

LOCAL 13 CRANE TRAINING PROGRAM

Dated February 20, 2015

For the modifications to establish an Advanced Crane Training Program, provide expedited training processes and ensure that Skilled III Crane jobs are filled by Trained/Certified individuals, the Union demands an agreement on the following package:

1. That the Parties agree to the Proposed ILWU-PMA Crane Training Program attached.
2. That PMA commits to train a minimum of 250 crane operators immediately, at a pace of no less than 100 per year.
3. PMA shall commit to the purchase of four (4) crane simulators (*Vortex*) for the ILWU-PMA Crane Training Program and immediately train a Local 13 member as a jointly agreed to Head Crane Simulator Instructor. For the purpose of further expedited training, the Parties shall explore the possibility of night training.
4. PMA and its member companies shall commit and provide equipment for training (Transtainers and Hammerheads) on a daily basis, and students shall not be subject to cancellations due to equipment shortages. Such training for students shall be scheduled for consecutive days of training.
5. That each PMA member company designate a minimum of four (4) steady operators, per terminal, to assist in the Hammerhead Production segment of the training program. Shifts assisting the training program do not count towards a steady crane operator's 20 shift cap.
6. A Letter of Understanding that all those who initiate training will either complete (pass or fail) training within ninety (90) days from the date of orientation.
7. Training – CY training will continue at a minimum pace of 12 students per month until a sufficient number of competent longshoremen are available.

MODIFICATION TO THE SUPPLEMENTARY BOARD

The Parties agree to modify the following changes to the Supplementary Crane Board, thus amending Labor Relations Committee Minutes SCLB-006-1985, SCLB-027-1989 and SCLB-054-2005 and any subsequent minutes pertaining to the Supplementary Crane Board:

1. That check-in privileges for the Supplementary Crane Board shall be granted to individuals signed-up by seniority on the crane training list that after the third (3rd) day of the ILWU-PMA Crane Training Program in which a student has demonstrated the ability to safely operate a transtainer in accordance with the standards set forth in the Program,

the student shall be "Recognized" for check-in privileges for the Supplementary Crane Board. (Expedited training process)

2. Individuals currently on the qualified list (who have 200 hours or more at the date of ratification or upon July 1, 2015) shall remain eligible to take crane jobs for a period of one (1) year from the date of ratification and as long as the Crane Training Program continues to train at a pace of one hundred (100) students per year and may be extended only by mutual agreement. Upon ratification or by July 1, 2015 (which comes first) the qualified list shall be capped without any future additions. If the Employer fails to complete the training of an individual student within the 90 days of orientation, or training drops below the 100 per year pace, the qualified list shall no longer be utilized. The new Crane Training Program shall be instituted no later than July 1, 2015. These issues shall not be arbitrable.

Exception: If through no fault of the PMA (force majeure), the 100 per year pace cannot be maintained or a student cannot complete training within the 90 days of orientation, the qualified drivers shall remain eligible for dispatch for crane work. The employer shall be required to provide Local 13 with advanced notice of any failures to keep with the pace or the 90 day requirement. Scheduling conflicts, lack of equipment or other administrative mishandlings shall not be considered to be outside of the PMA's control.

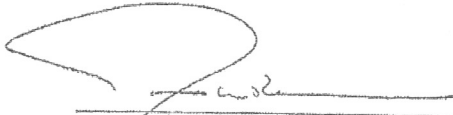
3. The check-in privileges for the Supplementary Crane Board shall be valid for up to a period of ninety (90) days in which, within such time, the student should have been moved through the Crane Training Program in its entirety. The student shall also be checked-in his/her primary board, but the first obligation shall be to cover work from the Supplementary Crane Board.
4. If a student successfully passes the Crane Training Program, all crane hours attained on the Supplementary Crane Board shall count towards the required hours needed on the B-Crane Board for certification and eligibility to move to the A-Crane board upon the quarterly reviews.
5. Upon successful completion of the Crane Training Program, the individual trained shall be obligated to check-in on the appropriate Crane board for a period of one (1) year and 1300 hours.
6. If a student fails the Crane Training Program, the student is no longer "Recognized" for Supplementary Crane Board check-in privileges and thus removed from the list.
7. The Supplementary Crane Board shall only exist during the period in which the Crane Training Program is training students.

For the establishment of an Advanced Crane Training Program and modifications to the Supplementary Crane Board listed above, the Parties have reached an agreement on the following:

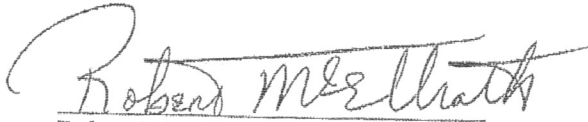
All individuals checked in on the A and B Crane Boards shall be paid at the equivalent Crane Operator prevailing daily rate of pay, Monday through Friday, regardless of the job they work in accordance with 14.521. This is a make whole payment if individuals work other than a crane job. This is not a guarantee payment.

The Employers agreed that immediately following agreement on a coastwise Memorandum of Understanding (MOU) they would revert to past practice of ordering crane operator manning of 2 men per machine. The Employers agreed to lift all restrictions on labor orders currently in place for weekends, 2nd and 3rd shifts, and holidays.

Finally, PMA shall agree to drop ALL outstanding PIT complaints.



James C. McKenna
President and CEO
Pacific Maritime Association



Robert McEllrath
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