

July 1, 2022

ILWU/PMA PACIFIC COAST LONGSHORE AND CLERKS' AGREEMENT

MEMORANDUM OF UNDERSTANDING

between

PACIFIC MARITIME ASSOCIATION

(For the Employers)

and

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION**

(For and on behalf of itself and each of its longshore locals and clerk locals
in California, Oregon and Washington)

This Memorandum of Understanding provides the terms and conditions for a new Collective Bargaining Agreement, herein "Agreement," between the Parties effective July 1, 2022. Except where an effective date is specifically stated, all terms and conditions will become effective immediately following ratification by both Parties. The Pacific Coast Longshore and Clerks' Agreement is hereby re-executed to continue in effect until the ratification process is completed and thereafter, if ratified by the Parties, except as amended by the terms and conditions contained herein.

I. Wages

1. The basic longshore/clerk hourly wage rate shall be increased as follows:

	<i>From</i>	<i>Increase</i>	<i>To</i>
Effective 8:00 a.m., July 2, 2022	\$46.23	\$4.62	\$50.85
Effective 8:00 a.m., July 1, 2023	\$50.85	\$2.00	\$52.85
Effective 8:00 a.m., June 29, 2024	\$52.85	\$2.00	\$54.85
Effective 8:00 a.m., June 28, 2025	\$54.85	\$2.00	\$56.85
Effective 8:00 a.m., July 4, 2026	\$56.85	\$2.00	\$58.85
Effective 8:00 a.m., July 3, 2027	\$58.85	\$2.00	\$60.85

Effective 8:00 a.m., July 2, 2022

	From	Increase	To
Basic Longshore	\$46.23	\$4.62	\$50.85
Skill I	\$48.63	\$4.62	\$53.25
Skill II	\$50.90	\$4.62	\$55.52
Skill III	\$52.03	\$4.62	\$56.65
Journeyman Mechanic	\$55.48	\$8.08	\$63.56
Leadman Mechanic	\$60.10	\$8.55	\$68.65
Trainee Mechanic	\$55.48	\$8.08	\$63.56
Basic Clerk	\$46.23	\$4.62	\$50.85
Clerk Supervisor	\$48.63	\$4.62	\$53.25
Kitchen/Tower/Computer Clerk	\$50.90	\$4.62	\$55.52
Chief Supervisor & Supercargo	\$52.03	\$4.62	\$56.65

Effective 8:00 a.m., July 1, 2023

	From	Increase	To
Basic Longshore	\$50.85	\$2.00	\$52.85
Skill I	\$53.25	\$2.00	\$55.25
Skill II	\$55.52	\$2.00	\$57.52
Skill III	\$56.65	\$2.00	\$58.65
Journeyman Mechanic	\$63.56	\$2.50	\$66.06
Leadman Mechanic	\$68.65	\$2.70	\$71.35
Trainee Mechanic	\$63.56	\$2.50	\$66.06
Basic Clerk	\$50.85	\$2.00	\$52.85
Clerk Supervisor	\$53.25	\$2.00	\$55.25
Kitchen/Tower/Computer Clerk	\$55.52	\$2.00	\$57.52
Chief Supervisor & Supercargo	\$56.65	\$2.00	\$58.65

Effective 8:00 a.m., June 29, 2024

	From	Increase	To
Basic Longshore	\$52.85	\$2.00	\$54.85
Skill I	\$55.25	\$2.00	\$57.25
Skill II	\$57.52	\$2.00	\$59.52
Skill III	\$58.65	\$2.00	\$60.65
Journeyman Mechanic	\$66.06	\$2.50	\$68.56
Leadman Mechanic	\$71.35	\$2.70	\$74.05
Trainee Mechanic	\$66.06	\$2.50	\$68.56
Basic Clerk	\$52.85	\$2.00	\$54.85

Clerk Supervisor	\$55.25	\$2.00	\$57.25
Kitchen/Tower/Computer Clerk	\$57.52	\$2.00	\$59.52
Chief Supervisor & Supercargo	\$58.65	\$2.00	\$60.65

Effective 8:00 a.m., June 28, 2025

	From	Increase	To
Basic Longshore	\$54.85	\$2.00	\$56.85
Skill I	\$57.25	\$2.00	\$59.25
Skill II	\$59.52	\$2.00	\$61.52
Skill III	\$60.65	\$2.00	\$62.65
Journeyman Mechanic	\$68.56	\$2.50	\$71.06
Leadman Mechanic	\$74.05	\$2.70	\$76.75
Trainee Mechanic	\$68.56	\$2.50	\$71.06
Basic Clerk	\$54.85	\$2.00	\$56.85
Clerk Supervisor	\$57.25	\$2.00	\$59.25
Kitchen/Tower/Computer Clerk	\$59.52	\$2.00	\$61.52
Chief Supervisor & Supercargo	\$60.65	\$2.00	\$62.65

Effective 8:00 a.m., July 4, 2026

	From	Increase	To
Basic Longshore	\$56.85	\$2.00	\$58.85
Skill I	\$59.25	\$2.00	\$61.25
Skill II	\$61.52	\$2.00	\$63.52
Skill III	\$62.65	\$2.00	\$64.65
Journeyman Mechanic	\$71.06	\$2.50	\$73.56
Leadman Mechanic	\$76.75	\$2.70	\$79.45
Trainee Mechanic	\$71.06	\$2.50	\$73.56
Basic Clerk	\$56.85	\$2.00	\$58.85
Clerk Supervisor	\$59.25	\$2.00	\$61.25
Kitchen/Tower/Computer Clerk	\$61.52	\$2.00	\$63.52
Chief Supervisor & Supercargo	\$62.65	\$2.00	\$64.65

Effective 8:00 a.m., July 3, 2027

	From	Increase	To
Basic Longshore	\$58.85	\$2.00	\$60.85
Skill I	\$61.25	\$2.00	\$63.25
Skill II	\$63.52	\$2.00	\$65.52
Skill III	\$64.65	\$2.00	\$66.65

Journeyman Mechanic	\$73.56	\$2.50	\$76.06
Leadman Mechanic	\$79.45	\$2.70	\$82.15
Trainee Mechanic	\$73.56	\$2.50	\$76.06
Basic Clerk	\$58.85	\$2.00	\$60.85
Clerk Supervisor	\$61.25	\$2.00	\$63.25
Kitchen/Tower/Computer Clerk	\$63.52	\$2.00	\$65.52
Chief Supervisor & Supercargo	\$64.65	\$2.00	\$66.65

<i>Work Experience Group</i>	<i>Straight-Time Hourly Rate Effective:</i>					
	7/2/2022	7/1/2023	6/29/2024	6/28/2025	7/4/2026	7/3/2027
0 through 1,000 hours	\$36.64	\$38.08	\$39.52	\$40.96	\$42.40	\$43.84
1,001 through 2,000 hours	\$37.64	\$39.08	\$40.52	\$41.96	\$43.40	\$44.84
2,001 through 4,000 hours	\$39.64	\$41.08	\$42.52	\$43.96	\$45.40	\$46.84
4,001 or more hours	Basic S/T	Basic S/T	Basic S/T	Basic S/T	Basic S/T	Basic S/T

2. The rate of pay for Journeyman Mechanics shall be 25% above the basic longshore rate as set forth in the PCLCD and the rate of pay for Lead Mechanics shall be 35% above the basic longshore rate.

II. Pension

Pension improvements and provisions in this Section are subject to limitations imposed by Section 415 and any other applicable sections of the Internal Revenue Code.

1. Actives: The pension rate for actives who retire on or after July 1, 2022 under the ILWU-PMA Pension Plan, and who did not take advantage of the ILWU-PMA Pension Plan’s Early Retirement Window that ended June 30, 2022, will be as follows:
 - a. Effective July 1, 2024, for those registered longshoremen and clerks retiring on or after July 1, 2022, the rate of pension credit accrual will increase from \$215 per month per year of qualifying service to \$220 per month per year of qualifying service, which will provide a maximum benefit of \$8,140 per month for a longshoreman or clerk with 37 or more years of qualifying service retiring at age 62 or later;
 - b. Effective July 1, 2025, for those registered longshoremen and clerks retiring on or after July 1, 2022, the rate of pension credit accrual will increase from \$220 per month per year of qualifying service to \$225 per month per year of qualifying service, which will provide a maximum benefit of \$8,325 per month for a longshoreman or clerk with 37 or more years of qualifying service retiring at age 62 or later;
 - c. Effective July 1, 2026, for those registered longshoremen and clerks retiring on or after July 1, 2022, the rate of pension credit accrual will increase from \$225 per month per

year of qualifying service to \$240 per month per year of qualifying service, which will provide a maximum benefit of \$8,880 per month for a longshoreman or clerk with 37 or more years of qualifying service retiring at age 62 or later;

- d. Effective July 1, 2027, for those registered longshoremen and clerks retiring on or after July 1, 2022, the rate of pension credit accrual will increase from \$240 per month per year of qualifying service to \$255 per month per year of qualifying service, which will provide a maximum benefit of \$9,435 per month for a longshoreman or clerk with 37 or more years of qualifying service retiring at age 62 or later.
2. Effective July 1, 2022, upon the death of a Surviving Spouse (including surviving spouses under a Qualified Domestic Relations Order) who is receiving a survivor benefit, the survivor benefit shall be paid to any Dependent Child Survivor of a participant who is mentally or physically incapacitated so as to be incapable of self-sustaining employment. Survivor benefits shall be paid to the Dependent Child Survivor of a participant as long as the child continues to be mentally or physically incapacitated so as to be incapable of self-sustaining employment.
3. The ILWU-PMA Pension Agreement shall be amended to reduce the number of pension qualifying years required to qualify for a Disability Retirement from 13 years to ten years.
4. For participants applying for Retirement Benefits, the “500-Hour Rule” included in Section 1.13 of the Pension Trust Agreement shall not apply to participants who demonstrate that they have been unable to work due to a non-industrial illness or injury but that they have been credited with at least 500 hours in five of the last ten Payroll Years, preceding or ending with the year of retirement.
5. A Limited Early Retirement Incentive Window under the ILWU-PMA Pension Plan shall be made available for all eligible participants who retire prior to age 62, with no reduction in their pension benefits. The first date to apply for retirement under the Limited Early Retirement Incentive Window shall be January 1, 2024. Eligible participants must submit an application to retire between January 1, 2024 and June 30, 2027, must be at least age 59½ as of the effective date of the participant’s retirement date, and must have accrued at least 10 qualifying years of service under the ILWU-PMA Pension Plan.

NOTE 1: The Bridge benefit continues to require at least 25 pension-qualifying years and is subject to the usual adjustments for retirements starting before age 62.

NOTE 2: The Social Security Supplementation Benefit (PGP Social Security Offset) is payable to those eligible upon receiving Social Security. In case of death prior to receiving the Social Security Supplementation Benefit, the Benefit will be paid to the qualified Surviving Spouse or Surviving Dependent Children.
6. Retirees: Subject to any appropriate reduction to be made with respect to a retiree whose pension benefit is determined under 3.011 of the ILWU-PMA Pension Plan.

Effective July 1, 2022, for those longshore and clerk registrants who retired before July 1, 2022 under the ILWU-PMA Pension Plan, including anyone who did take advantage of the ILWU-PMA Pension Plan’s Early Retirement Window that ended June 30, 2022, the retirement income under the ILWU-PMA Pension Plan shall increase as stated below.

- a. For those longshore and clerk registrants who retired before July 1, 1999 under the ILWU-PMA Pension Plan, the pension rate shall increase as follows:
 - i. Effective July 1, 2022, an additional \$6.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - ii. Effective July 1, 2023, an additional \$6.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iii. Effective July 1, 2024, an additional \$4.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iv. Effective July 1, 2025, an additional \$4.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - v. Effective July 1, 2026, an additional \$3.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - vi. Effective July 1, 2027, an additional \$3.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement.

- b. For those longshore and clerk registrants who retired after June 30, 1999, and prior to July 1, 2002 under the ILWU-PMA Pension Plan, the pension rate shall increase as follows:
 - i. Effective July 1, 2023, an additional \$2.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - ii. Effective July 1, 2024, an additional \$3.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iii. Effective July 1, 2025, an additional \$2.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iv. Effective July 1, 2026, an additional \$5.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and

- v. Effective July 1, 2027, an additional \$5.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement.
- c. For those longshore and clerk registrants who retired after June 30, 2002, and prior to July 1, 2008 under the ILWU-PMA Pension Plan, the pension rate shall increase as follows:
- i. Effective July 1, 2023, an additional \$2.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - ii. Effective July 1, 2024, an additional \$2.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iii. Effective July 1, 2025, an additional \$3.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iv. Effective July 1, 2026, an additional \$5.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - v. Effective July 1, 2027, an additional \$5.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement.
- d. For those longshore and clerk registrants who retired after June 30, 2008, and prior to July 1, 2014 under the ILWU-PMA Pension Plan, the pension rate shall increase as follows:
- i. Effective July 1, 2024, an additional \$2.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - ii. Effective July 1, 2025, an additional \$2.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iii. Effective July 1, 2026, an additional \$3.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement; and
 - iv. Effective July 1, 2027, an additional \$3.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement.

Thus, pension rates will be effective as follows:

	As of 7/1/21	As of 7/1/22	As of 7/1/23	As of 7/1/24	As of 7/1/25	As of 7/1/26	As of 7/1/27	Total Increase
Retirees before 7/1/1999	\$104	\$110	\$116	\$120	\$124	\$127	\$130	\$26
Retirees from 1999- 2002	\$113	\$113	\$115	\$118	\$120	\$125	\$130	\$17
Retirees from 2002- 2008	\$153	\$153	\$155	\$157	\$160	\$165	\$170	\$17
Retirees from 2008- 2014	\$180	\$180	\$180	\$182	\$184	\$187	\$190	\$10
Retirees from 2014- 2022	\$215	\$215	\$215	\$215	\$215	\$215	\$215	\$0

7. Surviving Spouses (including surviving spouses under QDROs) or Dependent Child Survivors who receive or commence to receive a Survivor Pension or an Early Survivor Annuity under the ILWU-PMA Pension Plan attributable to deceased longshoremen and clerks who retired before July 1, 2008 shall receive the following amounts which are equal to 75% of the pension amount otherwise payable to the deceased longshoreman or clerk.
 - a. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired before July 1, 1999 under the ILWU-PMA Pension Plan:
 - i. Effective July 1, 2022, \$82.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - ii. Effective July 1, 2023, \$87 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - iii. Effective July 1, 2024, \$90 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - iv. Effective July 1, 2025, \$93 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and

- v. Effective July 1, 2026, \$95.25 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement;
 - vi. Effective July 1, 2027, \$97.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
- b. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired on or after July 1, 1999 but before July 1, 2002 under the ILWU-PMA Pension Plan:
- i. Effective July 1, 2023, \$86.25 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - ii. Effective July 1, 2024, \$88.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - iii. Effective July 1, 2025, \$90 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - iv. Effective July 1, 2026, \$93.75 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement;
 - v. Effective July 1, 2027, \$97.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
- c. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired on or after July 1, 2002 but before July 1, 2008 under the ILWU-PMA Pension Plan:
- i. Effective July 1, 2023, \$116.25 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - ii. Effective July 1, 2024, \$117.75 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - iii. Effective July 1, 2025, \$120 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and

- iv. Effective July 1, 2026, \$123.75 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement;
 - v. Effective July 1, 2027, \$127.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
- d. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired on or after July 1, 2008 but before July 1, 2014 under the ILWU-PMA Pension Plan:
- i. Effective July 1, 2024, \$136.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - ii. Effective July 1, 2025, \$138 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - iii. Effective July 1, 2026, \$140.25 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - iv. Effective July 1, 2027, \$142.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
- e. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired on or after July 1, 2014 but before July 1, 2022 under the ILWU-PMA Pension Plan:
- i. The pension benefit remains \$161.25 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
- f. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired on or after July 1, 2022 under the ILWU-PMA Pension Plan:
- i. Effective July 1, 2024, \$165 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and
 - ii. Effective July 1, 2025, \$168.75 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement; and

- iii. Effective July 1, 2026, \$180 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk’s retirement; and
- iv. Effective July 1, 2027, \$191.25 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk’s retirement.

Thus, survivor rates will be effective as follows:

Survivors of:	As of 7/1/21	As of 7/1/22	As of 7/1/23	As of 7/1/24	As of 7/1/25	As of 7/1/26	As of 7/1/27	Total Increase
Retirees before 7/1/1999	\$ 78.00	\$ 82.50	\$ 87.00	\$ 90.00	\$ 93.00	\$ 95.25	\$ 97.50	\$19.50
Retirees from 1999-2002	\$ 84.75	\$ 84.75	\$ 86.25	\$ 88.50	\$ 90.00	\$ 93.75	\$ 97.50	\$12.75
Retirees from 2002-2008	\$114.75	\$114.75	\$116.25	\$117.75	\$120.00	\$123.75	\$127.50	\$12.75
Retirees from 2008-2014	\$135.00	\$135.00	\$135.00	\$136.50	\$138.00	\$140.25	\$142.50	\$7.50
Retirees from 2014-2022	\$161.25	\$161.25	\$161.25	\$161.25	\$161.25	\$161.25	\$161.25	\$0
Retirees from 7/1/2022	\$161.25	\$161.25	\$161.25	\$165	\$168.75	\$180	\$191.25	\$30

III. Welfare

- 1. That the Parties agree to the value espoused by the Union and the Employers of Maintenance of Benefits. “Maintenance of Benefits” is defined by the Parties as the Employers agreeing to maintain all present benefits under the ILWU-PMA Welfare Plan for the term of the Agreement and to continue the funding of these benefits as in the past.
- 2. The Life, Accidental Death and Dismemberment Benefit amounts shall be increased and the Supplemental Summary Plan Description shall read as follows:

LIFE, ACCIDENTAL DEATH and ACCIDENTAL DISMEMBERMENT BENEFIT AMOUNTS

PROGRAM I: Active Longshoremen

Life Benefit \$70,000

Accidental Death and Accidental
Dismemberment Benefit \$70,000

Life and Accidental Death benefits are paid to the Active Longshoreman’s designated beneficiary. Accidental dismemberment benefits are paid to the eligible Active Longshoreman.

PROGRAM II: Retired Longshoremen

Life Benefit \$30,000

Accidental Death and Accidental
Dismemberment Benefit \$30,000

Life and Accidental Death benefits are paid to the Retired Longshoreman’s designated beneficiary. Accidental Dismemberment benefits are paid to the eligible Retired Longshoreman.

3. Chiropractic care shall be provided to HMO enrollees on the basis of 40 visits per Plan Year except where additional visits are determined to be medically necessary.

The Chiropractic Benefit for HMO enrollees will be modified to be subject to the same terms as chiropractic coverage under the CIP, as follows:

Chiropractic Treatment		
Limited to 40 visits per Plan Year (except when the Welfare Plan chiropractic consultant decides additional visits are medically necessary).		
CHOICE PORTS		
Basic Benefit	PPO: 100% of covered charges	Non-PPO: Not Covered
NON-CHOICE PORTS (NO PPO ACCESS)		
Basic Benefit (<i>refer to the Basic Benefits—Schedule of Allowances</i>)	100% up to the maximum listed in the Basic Benefits—Schedule of Allowances per visit or if visiting a PPO provider: 100% of the PPO rate for covered charges.	
Major Medical Benefit (in addition to Basic Benefit)	100% of MAC	

Chiropractic benefits will continue to be subject to all Plan terms and exclusions.

4. Upon the death of a Pensioner or covered Active Employee, any eligible covered dependents, if eligible for continued Welfare Plan coverage, shall retain Welfare Plan coverage under the deceased individual’s enrollment until such time as the eligible dependents’ enrollment documents are received and processed by the ILWU-PMA Benefit Plans Office. All documents required for

enrollment under the ILWU-PMA Welfare Plan shall be submitted to the Benefit Plans Office no later than six months following the death of the Pensioner or eligible Active Employee.

5. Eyeglass lenses shall be provided through Vision Service Plan to those enrolled in the CIP if the enrollees' prescription changes by at least .50 diopter within 12 months of the most recent prescription being filled.
6. A benefit of \$700 for contact lenses each year, including eye examination, fitting and evaluation, and any additional contact lenses prescribed by a licensed in-network optometrist, along with required fitting fees, shall be a covered benefit under the ILWU-PMA Welfare Plan.
7. A benefit of up to \$350 once every two years for the purchase of sterilization machines for the cleaning of Continuous Positive Airway Pressure (CPAP) machines shall be covered for all those enrolled in the CIP and the HMO.
8. An eyeglass frame benefit of up to \$300 once every 12 months from the last date of purchase of eyeglass frames shall be covered by the ILWU-PMA Welfare Plan.
9. The ILWU-PMA Welfare Plan's hearing aid program shall cover 100% of the expenses incurred, up to a maximum of \$4,000 (\$8,000 if a hearing aid is required for both ears), for the purchase of hearing aids and these claims shall be billed to and processed directly by the ILWU-PMA Coastwise Claims Office.
10. The Parties agree that the ILWU-PMA Welfare Plan shall engage a vendor to assist with handling claims for out of network (OON) emergency ground ambulance services charged in excess of 100% of the Maximum Allowable Charges (MAC), with the aim of minimizing out of pocket charges to Plan Participants effective December 1, 2023.
11. To improve mental health services and accessibility under the ILWU-PMA Welfare Plan. See Letters of Understanding – (1) Mental and Behavioral Health Benefits and Services and (2) Trauma Intervention Services.
12. That the Parties agree to hire an Assistant Southern California Area Welfare Director on a permanent basis and continue to employ the administrative assistant on a permanent basis to work at the direction of the Southern California Area Welfare Directors.
13. Specialty drugs will be covered only if obtained through an exclusive specialty pharmacy, designated by the Pharmacy Benefit Manager with the following exceptions and understandings:
 - Whether a drug is a specialty drug shall be determined solely based on the PBM's specialty drug list. Neither the Parties nor the Welfare Plan Trustees may determine or influence what drugs are on the PBM's specialty drug list.
 - If the exclusive specialty pharmacy cannot timely deliver the specialty drug to the Plan participant's home ("timely" means by the date that the participant's prescriber determines the participant must commence taking the specialty drug), the Plan participant shall be permitted to obtain the specialty drug from a different pharmacy and the specialty drug will be covered.

- If the exclusive specialty pharmacy cannot provide the specific specialty drug prescribed to the Plan participant, the Plan participant shall be permitted to obtain the specialty drug from a different pharmacy and the specialty drug will be covered.
- The exclusive specialty pharmacy requirement shall take effect with the PBM that is selected through the pending PBM RFP.
- The exclusive specialty pharmacy requirement shall not change the current pharmacy benefit plan design except for the requirement that the exclusive specialty pharmacy be utilized (subject to the exceptions above) and an initial day's supply limit (see below).

Prescriptions for specialty medications will be limited to a 30-day supply for the first prescription fill. Thereafter, prescription fills may continue to be 30-day supplies or may be increased up to 90-day supplies based on the prescriber's determination.

IV. Section 1 – Jurisdiction PCL&CA

1. Add new Section 1.761 of the PCLCD:

“Any claim of a Section 1.76 violation or any claim that a 1.76 violation has been remedied may be referred to the Joint Coast Labor Relations Committee. Such dispute shall be processed by the Joint Coast Labor Relations Committee upon receipt (including electronic) by the Joint Coast Labor Relations Committee and moved from step to step as follows:

- (a) Joint Coast Labor Relations Committee meeting within seventy-two (72) hours; and
- (b) Coast Arbitrator formal hearing within seventy-two (72) hours of the CLRC meeting.

The Coast Arbitrator shall render a decision within seventy-two (72) hours of the hearing. The decision of the Coast Arbitrator shall be final and binding and implemented immediately by the Parties.”

2. Add new Section 1.762 of the PCLCD:

“If the CLRC or Coast Arbitrator finds that the individual Employers have violated Section 1.76, either by failing to assign work in accordance with Section 1 provisions, including as may be directed by the CLRC or arbitration award, or by failing to defend the assignment as described above, then the following actions shall be taken: (i) the employer shall forfeit any rights under the PCLCD to introduce new technologies, including fully mechanized and robotic-operated marine terminals, at all terminals or facilities that the violating employer operates or uses in any manner coastwide until such time as the violation is remedied; and (ii) the employer shall forfeit its rights to hire any future steady longshore and clerk labor at all the terminals or facilities that the violating employer operates or uses in any manner coastwide until such time as the violation is remedied. The CLRC or Coast Arbitrator shall have the authority to determine whether the employer has fully remedied the violation of Section 1.76. If the CLRC or Coast Arbitrator determines that the employer has fully remedied the violation of Section 1.76, the penalties described above shall be

discontinued. Nothing herein modifies Section 1.81 and the exceptions to ILWU jurisdiction of maintenance and repair work at “red-circled” facilities. (See Section 1.81 and Letter of Understanding – Clarification and Exceptions to ILWU Maintenance and Repair Jurisdiction).”

3. Add new Section 1.77 of the PCLCD:

“The Employers shall preserve all work of the ILWU by training Bargaining Unit Personnel in work categories regarding the maintenance and repair of all stevedore cargo handling equipment (ref. Sections 1.7, 1.71, 1.72, 1.73, 1.81 and Letter of Understanding Clarification and Exceptions to the ILWU Maintenance and Repair Jurisdiction).”

4. Add new Section 1.255 of the PCCCD:

“Automation Clerk. A marine clerk, paid at 30%, who is assigned to monitor and resolve exceptions for any cargo being handled by automated container handling equipment (CHE). These Automation Clerks (AC Clerks) shall monitor all automated CHE and resolve any and all automated CHE exceptions for any working vessel, dock work, receiving and delivery, and/or rail operation pursuant to marine clerks’ jurisdiction set forth in the PCCCD and the Technology Framework, but they shall not be required to perform the work of other marine clerks or supervisors.”

5. Amend Section 1.253 of the PCCCD as follows (underline for demonstration purposes only):

“Chief Supervisor. An employee who is assigned to direct work of Supervisors. In addition, a Chief Supervisor shall be employed whenever the individual employer employs more than one Supervisor working in receiving and delivering operations at a container terminal; otherwise, the individual employer shall have the right to determine whether or not a chief supervisor need be employed if 1 or more supervisors are employed.”

V. Section 2 – Hours and Shifts

1. See Letter of Understanding – Double Flex Container Gate/Yard Operations in the Major Ports of LA/LB, Oakland, Seattle, and Tacoma.

VI. Section 4 – Subsistence

1. Amend Section 4.51 of the PCL&CA as follows (underline for demonstration purposes only):

Subsistence rates when payable shall be \$225.00 per night. Meal subsistence shall be \$45.00 per meal.

*These rates shall be effective July 1, 2023.

VII. Section 5 – Holidays

1. Add the following to Section 5 of the PCL&CA:

Juneteenth shall be a paid working holiday. There shall be no work on the first shift (07:00-17:00) June 19th for all locals coastwide (the provision for “no work” shall not apply to passenger ships, essential military cargo, and emergencies as defined in Section 5.24). Work shall resume on the second shift.

2. Amend the first sentence of Section 5.33 of the PCL&CA as follows (underline for demonstration purposes only):

“Disbursement. Payment for each “paid holiday” shall be made on the first payday following the payroll week in which the “paid holiday” falls.”

VIII. Section 8 – Dispatching, Registration, and Preferences

1. See Letter of Understanding – Joint Dispatcher Pay.

IX. Maintenance and Repair

1. See Letter of Understanding – Maintenance and Repair Advanced Skilled Training Programs.
2. See Letter of Understanding – Updated Red Circle Facilities (prior existing LOU that has been updated).
3. See Letter of Understanding – Intraport Transfer of Mechanics (prior existing LOU that has been updated).
4. See Letter of Understanding – Special Grievance Machinery-M&R Registered Mechanics (prior existing LOU that has been updated).

X. No Discrimination

1. Amend Pacific Coast Special Grievance Handbook, Letter of Understanding “B” ILWU-PMA Special Grievance/Arbitration Procedures for the Resolution of Complaints Re Discrimination and Harassment Under Section 13.2 of the Pacific Coast Longshore & Clerks Agreement, Section III, Item18 as follows (underline for demonstration purposes only):

“18) The procedures set forth in this Policy may be flexibly applied only in cases in which the facts and circumstances warrant such flexibility. In such situations, the timelines for accomplishing particular steps of the procedure are intended as guidelines, not strict time limits, which may be extended or waived in appropriate circumstances. Failure to strictly comply with the timelines shall not constitute a violation of the Policy. In situations in which a Section 13.2 arbitrator determines

that the particular facts and circumstances of a case warrant an extension of the timelines, he/she will provide the basis for that decision in writing.”

XI. Section 14 - Cranes

1. Mobile Harbor Cranes (over 60 metric tons rated) shall be designated as a Skill III piece of equipment and shall be designated as a longshore crane in Section 14.21 of the PCLCD.

XII. Section 15 – Efficient Operations

1. Amend Section 15.5 of the PCL&CA as follows (underline for demonstration purposes only):

“Any disputes concerning the interpretation or application of provisions of this Contract Document relating to the subject matter of this Section 15 may be submitted directly to the Joint Coast Labor Relations Committee. Except as to Sections 15.3 and 15.31, such dispute shall be processed by the Joint Coast Labor Relations Committee upon receipt (including electronic) by the Joint Coast Labor Relations Committee and moved from step to step as follows:

(a) Joint Coast Labor Relations Committee meeting within seventy-two hours (72) hours; and

(b) Coast Arbitrator formal hearing within seventy-two hours (72) hours of the CLRC meeting.

The Coast Arbitrator shall render a decision within seventy-two hours (72) of the hearing. The decision of the Coast Arbitrator shall be final and binding and implemented immediately by the Parties.”

2. See Letter of Understanding – Crane Operations and Coning/De-coning Devices.
3. See Letter of Understanding and Q&A Document - PCL&CA Agreements for Marine Terminals Utilizing Automated Equipment.

XIII. Section 17 – Grievance Procedures

1. Amend the fourth paragraph of Section 17.511 of the PCL&CA as follows (underline for demonstration purposes only):

“For disputes arising under 17.6, the employer pick and the union pick arbitrators on each area panel shall serve on a random basis and they shall respond to the worksite in the major port areas immediately upon assignment from the Marine Exchange.”

2. Add New Section 17.512 of the PCL&CA (existing Section 17.512 becomes Section 17.513 and

existing Section 17.5121 becomes Section 17.5131):

“Two (2) relief arbitrators, (one (1) union and one (1) employer) will be named in each area for when industry Area Arbitrators are scheduled off. When relief arbitrators are on duty, they shall only be utilized for those on-the-job issues which by contract require immediate decision, such as health and safety, onerousness, penalty cargo payment, picket lines and work stoppages; however, during extended absence of regular industry Area Arbitrators, they may be utilized for other issues by mutual agreement of the parties, except for Section 13.2 complaints.”

3. See Letter of Understanding – Relief Arbitrators.

XIV. Section 20 – Pay Guarantee Plan, Rules, and Administration

1. Amend Section 20.2211 of the PCL&CA as follows (underline for demonstration purposes only):

“Compensation shall also include all payroll adjustments including monetary claims paid as a result of LRC or arbitration decisions. Payroll adjustments shall be added to the worker’s payroll record during the payroll week that such payments are earned and used to determine the proper benefit in the current and/or corrected payroll week.”

2. The Guarantee shall be paid at the dayside wage rate and be determined individually based on the individual’s vacation rate earned or determined by formula (Section 7.25) on hours worked in the previous year (not to exceed Skill Rate III). Individuals failing to earn a vacation shall be guaranteed at the basic rate. The implementation of these benefits shall commence on June 29, 2024 and the first payroll week in each contract year thereafter.

3. The contingency funding of the Plan shall be increased as follows:

20.1 For each year of the Agreement the Employers will have a contingent liability for the Pay Guarantee Plan for the following amount: First year: \$60,000,000; each year thereafter: \$50,000,000.

20.11 In the first year \$15,000,000 will be made available in each quarter. In each subsequent year, \$12,500,000 will be made available in each quarter.

XV. CFS Supplement

1. Eliminate the \$1000 penalty in Section 1.54 and replace it with a \$3500 penalty. Similarly, replace the \$2000 penalty in Section 1.52212 and replace it with a \$7000 penalty.
2. Amend Section 1.551 as follows (underline for demonstration purposes only):

“*Local*. It is intended by the Parties that grievances as to whether a container is subject to the container penalty set forth in CFS Section 1.52212 or CFS Section 1.54 shall be subject to resolution through the grievance machinery. In determining the facts as to whether a container of cargo is subject to a container penalty, the carrier operating the vessel shall, upon request, make

available to the Union within 15 days the records and/or documentation that may be necessary to verify the facts as to the stuffing or unstuffing of the container. In an effort to avoid disputes, the records and/or documentation referred to herein shall be made available to the Union, upon request, prior to the filing of a grievance. When the Union alleges that there has been a violation of this section of the CFS agreement, such notification must be given to the carrier operating the vessel and/or the Association within 15 days of the alleged violation. If such notification is not given in such a timely fashion, the claims are to be denied.”

3. Delete Sections 1.5512, 1.5513, 1.5514, 1.5515, and 1.5516.

4. Amend Section 1.5511 as follows (underline for demonstration purposes only):

“For purpose of implementing the intent of the Parties as expressed in CFS Section 1.551 above, it is agreed that the special local grievance procedure involves initiating a grievance at the Section 17.23 level of the grievance machinery and will move step to step with the exception of Section 17.24 PCLCD.”

5. See Letter of Understanding – Promotion of Container Freight Station (CFS) Program Fund.

XVI. Miscellaneous

1. See Letter of Understanding – \$70 Million – ILWU Pandemic Appreciation Pay.

2. Add a second paragraph to Supplement 1- A, Section 10 of the PCL&CA:

“Probationary clerks who are removed from the clerks’ registration lists shall be replaced. Probationary clerks who were transferred on the basis of industry seniority or employer selection and subsequently removed from the clerks’ registration lists shall be replaced with an individual from the same selection pool who is eligible for transfer.”

3. The Parties agree to select a new Coast Appeals Officer (CAO).

4. The Boot Voucher shall be increased to \$325 effective July 1, 2023.

5. See Letter of Understanding – Amnesty.

XVII. Addenda

LOS ANGELES/LONG BEACH CRANE OPERATORS

A. Training

1. *Additional Training:*

During the Contract term, the Employers shall provide crane operator training to additional individuals from the registered work force under existing selection and training procedures, as provided by this Addenda.

2. Ongoing Training:

The Employers shall provide ongoing training per Sections 9.31 and 9.4 of the PCLCD. The minimum number of longshoremen trained shall be equal to the number of individuals advanced from the B-Crane Board to the A-Crane Board each payroll quarter. (Reference Addenda LA/LB Crane Operators Section A. Training, Item 5, *Hall Crane Board*)

3. Minimum Crane Training Requirement:

A minimum of 20 crane operators shall be trained each PMA payroll year during the term of the PCLCD, unless work levels do not justify the need for training as stipulated above (*Reference Section A - Training, Item #2 - Ongoing Training*). Additional crane training can be initiated by the JPLRC. Disagreements concerning additional crane training or the number of crane operators to be trained below the minimum shall be processed through an expedited grievance process as follows:

- a. At the request of either party, a Special JPLRC shall be initiated within 48 hours.
- b. If disagreement is reached, this matter shall be moved to the informal arbitration process within 48 hours.
- c. The arbitrator may issue a bench award. If no bench award is issued, the arbitrator shall issue a decision within 72 hours.
- d. If the arbitrator rules that crane training is justified, the employer may initiate the expedited crane training process outlined in JPLRC Meeting SCLB 0074-2021.
- e. If either party is dissatisfied with the interim ruling, the question shall be immediately referred to the Area Arbitration Panel.

4. Selection of Trainees:

Trainees shall be selected by the Joint Labor Relations Committee (JPLRC) on the basis of industry seniority and in accordance with guidelines developed by the JPLRC, as provided in Section 9.2 and as legally required. However, trainees shall be required to pass a physical examination. After training, individuals are to be certified and placed on the B-Crane Board.

Any subsequent transfer from the B-Crane Board to the A-Crane Board of certified crane operators shall be as determined by the JPLRC and subject to *Section A – Training, Item # 5 Hall Crane Board below*.

5. Hall Crane Board:

In determining transfers to the A-Crane Board, the JPLRC shall review the average of all crane hours worked by A-Crane Board operators who are available (checked in or working during the previous quarter). The JPLRC shall only transfer certified crane operators from the B-Crane Board to the A-Crane Board when a minimum of 650 hours of crane work opportunity is available per individual A-Crane Board Operator (per quarter).

- (a) Joint dispatch hall and PMA allocations records shall be used to confirm the number of crane jobs available in the hall.

(b) Day and night hours of the hall crane operators shall be combined in determining the hall average.

(c) New orders for hammerhead crane jobs shall continue to be flop jobs, except on bulk jobs at the Metro bulk facility, Long Beach.

6. PMA's Commitment to Provide Equipment:

PMA and its member companies shall commit to providing equipment for training (transtainers, hammerheads, and any crane-rated equipment deemed necessary for training by the JPLRC). Students shall not be subjected to cancellations due to equipment shortages. Such training for students shall be scheduled for consecutive days of training.

7. Phase 2 Training:

Each PMA member company shall designate a minimum of four (4) steady crane operators, per terminal, to assist in the hammerhead production segment of the training program. Shifts assisting the training program shall not count towards a steady crane operator's 20 shift limitation.

8. Training Timeline:

Individuals shall complete training (pass or fail) within ninety (90) days from the commencement of training, excluding their orientation date.

9. Supplementary Crane Board:

- a. Check-in privileges for the Supplementary Crane Board shall be granted to individuals by seniority on the crane training list. After the third (3rd) day of the Crane Training Program, any student who has demonstrated the ability to safely operate a transtainer in accordance with the standards set forth in the Program, shall be granted check-in privileges for the Supplementary Crane Board.
- b. The check-in privileges for the Supplementary Crane Board shall be limited to ninety (90) days and the Employer shall ensure that the student completes the Crane Training Program during this time period. The student shall check-in on their primary board, but their first obligation shall be to cover work from the Supplementary Crane Board.
- c. If a student successfully passes the Crane Training Program, all crane hours accrued on the Supplementary Crane Board shall count towards elevation from the B-Crane Board to the A-Crane Board.
- d. If a student fails the Crane Training Program, they shall be removed from the Supplementary Crane Board.
- e. The Supplementary Crane Board shall consist only of students in training.

10. Training Obligation:

Upon successful completion of the Crane Training Program, individuals trained shall be obligated to check-in on the appropriate crane board for a period of one (1) year and 1300 hours. Individual exceptions to these requirements may be granted by the JPLRC.

11. Mobile Crane Training:

Effective July 1, 2022 PMA shall provide "mobile crane" training to Los Angeles/Long Beach crane operators.

Effective July 1, 2022 future trainees shall not be required to have a Class 1 Driver's License.

Effective July 1, 2022 future hall dispatch of “mobile crane” jobs shall be restricted to those individuals who have completed “mobile crane” training by the PMA Training Department. Subject to Sections 9.31 and 9.4 of the PCLCD, additional “mobile crane” training selection shall first be from those crane operators who have not received “mobile crane” training from the PMA Training Department. Any individual eligible to sign-up for crane training shall be eligible for “mobile crane” training.

This “mobile crane” training program shall commence no later than twelve (12) months following the ratification of the successor 2019-2022 PCLCD. This date may be extended by the JPLRC to develop the curriculum and implement this training program. The selection of individuals for “mobile crane” training shall be determined by the JPLRC.

12. Authorization for modification of Section A. Training and its sub-sections:

The JPLRC shall have the authority to make any modifications to Section A. Training and its sub-sections.

B. Selection of Steady Crane Operators

Selection of steady crane operators shall be made in the following sequence:

- (1) the jointly certified primary crane operators’ list (A-Crane Board);
- (2) the jointly certified secondary crane operators’ list (B-Crane Board).

Selection(s) shall be made in accordance with the posting and application procedure required by LRC Meeting 116-80, Item 10. The individual employer shall notify the Union of all selections for steady employment.

An applicant(s) from the A-Crane Board must be accepted before an applicant(s) can be accepted from the B-Crane Board.

Any grievance by an individual applicant alleging discrimination in the selection process shall be submitted in accordance with Section 13.1 and processed under the grievance procedures in Sections 13.3 and 17.4 of the PCLCD.

C. Hall Crane Board Make-Whole Payments

All individuals checked in on the A-Crane 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 Section 14.521. This is a make-whole payment if individuals work other than a crane job. This is not a guarantee payment.

D. Steady Crane Operators—Maximum Hours Limitation

Maximum Hours Limitation:

1. The employer shall be allowed to work a steady crane operator a maximum of twenty (20) shifts per four (4) PMA payroll weeks. Steady crane operators will be available up to five (5) shifts per week as agreed upon between the crane operator and their steady employer (*per the 2018 agreement*), subject to the following:

(a) PMA shall establish a steady crane operator calendar consisting of thirteen (13) periods. Each period shall consist of four (4) consecutive payroll weeks. The steady crane operator calendar shall be published by PMA for calculating the maximum allowable shifts.

(b) Guarantee. Steady crane operators shall be guaranteed five shifts per week at the daily guarantee rate.

Daily Guarantee: The Steady Crane Operator daily guarantee shall be 9 hours at the 2nd shift basic rate of pay. (*Per the 2018 agreement*)

Steady Hammerhead Crane Operator Guarantee:

i. Steady hammerhead crane operators who work 3 shifts per week shall be paid their 3 work shifts plus 2 guarantee shifts; those who work 4 shifts per week shall be paid their 4 work shifts plus 2 guarantee shifts; those who work 5 shifts per week shall be paid their 5 work shifts plus 2 guarantee shifts.

(c) Payment for Shifts Worked. The rate of pay for shifts worked shall be at the prevailing contract rate for time worked or the daily guarantee (as described in Section 1, Item b above), whichever is greater.

2. The maximum shift limitation for an employer's steady crane operators shall be waived during any payroll month in which that employer is unable to fill steady crane operator positions posted in accordance with LRC Meeting No. 116-80, Item 10, and in accordance with the selection procedure in Section B.
3. An employer who utilizes a steady crane operator in excess of the maximum shift limitation established in Item 1 shall be required to return that crane operator to the dispatch hall for the next four (4) week payroll period. The employer involved in this violation shall be prohibited from hiring new steady crane operators for the next four (4) week payroll period established by the PMA crane calendar. Notwithstanding this restriction, the employer shall be allowed to post during this four (4) week period.

(a) For purposes of this section, the maximum allowable shifts for the steady crane operators shall include all shifts worked for their employer in the four (4) week payroll period established by the PMA crane calendar. This excludes travel time, paid holidays, vacations, payroll adjustments, training, or work out of the dispatch hall.

4. Nothing herein shall prevent the local parties at the LRC level from mutually agreeing upon any other method of equalization; if the local parties disagree such matter is not arbitrable.
5. The Employers agree Section 6.1 of the PCLCD applies to steady crane operators with the understanding that such days off are to be scheduled with due regard to the Employer's schedule. Steady crane operators are obligated to work when scheduled. They are to be dispatched by 2 pm for night orders and 3 pm for day orders. All steady late orders shall be dispatched on a voluntary basis.

XVIII. Tax Approvals

1. Pension and Welfare Plan revisions are all subject to and conditioned upon receipt of satisfactory tax rulings, if such are 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.

XIX. Term of Agreement

1. Amend Section 22.1 of the Agreement by changing the termination date therein to 5:00 P.M., July 1, 2028.

Dated: 06/29/23

Dated: 06/29/23

PACIFIC MARITIME ASSOCIATION
(on behalf of its members)

INTERNATIONAL LONGSHORE and
WAREHOUSE UNION
(for and on behalf of itself and all longshore and
clerk locals in California, Oregon and
Washington)

/s/ James C. McKenna

/s/ William E. Adams

/s/ Stephen J. Hennessey

/s/ Cam Williams

/s/ Michael Wechsler

/s/ Frank Ponce De Leon

/s/ William Bartelson

Attachments

Letters of Understanding:

- Mental and Behavioral Health Benefits and Services
- Trauma Intervention Services
- Double Flex Container Gate/Yard Operations in the Major Ports
- Joint Dispatcher Pay
- Maintenance and Repair Advanced Skilled Training Programs
- Updated Red Circle Facilities
- Intraport Transfer of Mechanics
- Special Grievance Machinery- M&R Registered Mechanics
- Crane Operations and Coning/De-coning Devices
- PCL&CA Agreements for Marine Terminals Utilizing Automated Equipment
- Q&A Document – PCL&CA Agreements for Marine Terminals Utilizing Automated Equipment
- Relief Arbitrators
- Promotion of Container Freight Station (CFS) Program Fund
- ILWU Pandemic Appreciation Pay
- Amnesty

INTERNATIONAL LONGSHORE & WAREHOUSE UNION



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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

LETTER OF UNDERSTANDING Mental and Behavioral Health Benefits and Services

Dear Mr. McKenna:

During the course of PCL&CA negotiations, the Parties met and extensively discussed the importance of mental and behavioral health benefits and services under the ILWU-PMA Welfare Plan (“Welfare Plan”). The Parties agreed that these vital benefits and services cannot be ignored or neglected, especially in light of the current national crisis regarding accessibility and availability of mental and behavioral health services. The Parties agreed that they will proactively work together to take swift and concrete steps to address and improve the mental and behavioral health benefits and services under the Welfare Plan.

As guiding principles for the Parties’ ongoing work, the Parties are committed to:

- **Awareness**: increasing Welfare Plan participant awareness about the mental and behavioral health benefits and services provided under the Welfare Plan;
- **Accessibility**: developing and improving access to mental and behavioral health benefits and services (e.g., educating Welfare Plan participants on how to access these benefits and services and ensuring that the process for access is streamlined and efficient); and
- **Availability**: increasing and ensuring the availability of mental and behavioral health benefits and services (e.g., evaluating, improving, and increasing the current networks and other sources (including additional networks and/or additional services) to make these benefits and services more readily available without lengthy wait times for services or having to undertake extensive searches to locate available service providers).

Following 2022 negotiations, the Parties will continue to meet and take action to achieve these shared goals. The Employers and the Union shall appoint at least three representatives each to meet no less than once monthly.

As initial steps toward the Parties’ shared goals, the Parties also agreed to the following:

- Effective January 1, 2024, in at least one payroll mailing per month, the Parties shall include an insert that provides information regarding the mental and behavioral health benefits and

services provided under the Welfare Plan and how one can access such benefits and services. This insert will be jointly prepared and approved by the Parties.

- The Parties shall update the General Safety Training video to include information regarding the mental and behavioral health benefits and services available under the Welfare Plan and how to access those benefits and services by July 1, 2024.
- By July 1, 2024, the Parties shall establish a 24-hour toll-free hotline for Welfare Plan participants to provide, at minimum, the following: answers to questions about mental and behavioral health benefits and services under the Welfare Plan and how to access such benefits; assistance with securing immediate mental and behavioral health services and/or benefits and services covered under the Welfare Plan; and direction to and assistance with reaching appropriate service providers covered under the Welfare Plan.
- The Welfare Plan shall expand its use of Magellan Health, which currently provides a PPO network of mental and behavioral health providers in California, to also include PPO networks of mental and behavioral health providers in Oregon and Washington as soon as administratively feasible but no later than January 1, 2024.
- The Welfare Plan shall reach out to and work with Kaiser (in all areas) and the Welfare Plan Consultant to assess the mental and behavioral health services being offered to Welfare Plan HMO enrollees to ensure that there is appropriate accessibility and availability for such services.
- The Welfare Plan shall perform an RFP for mental and behavioral health networks and resources during calendar year 2024. The goal of said RFP will be to identify and secure networks and resources for Plan participants that increase the number of mental and behavioral health providers and improve the quality of mental and behavioral health services available.
- The Welfare Plan Trustees shall ensure that Plan vendors whose responsibility it is to provide the Welfare Plan with mental and behavioral health providers and services attend Trust and Benefit Subcommittee meetings at least quarterly and otherwise engage with the Welfare Plan to ensure that the mental and behavioral health benefit needs of the Plan participants are being met.
- The Welfare Plan shall, on an ongoing basis, work with the Plan Consultant to assess the mental and behavioral health networks, resources, and services available under the Welfare Plan in order to: (1) continuously improve accessibility and availability and (2) ensure that accessibility and availability do not decline.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23

**INTERNATIONAL
LONGSHORE &
WAREHOUSE UNION**



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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

**LETTER OF UNDERSTANDING
Trauma Intervention Services**

Dear Mr. McKenna:

During the course of PCL&CA negotiations, the Parties met and discussed the serious impact injuries and deaths on the job have on employees. The Parties agreed that offering mental health services and resources to individuals when a death or serious injury occurs is in the best interest of everyone. Therefore, the Parties agree that the local JPLRCs shall work together to select and engage trauma interventionists to offer immediate mental health services and resources when a death or serious injury occurs the full cost of which shall be borne by the employers. These services and resources shall commence being provided to employees no later than July 1, 2024.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23



**Pacific Maritime Association
Headquarters**

July 1, 2022

Mr. William E. Adams, President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
Double Flex Container Gate/Yard Operations in the Major Ports of LA/LB, Oakland,
Seattle, and Tacoma**

Mr. Adams:

The Parties agreed that for the term of the 2022 PCL&CA agreement the Employers, in the major container ports of LA/LB, Oakland, Seattle, and Tacoma may order longshore and clerk workers on a 6:00 a.m. Double Flex starting time on the day shift only. Double Flex orders for Container Gate/Yard operations placed in the Joint Dispatch Halls shall be filled on a volunteer basis.

Furthermore, the Parties agreed that there would be no change to Section 2.4491 and Section 2.4492.

The Parties additionally agreed on the following items:

1. For flexibility on Container Gate/Yard dock operations, individual longshore and marine clerk workers may be ordered on a Double Flex to perform trucker transactions between 6:00 a.m. and 7:00 a.m. prior to the start of the early flex shift of 7:00 a.m.
2. Beginning on Monday of each week or the initial day shift ordered for the week after Monday, Container Gate/Yard dock operations may be ordered and tagged as Double Flex.
3. Double Flex shifts on Container Gate/Yard dock operations shall be a 9-hour shift and work shall begin at 6:00 a.m. and end at 4:00 p.m.
4. The mealtime for those working on Double Flex operations shall be at either 11:00 a.m. or 11:30 a.m.
5. Employers shall order marine clerks preparatory time on a Double Flex operation beginning at 5:00 a.m.
6. The rate of pay for the Double Flex hour(s) between 5:00 a.m. to 7:00 a.m. shall be at:

Mr. William E. Adams, President
Letter of Understanding – Double Flex Container Gate/Yard Operations in the Major Ports
of LA/LB, Oakland, Seattle, and Tacoma
July 1, 2022
Page 2 of 2

Non Skill – 9 hours (1 hour at 1.8, 1 hour at 1.5, and 7 hours straight time); and
Skill III – 11 hours (2 hours at 1.8, 2 hours at 1.5, and 7 hours straight time).

7. Individual longshore and marine clerk workers may only be directed to perform the following work: push backs of containers piles and inventorying between 6:00 a.m. and 7:00 a.m. in the event there is a lack of trucker transactions.
8. The Employers will have the right to bring labor back on subsequent shifts of that week as Double Flex. Comebacks will be allowed Monday – Sunday, only where Port Working Rules allow for comebacks.
9. The Employers will hire the number of workers necessary to perform work on Double Flex operations in the following categories: Crane Operators, Remote Operators, Straddle Carriers, Side/Top Handlers, Heavy Lifts, Basic (Dock Aloft), Clerks (Chief Supervisor, Supervisor, Yard Planner, TCC Clerk, AC Clerk, Chief TD, and Tower Clerk), and Mechanics.
10. The Employers will hire the number of Mechanics necessary to perform M&R work on Double Flex operations. They will be ordered for 6:00 a.m. in accordance with the Area Port M&R Supplements.

The Parties agreed to send the outline above to the Joint Port Labor Relations Committees (JPLRC). Issues related to both the Dispatch and Port Working Rules in each area shall be addressed prior to the conclusion of 2022 bargaining. Members of the affected JPLRCs with relevant knowledge of the Dispatch and Port Working Rules will be made available to meet with the Coast Parties in San Francisco to accomplish the implementation of the Double Flex.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ William E. Adams

William E. Adams, President
International Longshore and Warehouse Union

Dated: 06/29/23

**INTERNATIONAL
LONGSHORE &
WAREHOUSE UNION**



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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

**LETTER OF UNDERSTANDING
Joint Dispatcher Pay**

Dear Mr. McKenna:

During the course of the 2022 ILWU-PMA Contract Negotiations, the Parties discussed and agreed that the wages and benefits for one joint dispatcher in longshore locals with less than 100 longshore registrants shall be amended to provide that PMA shall be obligated to pay 100% of such joint dispatcher costs, effective July 1, 2023.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23

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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

LETTER OF UNDERSTANDING Maintenance and Repair Advanced Skilled Training Programs

Dear Mr. McKenna:

During the course of the 2022 ILWU-PMA Contract Negotiations, the Parties discussed and agreed that Advanced Skilled Training Programs shall be established in the Northern California and Puget Sound/Columbia River areas. The site in Northern California area shall service the longshore workers in the Northern California area. The site in Puget Sound/Columbia River area shall service the longshore workers in the Oregon and Washington areas. These programs shall include all conditions of the Los Angeles-Long Beach “upskill and reskill” training model, including all contractual requirements placed on the longshore workers in the training programs in Los Angeles-Long Beach. These area training programs shall be implemented by the Parties within one year of ratification of the 2022 PCL&CA. This agreement replaces Section VII(A), Maintenance and Repair training, of the 1999 MOU.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23

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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

LETTER OF UNDERSTANDING
Updated Red Circle Facilities

Mr. McKenna:

During the course of the 2022 PCL&CA negotiations, the Parties agreed to modify the Red Circle Letter of Understanding as follows:

OAKLAND	
SSAT Berths 60-63	Red Circle
Pasha Berths 20-22	Red Circle Pasha off dock trucking operations and associated equipment
OICT Berths 57-59	Red Circle
SSA OICT Berths 55-56	Red Circle with the exception of cranes, transtainers, dry containers, reefers, and chassis

LONG BEACH	
LB 243-247/LB 266-270 SSA Pier J	Red Circle
LB 88-94 SSAT Pier A	Red Circle
LB 60-62 SSAT Pier C	Red Circle
LB 227-236 ITS Pier J/G	Red Circle
LB 205-207 SSA Pier F	Red Circle

LOS ANGELES	
LA APL/FMS Berths 302-305	Red Circle reefer, minor chassis service repair, and roadability in CY
LA Berths 121-131 Yang Ming	Red Circle with the exception of cranes
LA SSA Outer Harbor 54-55	Red Circle
LA Berth 100 WBCT/China Shipping	Red Circle with the exception of cranes

TACOMA	
Husky Terminal/ITS	Red Circle
TOTE	Red Circle with the exception of minor trailer repair, federal trailer licensing, and rolox box repair
Matson Facility	Red Circle

SEATTLE	
SSA Terminal 18	Red Circle
SSAT Terminal 25 and 30	Red Circle

Sincerely,

/s/ William E. Adams
 William E. Adams, President
 International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna
 James C. McKenna
 President and CEO
 Pacific Maritime Association

Dated: 06/29/23



**Pacific Maritime Association
Headquarters**

July 1, 2022

Mr. William E. Adams, President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
Intraport Transfer of Mechanics**

Dear Mr. Adams:

During the course of the 2022 negotiations, the provisions of the McEllrath/McKenna Letter of Understanding, Intraport Transfers of Mechanics, dated July 1, 2008, were reaffirmed with the following modifications applicable for the ILWU mechanics.

Registered Herman/Flynn mechanics are entitled, at the mechanic's request and without the approval of his/her current employer, to seek and obtain steady mechanic employment with another PMA member company at the same port area upon completion of seven (7) years of steady employment with one employer. Any mechanic who is working in one employer's crane shop(s) at the time of posting and has worked forty-five (45) or more consecutive days in the crane shop(s) is not eligible for this provision. Any posting within the forty-five (45) day requirement stated above shall not prevent a crane mechanic from applying for the posting.

Intraport transfer shall be limited to 10% of an individual employer's mechanic workforce and shall never exceed 10% of said employer's crane mechanic workforce, in one year unless otherwise agreed to by the employer. If an employer has a workforce of less than ten (10), such transfers shall be limited to one (1) unless otherwise agreed to by the employer.

The mechanic electing to transfer under this provision shall provide the employer he/she is leaving with 30 days notice.

A mechanic shall only be eligible to transfer once within each 24-month period, after the seven (7) year requirement has been fulfilled.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ William E. Adams

William E. Adams, President
International Longshore and Warehouse Union

Dated: 06/29/23

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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

LETTER OF UNDERSTANDING Special Grievance Machinery-M&R Registered Mechanics

Mr. McKenna:

During the course of the 2022 PCL&CA negotiations, the Parties agreed to modify the July 1, 2008 McEllrath/McKenna Letter of Understanding as follows:

Minor Offenses -- Absence from job such as late starts, early quits, extended relief periods, extended meal hours, failure to show, failure to follow orders or to work as directed, minor insubordination, falsification of work orders or written documents, and any other infraction of a minor nature:

1 st Offense	Letter of reprimand with copy to LRC and individual employee
2 nd Offense	1 or 2 day(s) off all work
3 rd Offense	1 to 3 week(s) off all work
4 th Offense	2 to 4 weeks off all work
5 th Offense	Minimum penalty, 6 months off all work. Maximum penalty, discretionary or deregistration.

Major Offenses – The Penalty Provisions of the PCLCD, Section 17.82 and Subsections shall apply.

In determining minor offense penalties, neither the Parties nor the arbitrators shall consider offenses that predate four years or more of the date of a current offense.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23

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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

**LETTER OF UNDERSTANDING
Crane Operations and Coning/De-coning Devices**

Dear Mr. McKenna:

For the term of the 2022 Agreement, the Parties agreed there shall be no introduction of any coning/de-coning machines to displace the basic longshoremen working under cranes against container operations.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23

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Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

LETTER OF UNDERSTANDING
PCL&CA Agreements for Marine Terminals Utilizing Automated Equipment

Mr. McKenna:

During the course of the 2022 PCL&CA negotiations, the Parties determined that a minimum manning agreement for terminals that introduce automated equipment shall be established. This minimum manning agreement shall not modify existing local manning agreements and/or current mechanic staffing in accordance with Section 6.3 of the Los Angeles-Long Beach Mechanic Port Supplement (reference TraPac, LBCT, APMT, and TTI in LA/LB) nor shall it limit the parties when negotiating future agreements that may exceed the minimum manning or restrictions set forth herein. Additionally, the Parties agree that it shall be prohibited to remotely operate any Cargo Handling Equipment (CHE) from an off-dock location and any remote operation shall be restricted and confined to that specific terminal.

The Parties reiterated the existing contractual obligations (reference Sections 10 and 15 of the PCL&CA and the Framework for Special Agreement on Application of Technologies and Preservation of Marine Clerk Jurisdiction) that any new method of operation based on technological change, including the introduction of artificial intelligence and/or the use of personally identifiable information,¹ shall be discussed and addressed by the parties under the PCL&CA.

With this in mind, the Parties further agree as follows:

Longshore

Remote Operators:

1. There shall be two (2) Remote-Room Crane Operators (RO) per console and shall be considered one (1) set. Manning for operation(s) shall be subject to the following²:
 - a. When operations include a vessel or vessels, a minimum of two (2) sets of RO shall be ordered;
 - b. When operations include rail operations, a minimum of two (2) sets of RO shall be ordered;
 - c. When operations include gate operations, a minimum of two (2) sets of RO shall be ordered;
 - d. A minimum of two (2) additional sets of RO shall be required when two (2) or more operations are working concurrently;

¹ Personally Identifiable Information (PII) is a person's name or any other information that could be used to identify someone and therefore needs to be protected and kept confidential and among the Parties.

² Any staffing of consoles in excess of document minimums, stated in the Remote Operator Section 1 (a, b, c, d, e), shall be ordered in sets at the discretion of the employers.

- e. A minimum of two (2) RO sets will be employed for grooming/housekeeping operations when no vessel, gate, or rail operations are performed on that shift; and
 - f. The parties understand that although the RO shall be ordered/employed pursuant to the number/type of operations in service, that they may perform work on any operation as determined by the employer and shall not be limited to any one type of operation such as vessel, rail, or gate operations.
2. Incremental manning for RO shall be applied starting in phases through the completion of the Project's full buildout.

Vessel:

1. Two (2) crane operators for each Ship to Shore (STS) crane ordered.
2. Four (4) Swingmen for each STS crane ordered.
3. Key dock/platform paid at Skill I to work on the Container Transfer Platform will be ordered three (3) men for every two (2) STS cranes to cover the operation and to provide their own relief. The key dock/platform will replace the dock signal historically ordered against the crane.
4. Two (2) UTR/Signal jobs per shift per vessel ordered for cargo that is landed between the crane legs and to signal the crane operator when it is necessary to gantry. They shall relieve each other.
5. Two (2) Swingmen per shift per vessel will be ordered to work on the vessel and between the crane legs. These Swingman will only be ordered when two or more gangs are working.
6. Lashers will be ordered as determined by the employer.

Rail:

1. Two (2) Crane Operators per Rail Crane ordered.
2. Three (3) key dock men to be paid Skill I for each cone cart (or equivalent) ordered.
3. One (1) basic dock man for each cone cart (or equivalent) ordered.
4. Eight (8) UTR per Rail Crane ordered, up to a maximum of forty-eight (48) UTR.

Dock Aloft:

1. One (1) Dock Aloft for every 15 ASC blocks working. They shall relieve each other.

Maintenance and Repair:

Due to the size and scope of automation projects, the employer recognizes that mechanics will need to be employed to perform contractual maintenance and repair work during all buildout phases of automation projects. Pursuant to the project plan submitted to the Union, the employer is committed at full buildout to furnish a basic minimum complement of mechanics at the terminal under the following formula based off the number of cargo handling equipment at the terminal:

Ship to Shore Cranes/Intermodal Yard Rail Cranes – number of machines multiplied by 1.0 = minimum number of mechanics to be employed; and

Automated Guided Vehicles – number of machines multiplied by .25 = minimum number of mechanics to be employed; and

Automated Stacking Cranes/Automated Straddle Carriers – number of machines multiplied by .50 = minimum number of mechanics to be employed.

The employer shall provide a transition plan for the minimum manning of mechanics prior to full buildout and it shall be implemented in phases.

(See Section 1.81 and Letter of Understanding – Clarification and Exceptions to ILWU Maintenance and Repair Jurisdiction.)

Marine Clerks

The Employers shall, pursuant to Section VI(B)(2) of the Framework for Special Agreement on the Application of Technologies and Preservation of Marine Clerk Jurisdiction (Technology Framework), incorporate the following items into the technology letter that shall be issued and processed according to the procedures of the Technology Framework.

1. At the direction of the employer, marine clerks shall address and resolve problems/alerts/notifications that arise in automated cargo handling operations, in accordance with Section 1 of the PCCCD and the Technology Framework.
2. In accordance with Section 1 of the PCCCD and the Technology Framework, marine clerks shall monitor and direct the flow of cargo throughout the terminal, including into and out of automated cargo areas, as required by the operation and under the direction of management.
3. Marine clerks shall resolve systems exceptions for cargo in transit (e.g. Failed to Deck, Blocked Areas, conflicts, etc.).
4. Marine clerks, paid at 30%, shall be assigned to monitor and resolve exceptions for any cargo being handled by automated container handling equipment (CHE). These Automation Clerks (AC Clerks) shall resolve any and all automated CHE exceptions for any working vessel, dock work, receiving and delivery, and/or rail operation pursuant to clerks' jurisdiction set forth in the PCCCD and the Technology Framework, but shall not be required to perform the work of other clerks or supervisors – including that outlined in items 6 and 8 below. Such clerks shall not be subject to 50/50 or any other equalization method. Manning shall be as follows:
 - a. When cargo or cargo equipment is being handled to or from a vessel, there shall be a minimum of one (1) AC clerk per vessel employed; and
 - b. When cargo or cargo equipment is being handled in the rail, there shall be a minimum of one (1) AC clerk employed; and
 - c. When cargo or cargo equipment is being handled in the yard, there shall be a minimum of one (1) AC clerk employed; and
 - d. In addition to the requirement to employ AC clerks triggered by the operations in 4a, b and 4c above, when the terminal is open for receipt and delivery of cargo there shall be a minimum of two (2) AC clerks employed.
 - e. When cargo and/or cargo equipment is not being handled on the facility, and thus no monitoring and/or resolution of exceptions are required, the employer may, at their discretion, opt not to employ such AC clerks.
 - f. While such AC clerks are employed in numbers determined on the basis of specific operations running, AC clerks shall work across all operations to monitor and resolve exceptions handled by automated container equipment throughout terminal.
5. In addition to the AC Clerks listed in above, a Chief Supervisor shall be employed against the yard to direct the work of clerks employed in the yard and to ensure that the work set forth in item 6 is properly performed, for each shift containers are received and/or delivered through the gate.
6. For each shift that containers are received and/or delivered through the gate, a minimum of two (2) 25% marine clerks shall be employed in the yard by the employer to perform all Section 1 clerk

work, including, but not limited to, directing cargo through the facility completing transactions, and the inspection, spotting, and verification of cargo and cargo equipment.

7. There shall be a Chief Supervisor employed against each working vessel. The Vessel Chief Supervisor shall direct the work of clerks employed against the vessel and ensure that the work set forth in item 8 is properly performed.
8. A minimum of two (2) 25% clerks shall be employed against each working vessel to perform all Section 1 clerk work, including, but not limited to, directing cargo handled or hoisted from manual operations, resolving any OCR exceptions, and spotting and verification of the condition or location of cargo and cargo equipment aboard vessels as required by the employer. These 25% clerks may also be required to work against cargo being handled or hoisted in the manual lanes between the crane legs. These 25% vessel clerks will be hall jobs.
9. There shall be a minimum of two (2) yard planners during any shift that cargo or cargo equipment is handled in the automated area other than periods of grooming, testing, and commissioning. There will be one (1) additional yard planner employed when running vessel operations and one (1) additional yard planner when running rail operations each shift trains are worked. At full build out, this will equate to a total of four (4) yard planners working when running vessel, yard, and rail operations.
10. A Chief Supervisor will be employed each shift in the tower when cargo is received or delivered.
11. Under the direction of management, marine clerks will implement and maintain parameters (e.g. penalties, or templates) required for the expert decking function and other automated stowage features of the terminal operating system. This work affects the flow of cargo and is assigned to marine clerks in accordance with Section 1 of the PCCCD and the Technology Framework.
12. Two (2) rail planners will be employed each shift trains are worked.
13. Marine clerks will set parameters and limits for appointments in the appointment system(s) as required by management.
14. The Parties acknowledge the above agreement only applies to operations working in automation and that a transition plan will be developed for the employment of such clerks at least ninety (90) days prior to each phase of the Project and the equipment being placed into service.

Sincerely,

/s/ William E. Adams
William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23

**Questions and Answers Related to the Letter of Understanding Re: PCL&CA
Agreements for Marine Terminals Utilizing Automated Equipment:**

- Q. Do all provisions of the Mechanic Port Supplements apply to the employment of the basic complement of mechanics identified in the Letter of Understanding?
- A. Yes.
- Q. Does this agreement prevent an employer from laying off mechanics below the basic complement as a result of a decrease in volume?
- A. No, an employer maintains flexibility in the layoff of mechanics under existing practices and the Mechanic Port Supplements.
- Q. Is the employer required to employ the total number of mechanics identified in the basic complement for each shift?
- A. No, it is agreed that the minimum complement of mechanics is an aggregate number combined across all shifts. The employer maintains flexibility in assigning work for the basic complement of mechanics.
- Q. Is the employer required to employ the total number of mechanics identified in the basic complement across all 7-days of the week?
- A. No, it is agreed that the minimum complement of mechanics is an aggregate number employed Monday through Friday in accordance with the provisions of the Mechanic Port Supplements.
- Q. If one of the existing facilities expands the use of automated equipment at the terminal, are they subject to the requirements of this minimum manning agreement (reference TraPac, LBCT, APMT, and TTI in LA/LB)?
- A. No. This minimum manning agreement shall not modify existing local manning agreements and/or current mechanic staffing under the Mechanic Port Supplement at the existing facilities (reference TraPac, LBCT, APMT, and TTI in LA/LB).

/s/ James C. McKenna

/s/ William E. Adams

James C. McKenna
President and CEO

William E. Adams
President International Longshore and
Warehouse Union

Dated: 06/29/23

Dated: 06/29/23



**Pacific Maritime Association
Headquarters**

July 1, 2022

Mr. William E. Adams, President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
Relief Arbitrators**

Dear Mr. Adams:

During the course of the 2022 negotiations, the Parties agreed to add a Section 17.512 to the PCL&CA regarding utilization of relief arbitrators as follows:

“Two (2) relief arbitrators, (one (1) union and one (1) employer) will be named in each area for when industry Area Arbitrators are scheduled off. When relief arbitrators are on duty, they shall only be utilized for those on-the-job issues which by contract require immediate decision, such as health and safety, onerousness, penalty cargo payment, picket lines and work stoppages; however, during extended absence of regular industry Area Arbitrators, they may be utilized for other issues by mutual agreement of the parties, except for Section 13.2 complaints.”

The Parties further agreed to the following:

1. The selection of the relief arbitrators shall be in keeping with the method referenced in CLRC Mtg. 6-02;
2. Relief arbitrators may not come from the active ILWU workforce or be a current employee or consultant of the Pacific Maritime Association (PMA) or any PMA member company;
3. Each relief arbitrator shall be subject to joint re-appointment at the expiration of the PCL&CA;
4. All compensation and expenses for relief arbitrators shall be paid by PMA;
5. Office, travel, and phone expenses shall be paid in amounts consistent with the amounts currently paid to the industry Area Arbitrators; and
6. Relief arbitrators shall be paid at a per diem rate consistent with the industry arbitrators' annual salary.

Sincerely,

/s/James C. Kenna
James C. McKenna
President and CEO

Understanding confirmed:

/s/ William E. Adams

William E. Adams, President
International Longshore and Warehouse Union

Dated: 06/29/23

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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

**LETTER OF UNDERSTANDING
Promotion of Container Freight Station (CFS) Program Fund**

Mr. McKenna:

During the course of the 2022 PCL&CA negotiations, the parties discussed the Container Freight Station (CFS) Supplement. The Pacific Maritime Association (PMA) will distribute a letter to its member companies January of each year. The letter will contain a copy of the CFS Supplement and it will expressly encourage member companies to review the totality of the CFS Supplement, with particular attention to pages 37 and 38 of the CFS supplement, which highlight the existence of the CFS subsidy to be distributed by PMA to those of its members who operate CFS facilities. The annual letter will also expressly outline what the CFS subsidy offers PMA member companies. Each year, PMA will provide to the Union copies of each letter sent to every PMA member company, in addition to statistics outlining the percentage of use of the subsidy by its member companies and the impact of this annual letter in achieving its goal to increase use of the CFS subsidy.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23



**Pacific Maritime Association
Headquarters**

July 1, 2022

Mr. William E. Adams, President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
ILWU Pandemic Appreciation Payment**

Dear Mr. Adams:

In recognition of the ILWU workforce's contributions in support of West Coast port operations and delivering vital goods to Americans coast-to-coast during the extraordinary and unprecedented circumstances of the pandemic era, the Employers agree to a one-time appreciation pay of \$70 million to be distributed amongst individuals who meet certain criteria described below ("Eligible Employees"). The Parties further agreed to use the PMA Vacation Benefit Plan to facilitate the distribution of this one-time payment (the "Appreciation Payment"). Eligible Employees shall include all registered Class A and B longshore workers and clerks, registered walking bosses, and Identified Casuals who:

1. During the 2022 Payroll Year, had wages greater than \$0.00 paid under the PCL&CA or the PCWBFA (excluding all watchmen, training, sick leave, and workplace exclusion occupation codes); and
2. As of December 17, 2022 (the start date of the final payroll week of Payroll Year 2022), were listed in a port as a:
 - a. Registered Class A or B longshore worker or clerk; or
 - b. Registered Walking Boss; or
 - c. Identified Casual.

Any active registered Class A or B longshore worker or clerk or registered Walking Boss who met the requirement for Item 1 above but retired during the 2022 Payroll Year and prior to December 17, 2022 shall receive this one-time Appreciation Payment.

The Appreciation Payment shall be calculated by dividing \$70 million by the total number of Eligible Employees.

The Appreciation Payment for each Eligible Employee shall be paid and reported, for tax purposes, by the Joint Port Labor Relations Committee for the port to which the Eligible Employee is assigned. The Appreciation Payment shall not be counted as hours for any purpose under any

Mr. William E. Adams, President
Letter of Understanding – ILWU Pandemic Appreciation Pay
July 1, 2022
Page 2 of 2

other ILWU-PMA benefit plan and are not eligible for Elective Deferrals under the ILWU-PMA Savings (401(k)) Plan.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ William E. Adams

William E. Adams, President
International Longshore and Warehouse Union

Dated: 06/29/23

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July 1, 2022

Mr. James C. McKenna
President and CEO
Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105

**LETTER OF UNDERSTANDING
Amnesty**

Mr. McKenna:

This confirms the Employers' agreement that there will be no discipline, grievances, or legal claims (and any pending claims will be withdrawn) against the Union or any individual bargaining unit worker for any acts of alleged misconduct that may have occurred between July 1, 2022 and the signing of the 2022 Memorandum of Understanding, with the exception of issues related to Section 13. This confirms the Union's agreement that there will be no grievances, or legal claims (and any pending claims will be withdrawn) against the PMA or any individual employer for any actions related to bargaining that may have occurred between July 1, 2022 and the signing of the 2022 Memorandum of Understanding.

Sincerely,

/s/ William E. Adams

William E. Adams
President
International Longshore and Warehouse Union

Understanding Confirmed:

/s/ James C. McKenna

James C. McKenna
President and CEO
Pacific Maritime Association

Dated: 06/29/23