

c. “Reefer Differential” is \$1.55 per hour above the basic straight time rate effective July 3, 1999.

d. Uniform Allowance. Each registered Watchman shall be provided with a one-time payment of \$250.00 as a uniform allowance. Watchmen registered as of September 1, 1984, shall be paid their allowance on October 5, 1984. Watchmen registered subsequent to September 1, 1984, shall be paid their allowance on the first Friday of the month following registration.

e. Uniform Maintenance Fee. Commencing July 3, 1996, each registered Watchman shall be paid a Uniform Maintenance Fee of twenty-five cents (\$.25) per work hour.

f. Employer Contribution to Watchmen's 401(k) Fund

The Employers agreed to contribute to a fund each year of this Agreement an amount sufficient to provide to the 401(k) account of each registered watchman a contribution of \$1.00 per hour. The payment shall be for hours paid by PMA Member Companies signatory to the Agreement for work at watchman occupation codes in the previous contract year up to a maximum of 2000 hours to those who have established a pension qualifying year.

The contribution will be made to each account as soon as practicable following the end of each contract year.

This is subject to the limitation imposed by Sections 401(a), (k), and (m) of the Internal Revenue Code and any other applicable IRS and ERISA regulations.

SECTION 6

RATE OF PAY

a. The work day shall be from 8:00 a.m. to 8:00 a.m. the following day. The work week shall be the same as the PMA payroll week, i.e., 8:00 a.m. Saturday to 8:00 a.m. Saturday.

b. The straight-time rate of pay shall prevail for any work from 8:00 a.m. Monday to 8:00 a.m. Saturday, except that the overtime rate of 1.5 times the straight-time rate shall be paid for any work in excess of eight (8) hours on any one shift.

c. The overtime rate of 1.5 times the straight-time rate shall prevail for any work from 8:00 a.m. Saturday to 8:00 a.m. Monday and from 8:00 am. on a holiday to 8:00 a.m. the following day.

SECTION 7

DAILY GUARANTEES

Watchmen reporting to work as ordered shall receive a minimum of eight (8) hours' work or pay at the prevailing rate, unless they quit or are discharged for cause in which case they shall be paid for actual time worked. Accompanying the obligation placed upon the Employer to furnish eight (8) hours of work is the obligation on the part of the men to shift from one assignment to another for the same Employer.

SECTION 8**REGULAR AND PREFERRED EMPLOYEES**

a. Regular Employees. The Employer shall be permitted to designate and employ regular employees on a steady monthly basis.

(1) Watchmen who work as steady monthly employees shall work the schedule as set by their sergeant (after consultation and approval by their Employer).

(2) If the average shifts per week worked by hall "A" watchmen drops below five (5) shifts, the Joint Port Labor Relations Committee shall review the actual shifts worked by the hall "A" watchmen (all orders placed in the dispatch hall, "flops", and "job returns" will be used to determine average shifts worked per week), the parties shall restrict all steady "B" watchmen to five (5) shifts per week. If the average shifts per week do not increase within 14 days, the LRC shall review the issue, and shall order the steady "B" watchmen to reduce their weekly shifts to four (4) per week. If the average shifts per week do not increase within an additional 14 days, the LRC shall review the issue, and shall order the steady "B" watchmen to reduce their weekly shifts to three (3) per week. If the average shifts per week do not increase within an additional 14 days, the LRC shall review the issue again, and shall order the steady "A" watchmen to reduce their weekly shifts to five (5) per week.

(3) Watchmen shall not work more than one shift on any day unless dispatched under jointly approved dispatch procedures. However, in no instance shall steady watchmen be required to work more than five (5) days per payroll week. A guarantee at a minimum of 173 hours per month at the basic straight-time rate shall be paid to regular watchmen em-

ployed on a steady monthly basis. In any month during which work of five (5) days per payroll week does not provide for 173 hours of work opportunity, the guarantee shall be prorated. Such guarantee shall be paid irrespective of how long an individual is retained during any month as a steady monthly watchman; provided, however, that should such steady monthly watchman be released for cause during any month, the guarantee shall be prorated over the period such employee was retained as a steady monthly watchman.

b. Criteria regarding steady employed watchmen

(1) All "A" watchmen shall be eligible for steady employment.

(2) All "B" watchmen shall work a minimum of one (1) year out of the Union hall, (beginning from their date of registration) before becoming eligible for steady employment unless the positions are declined by hall "A" registered watchmen.

c. The monthly guarantees set forth in **a.** (3) above shall not apply when work is limited due to others being on strike. In such cases the applicable guarantee shall be prorated.

SECTION 9

HOLIDAYS

a. The following holidays shall be recognized: New Year's Eve Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, July 5th - "Bloody Thursday," Harry Bridges' Birthday, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day. When a holiday falls on Sunday, the following Monday shall be observed as the holiday and any other legal holiday that may be pro-

claimed by state or national authority. On Election Day the work shall be so arranged as to enable the men to vote.

b. Paid Holidays. The following holidays shall be recognized as “paid holidays: “Martin Luther King's Birthday, Lincoln's Birthday, Independence Day, July 5th- “Bloody Thursday,” Harry Bridges' Birthday, July 28, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and New Year's Day.

(1) Eligibility for Paid Holidays. Only registered employees are entitled to receive a “paid holiday,” provided:

(a) They have registration status on the date of the “paid holiday,” and

(b) Have worked 1200 hours in the prior payroll year.

(2) Payment. Registered employees eligible for a “paid holiday” shall receive eight (8) hours at the basic straight-time rate of pay. Registered employees eligible for a “paid holiday” shall receive payment, whether they work or not. When registered employees who are eligible for a “paid holiday” perform work on such holiday, their additional payment for working shall be as prescribed in Section 6. Registered employees not eligible for a “paid holiday” and non-registered employees who perform work on any of the paid holidays listed in (b) above shall be paid for working as prescribed in Section 6.

(3) Disbursement. Payment for each “paid holiday” shall be made on that day which is the regular payday for disbursing payroll checks for the payroll week in which the “paid holiday” falls. The Pacific Maritime Association shall be the disbursing agent for such payments.

c. Where a Watchmen has been paid for work in part of the year both by the Union and the Employers, and the total amount thereof qualifies the Watchman for holiday pay per

Section 9 subsection b. (1) (b), he shall be paid in accordance with Section 2.

SECTION 10

VACATIONS

a. In any payroll year each watchmen who is registered and qualified on December 31 of the calendar year in which he earns his vacation shall receive a vacation with pay the following year at the straight time hourly rate to which the employee was entitled on January 1 of the calendar year in which vacations are paid. The computation shall be as follows:

(1) Qualifying hours required for a basic 1-week vacation with pay shall be 800 hours in a payroll year. Qualifying hours required for a basic 2-week vacation with pay shall be 1300 hours in a payroll year. Qualifying hours required for a basic 1-week vacation with pay for watchmen, age 60 or older shall be 700 hours in a payroll year. Qualifying hours required for a basic 2-week vacation with pay for Watchmen age 60 or older shall be 1200 hours in a payroll year.

(2) One additional week vacation with pay if he shall have qualified for at least 2 weeks of basic vacation and in each of any 8 of his past years of service he shall have qualified for at least a 1-week basic vacation.

(3) One additional week's vacation with pay if he shall have qualified for at least 1 week of basic vacation and if in each of any 17 of his past years of service he shall have qualified for at least a 1-week basic vacation.

(4) One additional week vacation with pay if he shall have qualified for at least 1 week of a basic vacation and if in each of any 23 of his past years of service he shall have qualified for at least a 1-week basic vacation.

(5) One additional week vacation with pay if he shall have qualified for at least 1 week of basic vacation and if in each of any 25 of his past years of service he shall have qualified for at least a 1-week basic vacation.

(6) Each week's vacation pay shall be 40 times the employee's straight-time rate of pay except that Watchmen age 60 or over who have 1200 or more qualifying hours during the payroll year shall receive 45 times the straight-time rate per week, and watchmen under age 60 who have 1500 or more qualifying hours during the payroll year shall receive 45 times the straight-time rate per week.

(7) Qualifying hours for vacation purposes shall include all hours for which pay is received, except vacation hours, and paid holiday hours.

(8) Qualifying hours shall be limited to hours paid for by individual employers or parties to this contract document.

(9) Those watchmen who have worked during the payroll year but have insufficient qualifying hours for a vacation due to illness or injury, shall qualify for vacation based on hours worked during the 4 payroll quarters preceding the quarter in which the injury or illness occurred.

(10) Where a Watchmen has been paid for work in part of the year both by the Union and the Employers, and the total amount thereof qualifies him for a vacation, his vacation shall be paid by the Employers and the Union on a pro rata basis.

b. Years of Service Under Item a. 2, 3, 4, and 5:

(1) Continuous absence from employment because of industrial illness or injury arising out of employment under this Contract Document compensated for under a State or Federal Compensation Act shall be considered qualifying time.

(2) Temporary absence from employment due to comprehensible temporary partial disability because of industrial illness or injury shall be considered qualifying time.

(3) Service in the Armed Forces of the United States or employment by the United States as a civilian in longshore operations in World War II and the Korean War that occurs after registration shall be considered qualifying time.

(4) When any watchman is absent less than the full calendar year, he shall receive only proportionate credit for qualifying time.

(5) Watchmen earning a vacation based on item 10 shall have that year considered a year of service.

c. Vacation Procedure

(1) Each registered watchman entitled to a vacation shall take his vacation when scheduled.

(2) A registered watchman whose registration is cancelled after he shall have fulfilled all requirements for vacation during the previous payroll year shall receive vacation pay at the time agreed to by the parties.

(3) If a registered watchman dies after he has worked the required hours for a vacation, his vacation pay will be paid to his widow or beneficiary.

(4) If a registered watchman retired under the ILWU-PMA Pension Plan after he has worked the required hours for a vacation, he shall receive his vacation pay at the time agreed to by the parties as set forth in Item d-4.

d. Administration

Each employer agrees to pay a proportionate share of the vacation pay of each watchman working in the amount of and the eligibility for such vacation to be fixed in accordance with Sec-

tion 10, and the individual share of each employer to be determined as follows:

(1) The individual employer will be liable for a share of the vacation pay payable to every watchman;

(2) The Pacific Maritime Association shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area. Vacation checks will be available for distribution in the first week of March of the calendar year in which the vacations are paid. (This means the first full payroll week in March.);

(3) In addition to the regular distribution of vacation pay checks as set forth above, there shall be two additional vacation pay distributions for vacation benefits earned in the current year for new retirees only. Such distributions shall occur in the first full payroll week in August and in the first full payroll week in December. These current year computations made in August and December shall be based on the prior average port hours;

(4) Any public port or commission may become a party to this vacation agreement by notifying the Union and the Association, prior to the first day of the calendar year in which the vacation is to be taken. Similarly, any or all the Armed Services may become parties. In the event that one or more public ports or Armed Services becomes a party to the agreement, said port(s) or Service(s) shall be placed in the same status as a individual employer member of the Pacific Maritime Association for all the purposes of this Agreement;

(5) Nonmember employers may participate in the vacation plan in accordance with the condition thereon fixed by the Association.

SECTION 11

PENSIONS

a. For Watchmen Retiring on or after July 1, 1999

(1) Effective July 1, 1999, for those registered Watchmen retiring under the ILWU-PMA Watchmen Pension Plan on or after July 1, 1999, increased pension benefit July 1, 1999 \$16.00 per month per year of qualifying service.

(2) Effective July 1, 2000, for those registered Watchmen retiring under the ILWU-PMA Watchmen Pension Plan on or after July 1, 2000, increase the pension benefit by \$5.00 per month per year of qualifying service.

(3) Effective July 1, 2001, for those registered Watchmen retiring under the ILWU-PMA Watchmen Pension Plan on or after July 1, 2001, increase the pension benefit by \$5.00 per month per year of qualifying service.

b. The Employers will agree to provide for increased pensions payable from the ILWU-PMA Watchmen Pension Plan for retirees as follows:

(1) Effective July 1, 1999 - increased pension benefits of \$2.00 per month per year of qualifying service.

(2) Effective July 1, 2000 - increased pension benefits of \$1.00 per month per year of qualifying service.

(3) Effective July 1, 2001 - increased pension benefits of \$1.00 per month per year of qualifying service.

SECTION 12

WELFARE

ILWU Local 75 Watchmen shall be entitled to the same welfare benefits as longshoremen and clerks as provided by the ILWU/PMA Welfare Plan 1999 - 2002 MOU.

SECTION 13

DISPATCH

(1) The ILWU Local 75/PMA shall jointly dispatch Watchmen on a computerized system. The cost of development to be shared 50%/50% (maximum total cost to be \$5,000). The parties need to review and agree on a system, ensuring it follows jointly agreed dispatch rules and procedures. It is the intent of the parties to devise a system that shall dispatch watchmen on a hierarchical basis, watchman with the lowest hours being dispatched first. The hours accumulated by all watchmen shall be “zeroed” monthly. The dispatcher shall provide the joint parties with the daily dispatch roster. This dispatch system shall be monitored by the Joint Port Labor Relations Committee which shall meet within 24 hours to resolve all issues concerning dispatch.

(2) The joint dispatcher shall be paid on an eight (8) hours, seven (7) days per week basis (40 s/t - 16 o/t).

(3) The cost of the dispatch shall be shared on a 60% PMA, 40% Union basis.

SECTION 14

REGISTRATION

a. The Joint Labor Relations Committee shall maintain a registration roster. The roster shall be kept current and employees shall be removed from the roster because of death, retirement, lack of availability and disciplinary action, or for any just cause as determined by the Joint Labor Relations Committee.

(1) Registered watchmen shall, subject to the approval of the Joint Port Labor Relations Committee, be given a leave of absence up to 90 days for extenuating circum-

stances. Registered watchmen who fail to work, except when on approved leave, with facts and reasons for their absence not acceptable to the Joint Labor Relations Committee, are subject to deregistration.

(2) Subject to advance approval by the Joint Labor Relations Committee of each port, registered watchmen may transfer from San Francisco to Los Angeles or vice-versa.

(3) Watchmen who are found guilty by the Joint Watchman Labor Relations Committee of theft, pilferage, broaching, or for aiding and abetting or for any type of stealing of cargo and/or company or personal property shall be automatically deregistered.

b. New Employees

(1) Applications for employment/additions to the Identified Casual and Unidentified Casual List shall be made available through advertisements in the local newspapers.

(2) New employees to be added to the Identified and Unidentified Casual Watchmen List must be jointly agreed to by the Joint Port Labor Relations Committee and shall be subject to a "probationary period" of ninety (90) days. Within the ninety (90) day probationary period, any unidentified casual or identified casual Watchman determined by the employer to be unsatisfactory, may be removed from the Unidentified Casual or Identified Casual List following notification to the Joint Port Labor Relations Committee. Identified Casual Watchmen must attain a minimum of ninety (90) day Watches (shifts) within a period of two (2) years to be eligible for registration.

(3) All new identified and unidentified casual watchmen will be required to successfully complete and pass an interview, a comprehensive medical examination, and drug and alcohol screening test prior to being added to the Iden-

tified Casual Watchmen List. The medical examination shall set forth physical standards (such as eyesight, weight, heart, substance dependence and use) that are required to safely and effectively perform the job of a watchman. The cost of the physical examination shall be borne by the Employers. Identified casual watchmen shall be required to take safety training prior to being dispatched in accordance with OSHA Regulation 3203.

(4) Subject to agreement by the Joint Port Labor Relations Committee, Identified Casual Watchmen who have satisfactorily completed a minimum of ninety (90) shifts may be granted Class "B" registration. Any dispute as to the need for such registration shall be subject to prompt resolution through the grievance machinery, including arbitration. Promotion to Class "A" status will be based on available work opportunity for Class "A".

SECTION 15

BONDING PROVISIONS

Watchmen employed as "regular employees" shall be bonded in accordance with the policy of the Employer and shall be considered unqualified if application for bond is denied by the surety company.

All Watchmen employed or to be employed shall be free of felony convictions for fraud, dishonesty, or narcotics.

SECTION 16

NO DISCRIMINATION

a. There shall be no discrimination in connection with any action subject to the terms of this Agreement either in favor of or against any person because of membership or non-membership in the Union, activity for or against the Union or absence

thereof, or race, color, national origin, religious or political beliefs, gender, sexual orientation, age, Veteran's status, or handicap.

b. Discrimination on account of sex is a violation of Title VII of the Civil Rights Act of 1964 and a violation of the ILWU Local 75 Watchmen's Agreement.

The EEOC has recently issued guidelines to define such discrimination. These include the following:

“Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, or is used as a basis for employment decisions or has the purpose or effect of interfering with work performance or of creating an otherwise offensive working environment.”

The grievance machinery of the ILWU Local 75 Watchman's Agreement is available to any employee who claims that the foregoing policies and guidelines have been violated.”

c. When any watchmen claims that they had been discriminated against in violation of Section 16 of this Agreement, they may at their option and expense, or either the Union or the Employers may at its option and at their joint expense, have such complaint adjudicated hereunder, which procedure shall be the exclusive remedy for any such discrimination.

d. Such remedy shall be begun by the filing of a grievance with the Joint Port Watchman Labor Relations Committee setting forth the grievance and the facts as to the alleged discrimination. Such a grievance shall be timely if presented within 14 calendar days of the occurrence of the alleged discrimination. Such grievance shall be investigated by the Joint Port Watchman Labor Relations Committee at a regular or special meeting of the Committee *(a representative from the Union and

from the Employers [up to a maximum of three from each side]) which the individual involved shall be permitted to appear to state his case, at which time he may present oral and written evidence and argument. A court reporter shall be present to make a complete transcript of the hearing.

Following receipt of the transcript, the parties will schedule a Special Joint Port Watchman's Labor Relations Committee meeting to review the grievance and transcript and make a determination.

e. With respect to any claim of violation of Section 16, the Joint Port Watchman Labor Relations Committee shall extend the time for filing of such claim beyond the time established in Section 16 (c) whenever such extension is necessary because the period of limitation otherwise applicable is determined to be unlawful or because in the judgment of the Committee in the exercise of its sound discretion, such an extension is otherwise necessary to prevent inequity but in no event shall the time for filing claims be extended beyond 6 months from the date of the occurrence of the alleged discrimination.

f. Either the Employers, the Union or the Watchmen may appeal the decision of the Joint Port Watchman Labor Relations Committee. An appeal from the decision of the Joint Port Watchman Labor Relations Committee can be presented to the Area Arbitrator by the individual involved, the Employers or the Union. Any appeal shall be by a written request for an arbitrator's hearing mailed or delivered to the Union and the Employer representatives of the Joint Port Watchmen's Labor Relations Committee if by an individual, or to the individual and the other party's representative on the Joint Port Watchman Labor Relations Committee if by either the Union or the Employers. Such an appeal shall be timely only if such request for an arbitrator's hearing is so filed in writing with the Joint Port

Watchman Labor Relations Committee no later than 14 calendar days after issuance of the decision of the Joint Port Watchman Labor Relations Committee from which an appeal to an arbitrator is taken.

SECTION 17

NO STRIKES, LOCKOUTS, AND STOPPAGE OF WORK

There shall be no strike, lockout or work stoppages for the life of this Agreement.

SECTION 18

TRAINING

a. All watchmen (Identified Casuals, and Class "A" and Class "B" registered watchmen) shall satisfactorily complete Safety, First Aid (including CPR), and Security Awareness Training, not to exceed 1 day per contract year. All hall watchmen shall satisfactorily complete Reefer Training.

b. The parties recognize the Pacific Marine Safety Code, which is written for the longshore industry. Where common hazards are addressed and the P.C.M.S.C. does not conflict with watchmen's functions, the Employers will be guided accordingly.

SECTION 19

LABOR RELATIONS COMMITTEES AND GRIEVANCE MACHINERY

a. The parties shall establish local Labor Relations Committees in San Francisco. The Committee shall meet to resolve grievances, secure conformance to the terms of the Agree-

ment, maintain current employee registration rosters, maintain dispatch procedures and generally administer the Agreement.

b. The Labor Relations Committee shall be composed of one or more men representing the employees and designated by the local Union and one or more representing the Employers and designated by PMA. Each side shall give written notice to the other of their designated Labor Relations Committee representatives and each side shall have one vote.

c. The Labor Relations Committee shall establish rules and regulations governing the conduct of watchmen as well as penalties for the breach of these rules and regulations. However, nothing herein shall restrict the Employer's existing right to discipline or discharge men for intoxication, pilferage, assault, incompetency or failure to perform work as directed, but any man who considers that he has been improperly disciplined or discharged may appeal to the Labor Relations Committee.

d. The Labor Relations Committee shall meet within twenty-four (24) hours upon request of either party to hear any grievance arising under the Agreement. If a satisfactory settlement cannot be reached in this manner, either party may refer the matter for decision to the Area Arbitrator serving under the Pacific Coast Longshore & Clerks' Agreement. The Area Arbitrator's decision shall be final and binding, unless an appeal is made within seven (7) days to the Coast Arbitrator as provided in (e) below.

e. Any decision of the Area Arbitrator claimed by either party to conflict with the Agreement may be referred at the request of such party to the Coast Arbitrator serving under the Pacific Coast Longshore & Clerks' Agreement. The Coast Arbitrator's decision shall be final and binding.

f. Arbitrators' decisions must be based upon the showing of facts and their application under the specific provisions of the

Agreement as written. If an Arbitrator holds that a particular dispute does not arise under the Agreement, then such dispute shall be subject to arbitration only by mutual consent. The cost of arbitration proceedings shall be borne equally by the parties.

g. This grievance machinery shall be the exclusive remedy with respect to any dispute arising under the collective bargaining agreement and no other remedies shall be used by the Union, the Employer or any covered employee until the grievance procedures have been exhausted.

SECTION 20

JOINT WORKING AND DISPATCHING RULES

Joint working and dispatching rules covering local conditions are supplementary to and cannot conflict with this Agreement. Local working and dispatching rules which are in conflict with this Agreement are null and void, and those which are not in conflict with this Agreement can be changed only by mutual agreement.

SECTION 21

ALCOHOL AND DRUG-FREE WORKPLACE POLICY

The parties agree to a policy of maintaining a safe, healthful and efficient working condition for employees and to provide for an alcohol and drug-free work place to respond to the requirement of the Drug-Free Work Place Act and other applicable federal and state laws.

The parties are concerned with those situations wherein use of alcohol/drugs interferes with an employees' health and job performance, adversely affects the job performance of others, or is considered to be detrimental to the industry.

The ILWU and PMA recognize that alcohol/drug problems cause great economic loss and much physical and mental anguish to individuals and families. Persons suffering from those problems can, however, with the aid of an appropriate diagnosis and treatment, be given the kind of help they need to lead normal, healthy lives.

Alcohol and drug screening/testing shall be administered to watchmen:

(1) When involved in a serious accident where there is a reasonable cause to believe that alcohol or drug use may have been involved.

SECTION 22

MISCELLANEOUS

a. When a single employee is assigned to a facility or shift where no other employees are present, the Employer will establish an adequate check-in or monitoring or emergency notification procedure.

b. The Union and the Employer will cooperate in maintaining a safe work place.

c. The Employers will provide protective clothing in conformance with applicable governmental safety and health regulations or company safety rules.

d. Watchmen will not be required to perform work that violates applicable government safety and health regulations or company safety rules.

e. The Employers will provide adequate toilet facilities and drinking water.

f. The Employers will post at each facility where watchmen are regularly stationed a notice of the following safety information:

- (1) Location of nearest fire extinguisher and first-aid kit;
- (2) Procedure for notification to authorities for fire, medical emergency, safety or security problems;
- (3) Company procedures pertaining to use of two-way radios and/or emergency notification equipment.

g. Contract and port supplement to be printed in a bound book and paid 50/50 by the joint parties.

h. Start time for day shifts will be between 0500 and 0800; start time for swing shifts will be between 1300 and 1600; start time for night shifts will be between 2100 and 2400.

SECTION 23

MODIFICATION

No provisions or term of this agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

SECTION 24

RETROACTIVITY

The wage rates set forth under "I. Section 5 - Wages" of the Memorandum of Understanding shall be retroactive to 8:00 a.m., July 3, 1999 if the Association has received official notice from the Union on/or before October 30, 1999 that the Contract has been ratified.

SECTION 25

TAX APPROVALS

Pension and Welfare revisions are all subject to and conditional upon receipt of satisfactory tax rulings, if such is necessary, from appropriate Federal and state agencies. If unsatisfactory rulings are received, the parties will meet to

make required changes in the Plan (s) to comply with the rulings.

SECTION 26

TERM OF AGREEMENT

This Agreement shall remain in effect until 5:00 p.m., July 1, 2002, the date coinciding with the termination of the Pacific Coast Longshore and Clerks' Agreement, and shall be deemed renewed from year to year after such termination date unless either party gives written notice to the other of a desire to modify or terminate the same, and such notice of modification or termination shall be given in writing not less than sixty (60) days prior to the expiration date.

SAN FRANCISCO BAY AREA WATCHMEN'S WORKING AND SUPPLEMENTAL RULES

These rules, executed and agreed to by Local 75 of the International Longshore & Warehouse Union and Pacific Maritime Association, and on behalf of its covered Employers, are a supplement to the Pacific Coast Watchmen's Agreement and cover working conditions in the San Francisco Bay Area. This Agreement shall remain in effect until 8:00 a.m., July 1, 1999, and shall be deemed renewed from year to year after such termination date unless either party gives written notice to the other of a desire to modify or terminate the same, and such notice of modification or termination shall be given in writing not less than 60 days prior to the expiration date. If the Pacific Coast Watchmen's Contract modifies any rules contained herein, the rules shall be so modified; also, if the Pacific Coast Watchmen's Agreement conflicts with any rules contained in this document, the rules contained herein shall be null and void

SECTION 1

DEFINITION - STATUS QUO

- A.** All other classifications existing as the result port practice which are not listed in Section 1 of the Agreement, shall remain in effect on a company by company, installation by installation basis.
- B.** Any Watchman may be assigned incidental duties in connection with his specific duties. "Incidental" in this con-

text is meant to signify a minimum of time spent at those incidental duties.

- C. Any guard may relock and/or reseal any cargo shed or container to maintain the security of that shed or container at the direction of the Employer.
- D. The term “Status Quo” is used in that same context as in the “Coast Agreement”.
- E. It is understood that the employee definitions contained herein are interchangeable will equal applicability to either male or female employees.
- F. All candidates for Unidentified Casual Watchmen status are required to obtain an Oakland Private Patrol Permit prior to being jointly recognized and added to the Casual Watchmen's list and be eligible for dispatch.

SECTION 2

DISPATCH SEQUENCE

1. First preference of employment shall be given to registered “A” Watchmen who are available for dispatch from their respective dispatch sheet (day dispatch sheet for day and swing shifts and night dispatch sheet for night shift jobs) beginning with the Watchmen with the fewest hours. The starting times for jobs dispatched on the day dispatch sheet will be 5:00 a.m. to 5:29 p.m.
2. Second preference of employment shall be an extra board for registered “A” Watchmen beginning with the watchmen with the lowest registration number (seniority) except for those hall “A” registered watchmen who did not have a job opportunity and requested to be placed on the extra board, with the understanding they would be entitled

to the first job that became available to the extra board. Registered “A” Watchmen shall make themselves available on the extra board for extra work by calling the Joint Dispatcher.

3. Third preference of employment shall be registered “B” Watchmen beginning with the Watchmen with the fewest hours. Registered “B” Watchmen shall be available for all shifts.
4. Fourth preference of employment shall be a “B” extra board for registered “B” Watchmen beginning with the watchman with the lowest registration number (seniority). Registered “B” Watchmen shall make themselves available on the extra board for extra work by calling the Joint Dispatcher.
5. Fifth preference of employment and dispatch shall be given to the Identified Casual Watchmen List beginning with Identified Casual Watchmen with the fewest hours.
6. Sixth preference of employment shall be a Identified Casual Watchmen extra board for Identified Casual Watchmen beginning with the Watchmen with the lowest hours. Identified Casual Watchmen shall make themselves available on the extra board for extra work by calling the Joint Dispatcher.
7. Seventh preference of employment and dispatch shall be given to the Unidentified Casual Watchmen List beginning with the Unidentified Casual Watchmen with the fewest hours.

SECTION 3

DISPATCH PROCEDURES AND RULES

1. Watchmen dispatched through the dispatch hall will be dispatched in “low-man out” sequence based on the number of hours they worked in a one-month period. The Watchman with the fewest hours worked will be dispatched first followed by the Watchmen with the next fewest hours worked, and so forth. A record of hours worked will be maintained for each Watchmen. Watchmen will accumulate 8 hours for each weekday dispatch and 12 hours for each weekend dispatch regardless of the actual hours worked. The dispatch sheets will list all Watchmen who are eligible for dispatch from the dispatch hall. Day and night dispatch sheets will be maintained separately. New day and night dispatch sheets will be created at the beginning of each new monthly period to list all Watchmen available to be dispatched for the new month. The one-month period shall begin at 8:00 a.m. on the first Saturday of each new month period.

Watchmen absent for a reported vacation, illness, injury, personal leave of absence, or disciplinary time off will be listed as unavailable on the dispatch sheets and will be credited with a number of hours equivalent to the average hours worked by Watchmen on their respective sheets during the period of their absence to determine their position in the dispatch sequence.

2. Watchmen who “flop” (decline to accept a job assignment when they are listed as available) will receive 8 hours as a penalty (for each weekday job) or 12 hours (for each weekend job). They will be on non-dispatch for three shifts starting with the shift that was declined. No Watch-

men will be “flopped” for declining a job assignment that starts less than 8 hours after the finish of the Watchmen's previous job assignment. Watchmen who 'turn back a job' (After first accepting the job assignment) or are 'no shows' will receive 16 hours as a penalty (for each weekday job) or 24 hours (for each weekend job). “They will be on non-dispatch for six shifts starting with the shift that was declined.” If more than one Watchmen has an equal number of hours, dispatch preference will be given to the Watchmen with the lower registration number (seniority). Hours will be accumulated for each job dispatched as well as any penalties. Steady Watchmen wanting extra work will contact the Joint Dispatcher the same day they are available for dispatch to extra work and be placed on the extra board.

3. Watchmen dispatched through the dispatch hall will be considered available for all Watchmen work, (reefer work requires certified training) on a daily basis, unless they notify the Joint Dispatch Hall prior to being dispatched that they will not be available for work on that day. Watchmen are allowed two days off a week (8:00 a.m. Saturday through 8:00 a.m. Saturday). Watchmen notifying the Joint Dispatcher that they are not available for dispatch on a given day will accumulate 8 hours per day until they have taken their permitted two days to insure equalization hours for dispatch purposes. While on non-dispatch the watchmen will not be allowed to put themselves on the extra board.
4. Employers must place all orders for Watchmen with the Joint Dispatch Hall by 11:00 a.m. for swing shift orders and 3:00 p.m. for all day and night shift orders.

- 5.** The Joint Dispatch Hall will dispatch all Employers' orders in the following manner: Day and swing shift jobs will be dispatched from the day dispatch sheet, night shift jobs from the night dispatch sheets. If either the day or night dispatch boards are exhausted, the job will be dispatched to the extra boards in the agreed sequence.
- 6.** The Joint Dispatch Hall will dispatch Watchmen from the dispatch sheets in low-man (lowest hours worked) sequence. Watchmen will not be allowed to choose their specific job assignments except for jobs dispatched from an extra board.
- 7.** Employers will place all Watchmen orders with the Joint Dispatcher and indicate the specific location where the Watchman should report, and/or give the name of a specific individual the Watchman is to report to for their job assignment. The Employers will also indicate, when pertinent, specific Watchmen tasks that need to be performed (i.e., plugging and unplugging reefers, operating an x-ray machine.) All Watchmen are required to perform all Watchmen work (except for unplugging and plugging reefers jobs which requires completion of agreed training) and can be shifted to any work as required by their employer.
- 8.** Watchmen listed on the dispatch sheets will be contacted by the Joint Dispatcher for job assignments. Watchmen may, at their option, use a "pager" to be contacted or an answering machine. Watchmen will be allowed two contact numbers. Watchmen will be allowed 20 minutes to respond to either a "page" or dispatching telephone call from the Joint Dispatcher for a job. Failure to respond or telephone the Joint Dispatcher within 20 minutes of a

“page” or telephone call message will be recorded as a “flop.” The job will then be immediately re-dispatched to the next Watchmen low-man out sequence.

- 9.** The Joint Dispatch Hall will maintain all dispatch records and send them to the Joint Port Watchmen's Labor Relations Committee on a weekly basis. Any dispute or error in dispatching caused by the Joint Dispatch Hall shall not result in lost work opportunity claims or payments. The parties will immediately meet to correct or resolve any dispatch problems that may result in lost work opportunity claims.
- 10.** Watchmen failing to make themselves available for dispatch or who fail to show up on the job will be penalized under the Joint Port Watchman Disciplinary Rules.
- 11.** Watchmen dispatched through the dispatch hall who plan to be off work for one week or more for vacation or leave of absence, must report their planned absence to Joint Port Watchmen Labor Relations Committee (JPWLRC) by no later than the Thursday prior to the week they plan to be absent. Failure to properly notify the JPWLRC of a planned absence in advance will be a violation of the Port Supplementary Disciplinary Rules. Absences due to an emergency or for circumstances beyond the control of the Watchman will be considered excused absences if they are verified and substantiated (with documentation) by the Committee.
- 12.** Watchmen switching from the day dispatch sheet to the night dispatch sheet or vice versa, must notify the Union by no later than the Thursday prior to the week they plan to switch. Watchmen will only be allowed to switch between dispatch sheets once a month unless mitigating cir-

cumstances convince the Committee to grant the request. Watchmen switching from on dispatch sheet to the other who have worked less than the average hours worked by Watchmen on the dispatch sheet they are switching to, will be credited with the average hours worked instead of their actual hours worked.

SECTION 4

DAILY GUARANTEE

If a Watchman reports to the job late and is turned to, it is understood that he will be paid per Section 4, Item c. of the Master Agreement.

SECTION 5

DISCIPLINARY PROCEDURES

- A.** The Joint Labor Relations Committee shall have the power to discipline Watchmen for cause. The schedule of penalties listed below have been agreed to by the parties, and upon filing and verification of the written complaint, the Joint Committee shall impose the penalties to modify the penalty or penalties under unusual circumstances.
- 1. Under the influence and/or use of drugs or intoxicants on the job.**

The following procedure is adopted in order to facilitate the processing of intoxication complaints:

 - a.** Any man found to be in an intoxicated condition or under the influence of intoxicants on the job will be fired immediately.
 - b.** If the man believes that the firing for intoxication was unjustified, he shall call his business agent immediately, and the business agent and

the direct representative of management shall at that point agree or disagree as to the man's sobriety.

- c. If, however, the discharged man fails or chooses not to follow the procedure in step (b) then it can be assumed that he has no defense and was justifiably discharged.

PENALTY

1st Offense: 10 - 30 Days suspension from work
2nd Offense: 30 - 50 Days suspension from work
3rd & Subsequent Offenses: Discretionary

2. Pilferage

PENALTY

After the determination of guilt, the minimum penalty shall be one year suspension from work and the maximum penalty may be deregistration.

3. Leaving Post Temporarily Without Employer Permission, Personal Needs Excepted

PENALTY

1st Offense: 3 - 7 Days suspension from work
2nd Offense: 5 - 15 Days suspension from work
3rd & Subsequent Offenses: Discretionary

4. Walking Off The Job Without Permission Or Relief

PENALTY

1st Offense: 15 - 25 Days suspension from work
2nd Offense: 20 - 30 Days suspension from work
3rd & Subsequent Offenses: Discretionary

5. Assault (Physical Contact Except In The Line Of Duty)

PENALTY

1st Offense: 6 Months suspension from work

2nd Offense: Discretionary

6. Failure To Report And Failure To Perform Job Properly

PENALTY

1st Offense: 3 - 7 Days suspension from work

2nd Offense: 10 - 30 Days suspension from work

3rd & Subsequent Offenses: Discretionary

7. Reporting To Job Without Proper Uniform, Including Hard Hat

PENALTY

Men are not to be employed until he reports in proper uniform as described in Section 6. Time lost to be deducted from guarantee.

8. Sleeping On The Job

PENALTY

1st Offense: 15 - 45 Days suspension from work

2nd & Subsequent Offenses: Discretionary

9. Failure To Follow Instructions Not In Conflict With The Master Agreement And Port Working Rules

PENALTY

1st Offense: Warning

2nd Offense: 3 - 7 Days suspension from work

3rd & Subsequent Offenses: Discretionary

10. Smoking In Unauthorized Area*PENALTY*

1st Offense: 10 - 20 Days suspension from work
2nd Offense: 15 - 20 Days suspension from work
3rd & Subsequent Offenses: Discretionary

11. Improper X-Ray Machine Monitoring*PENALTY*

1st Offense: 15 - 25 Days suspension from work
2nd Offense: 20 - 30 Days suspension from work
3rd & Subsequent Offenses: Discretionary

12. Non-Availability For Dispatch And Work

Registered Watchmen - are required to be available a minimum of five days a week (two days a week off permitted by Agreement) for dispatch to any of the three shifts. Failure to be available for dispatch without an approved leave of absence or due to extenuating circumstances approved by the LRC Committee is considered being non-available for work.

PENALTY

1st Offense: Warning
2nd Offense: 7 - 15 Days suspension from work
3rd Offense: Deregistration

Identified Casual Watchmen are required to be available seven days a week, all three shifts. Availability is defined as being willing and available when called for a work opportunity.

PENALTY

Failure to be available when needed (called) for three work opportunities will result in a warning. Failure to be available when needed (called) for an additional

three work opportunities will result in being removed from the Identified Casual Watchmen List. Availability will be monitored by the Joint Port Watchmen's Labor Relations Committee monthly.

13. Bypass Dispatch Hall. Any Watchman found bypassing the dispatch hall to work a shift or consecutive shift is violating the agreed to Joint Watchmen Dispatch Procedures and Rules.

1st Offense: 7 Days suspension from work

2nd Offense: 30 Days suspension from work

3rd Offense: 6 months suspension from work

- B.** It is further agreed that the above disciplinary schedule shall not be construed so as to preclude the Labor Relations Committee from assigning penalties for other violations which are not designated above. Within thirty (30) days following the expiration of the Agreement, any man found guilty of offenses under the foregoing provision may request, through the Union, that the record of offense be expunged from his file. The Labor Relations Committee may, by mutual agreement, assent to such a request. In the event the parties are unable to agree, they shall not consider offenses in a man's work record that predate by four (4) years or more, the date of the current offense, with the exception of offenses involving pilferage and assault.

If the Joint Committee, or Area Arbitrator, finds a Watchman guilty of violating either items 1, 3, 6, 8, or 9 above, the Watchman, in addition to the penalty prescribed therefore, may be placed on non-dispatch to the respective Employer for a period of not less than thirty (3) days nor more than sixty (60) days, suspension time inclusive.

- C.** Time Limit On Claim/Complaints

Employer complaints or Union claims shall be submitted in writing no later than fifteen (15) days following the date of the incident. Following submission, claims/complaints shall be introduced into the Labor Relations Committee step of the Grievance procedure no later than thirty (30) days. The parties by mutual agreement may extend these deadlines.

EXCEPTION: The time limit shall not apply to charges involving pilferage or assault.

A complaint filed by “fax” (facsimile machine) from an Employer within fourteen (14) days time limit is acceptable under terms of the agreement.

SECTION 6

REGULATION UNIFORM

The parties agreed that all watchmen must wear a regulation uniform as determined by the Joint Port Watchmen Labor Relations Committee.

SECTION 7

Any Watchman who is not a member of the Union shall be permitted to use the dispatching hall only if he pays his pro rata share of the expenses related to the dispatching hall, the Labor Relations Committee, etc. The amount of these payments and the manner of paying them shall be fixed by the Labor Relations Committee.

Date: October 4, 1999

*Pacific Maritime
Association*

on behalf of the
following Employers
of the ILWU Watchmen:

American President Lines
Metropolitan California
Stevedoring Company
Stevedoring Services of America
Stevedoring Services of America Terminals
Marine Terminals Corporation
Centennial Stevedoring Services
Maersk, Inc.

*International Longshore
and Warehouse Union
San Francisco Bay Harbor
Area ILWU Local 75*

/s/ Thomas Edwards
(*For Covered Employers*)

/s/ Rene C. Susim
(*For the Union*)

LETTERS OF UNDERSTANDING

November 11, 1996

Mr. Phillip Saylor, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding

Watchmen Maintaining A Valid California Driver's License

During the 1996 negotiations, the parties discussed watchmen maintaining a valid California driver's license. It is the intent of the parties that any watchmen losing their driver's license shall inform the Union and Employers. Such watchmen shall not be dispatched or accept watchmen jobs requiring company vehicles to be driven.

Yours truly,

/s/ Thomas Edwards

Senior Labor Relations Administrator

Understanding Confirmed:

/s/ Phillip L. Saylor

(On behalf of the Union)

c: Signatory Member Company

November 11, 1996

Mr. Phillip Saylor, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding

Watchmen Plugging and Unplugging Reefers

During the course of negotiations, those Employers hiring reefer watchmen to plug and unplug reefers (MTC and SSA) agreed subsequent to the ratification and implementation of the new agreement, but by no later than December 31, 1996:

1. Write “How to Manuals” on the procedures to be followed as a “reefer watchman” at each of the terminals using reefer watchmen to plug and unplug reefer and monitoring of reefers.

2. Establish an eight (8) hour training program between MTC and SSA to certify as qualified watchmen eligible to take reefer jobs to plug and unplug reefers.

3. Watchmen successfully completing reefer training (plugging and unplugging reefers) will be required to take those reefer jobs. Failure to take such reefer jobs will result in a “flop”.

4. MTC and SSA agree to pay an additional \$0.80 per hour above the basic straight-time rate for watchmen hired to plug and unplug reefers.

The issue of securing ladders when they are used during reefer monitoring and plugging and unplugging will require all ladders used to meet proper safety requirements as contained in the Pacific Coast Marine Safety Code.

Yours truly,

/s/ Thomas Edwards

Senior Labor Relations Administrator

Understanding Confirmed:

/s/ Phillip L. Saylor

(On behalf of the Union)

c: Signatory Member Company

September 8, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
Traffic Watchmen

The parties recognize “Traffic Watchmen” as work to be assigned to watchmen as needed and determined by the Employer. In emergency situation, others may temporarily assist in traffic situations.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

August 31, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
Working Sergeant

The parties understand and agree the term sergeant wherever it appears in the Agreement stands for “working sergeant”, which means he performs all watchman assignments as directed by the Employer.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

September 2, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
Section 3(c)

The parties understand that when a watchman is performing various assignments, he is accountable and responsible for the particular period of time the work assignment that was being performed.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

September 8, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
Monthly Safety Meetings

The goal of the parties is to provide safe working conditions for watchmen on the job, as well as ensure watchmen work in a safe manner. Therefore, the Employers and Union will meet monthly to discuss various safety issues and concerns raised by either party.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

August 27, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
Section 16 - No Discrimination

The parties are committed to investigating and resolving all claims of discrimination raised per Section 16 of the ILWU-PMA Watchmen's Agreement. The parties will review and may adopt any proposed revised claims of discrimination procedures and guidelines adopted by the ILWU and PMA Coast Labor Relations Committee, which will create a more efficient timely, and equitable resolution to such claims.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

September 8, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
Section 22

The parties, during negotiations, discussed the Union's demand for two watchmen per shift to each terminal while a vessel is worked or terminal yard activity is present. The Union raised concerns about safety having a single watchman employed in such situations. Following discussion of the issue and Section 13 dispatch, the Employers agreed to language concerning dispatch Section 13 contained in the Memorandum of Understanding based on the agreement the Union withdrew their demand for a minimum of two watchmen per terminal and the Employers will develop and address the safety issues and concerns raised by the Union.

Yours truly,

/s/ Thomas Edwards

Assistant Area Manager DISCIPLINARY PROCEDURES

Understanding Confirmed:

/s/ Rene Susim

(On behalf of the Union)

c: Signatory Member Company

September 8, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding

Section 22 - Emergency Response Plan

At each facility where watchmen are regularly stationed. The Employer shall post at the main gate watchmen station a copy of the Emergency Response Plan for the facility.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

September 8, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
ILWU-PMA Watchmen Pension Plan

Revised Assumptions and Methods
July 1, 1999 Valuation

During the course of negotiations, the parties discussed increases of pension benefits to actives and retirees. The parties agreed to those increases with the understanding the “Revised Assumptions and Methods - July 1, 1999 Valuation” recommended by Ms. L. A. Black of the Segal Company in a letter dated August 26, 1999 be implemented by the trustees.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

September 8, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding

ILWU-PMA Watchmen 401(k) Plan Demands

During the course of negotiations, the parties agreed to the Letter of Understanding dated July 14, 1999 between the Union and PMA concerning ILWU-PMA 401(k) Plan demands.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

July 14, 1999

Mr. Jim Spinosa, Vice President
International Longshore
and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

Letter of Understanding
ILWU-PMA 401(K) Plan Demands

Dear Mr. Spinosa:

This will respond to Section III.D of the Union's Demand dated July 12, 1999, Items 1 to 5 and 7 to 8, relating to administrative changes to the ILWU-PMA 401(K) Savings Plan.

The Employers agree that the ILWU-PMA 401(k) Plan is a savings plan that is now and forever separate from the ILWU-PMA Pension Plan. The ILWU-PMA 401(k) Plan is a supplemental savings plan that is not considered by the Employers as a substitute for the Pension Plan.

The Employers agree that the Savings Committee and the Union may, at any time, jointly agree to change, add or terminate any Investment Fund and, accordingly, agree to the Union's request that the Committee and the Union investigate additional investment managers. The Employers also agree to amend the Plan to permit hardship withdrawals as permitted by IRS standards and to permit distributions at Age 59-1/2 as permitted by law but not to permit participant loans.

Because the Plan has been designed to permit elective deferrals only in whole dollar per hour amounts, the Employers are willing to amend the Plan to increase the maximum rate of elective deferral from \$5 per hour to \$6 per hour upon ratification, and to \$8 an hour effective January 1, 2000.

Finally, the Employers are willing to investigate what would be involved in converting the Plan to a “multiple employer plan” that would permit participation by the Union's officers.

Very truly yours,

Joseph N. Miniace
President and CEO

Understanding confirmed:
Jim Spinosa, Vice President

August 31, 1999

Mr. Rene Susim, President
ILWU Local 75
4 Berry Street
San Francisco, CA 94107

Letter of Understanding
SSA Terminals Berth 33 - Oakland

During the course of 1999 negotiations, the parties discussed Stevedoring Services of America Terminas ("SSAT"), through its parent Stevedoring Services of America (SSA), assuming the liabilities of Matson Terminals, Inc. (MTI). SSAT has assumed, with regard to the ILWU Local 75 Watchmen's Agreement, the obligations, rights, and responsibilities of the collective bargaining agreement between MTI and the ILWU Local 75 with an effective date of July 10, 1999. This assignment and continued assignment of work is made pursuant to the relevant collective bargaining agreement and the custom and practice in the industry.

Yours truly,

/s/ Thomas Edwards
Assistant Area Manager

Understanding Confirmed:

/s/ Rene Susim
(On behalf of the Union)

c: Signatory Member Company

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