

**ILWU/PMA  
PACIFIC COAST WALKING BOSSES AND FOREMEN'S AGREEMENT  
MEMORANDUM OF UNDERSTANDING**

between

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

and

**Locals 91, 92, 94, and 98  
of the  
INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION**

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 Walking Bosses and Foremen's 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. Wage Rates

The straight time rate for Walking Bosses/Foremen and CFS Walking Bosses/Foremen shall be 134% of longshore skill rate I as set forth in the chart below:

	Straight-Time Hourly Rate Effective:					
Effective 8:00 A.M.:	7/2/2022	7/1/2023	6/29/2024	6/28/2025	7/4/2026	7/3/2027
Walking Bosses/ Foremen	\$ 71.36	\$ 74.04	\$ 76.72	\$ 79.40	\$ 82.08	\$ 84.76

## II. Pensions

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:

	<b>As of 7/1/21</b>	<b>As of 7/1/22</b>	<b>As of 7/1/23</b>	<b>As of 7/1/24</b>	<b>As of 7/1/25</b>	<b>As of 7/1/26</b>	<b>As of 7/1/27</b>	<b>Total Increase</b>
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:

<b>Chiropractic Treatment</b>		
Limited to 40 visits per Plan Year (except when the Welfare Plan chiropractic consultant decides additional visits are medically necessary).		
<b>CHOICE PORTS</b>		
<b>Basic Benefit</b>	PPO: 100% of covered charges	Non-PPO: Not Covered
<b>NON-CHOICE PORTS (NO PPO ACCESS)</b>		
<b>Basic Benefit</b> ( <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.	
<b>Major Medical Benefit</b> (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. ILWU-PMA 401k Plan**

1. Revise 401(k) Savings Plan Addenda to delete the sentence: “This fund will terminate on July 1, 2022.” The revised paragraph will read as follows:

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

**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 – Wage Rates**

1. Revise Section 4.4 to read as follows:

“Subsistence and lodging. Subsistence and lodging, when payable as provided in local supplements, shall be paid at the rate of \$45.00 per meal and at the rate of \$235.00 per night for lodging.”

2. Revise Section 4.62 to delete the sentence: “It is also agreed for this provision that these travel provisions shall be applicable to the regular Foremen in Eureka for travel into the Oregon/Columbia River area.” The revised Section 4.62 will read as follows:

“With respect to California, it is agreed that the regular Foremen in the ports of San Diego and Port Hueneme are considered to be in a “limited work opportunity port” status as defined in the Addenda to the Pacific Coast Longshore and Clerks’ Agreement, and the travel provisions contained therein shall be applicable to such Foremen.”

**VII. Section 5 – Holidays**

1. Revise 5.1 to add Juneteenth as a paid working holiday.
2. Revise 5.2 to add the following:

*Juneteenth*, June 19—No work shall be performed on the first shift (07:00-17:00) 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.

3. Revise Section 5.33 to read as follows:

Disbursement. Payment for each “paid holiday” shall be made on the first payday following the payroll week in which the “paid holiday” falls. The Pacific Maritime Association shall be the disbursing agent for such payments.

4. Revise Section 5.313 to read as follows:

In addition to Sections 5.311 and 5.312, employees receiving their job assignments through the dispatch hall must be available for at least 2 of the 5 days, Monday through Friday (exclusive of the holiday), during the payroll week in which the holiday falls.

**VIII. Section 6 – Pay Guarantee Plan, Rules, and Administration**

1. Revise Section 6.311 to read as follows:

Earnings shall include all payroll adjustment payments, including monetary claims paid as a result of LRC or arbitration decisions. Such compensation 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. Revise Section 6.31111 to read as follows:

Compensation shall also include the amount of any retirement benefits, including Social Security benefits, paid to the worker regardless of age. This provision prohibits any offset to PGP based on retirement benefits that an individual is entitled to but has not actually received.

**IX. Section 7 – Vacation**

1. Revise Section 7.13 to read as follows:

Each week's vacation pay shall be 45 times the employee's applicable straight time hourly rate as set forth in Section 7.1.

**X. Section 8 – Dispatching and Registration**

1. Revise Section 8.22 to read as follows:

All registration will follow the Coastwise Foremen's Hiring Process pursuant to COWB No. 09-21, unless modified by the Coast Parties.

2. Add Section 8.27 to read as follows:

A fully registered Walking Boss/Foreman may apply for transfer, on a voluntary basis, from his/her home port to a receiving port as a registered Walking Boss/Foreman at that port only as part of a simultaneous, reciprocal transfer exchange between such ports, unless the receiving port has no resident registered Walking Boss/Foreman. No exceptions shall be granted for "compelling reasons" or other grounds.

3. Add Section 8.271 to read as follows:

There shall be no reciprocal transfers conducted for any Walking Boss/Foreman with less than five years as a registered Walking Boss/Foreman.

4. Add Section 8.272 to read as follows:

Reciprocal transfers shall be from the respective JFLRC Transfer Lists and be made on a quarterly basis. Eligible fully registered Walking Bosses/Foremen requesting transfer must submit a written request to their home port JFLRC, with a copy to the JFLRC at the requested receiving port, which shall be kept on file by both JFLRCs for the duration of the quarter or until such transfer occurs. The JFLRC Transfer Lists shall expire at the end of each quarter.

5. Add Section 8.273 to read as follows:

If multiple Walking Bosses/Foremen from the same home port request to transfer to the same receiving port, then the home port JFLRC shall determine which requests to grant based on seniority.

6. Add Section 8.274 to read as follows:

Transfers shall not be permitted if contrary to policies established by the Joint Walking Bosses and Foremen's Coast Labor Relations Committee.

7. Add Section 8.275 to read as follows:

Any request for a transfer shall be denied to any applicant who has pending complaints or is serving a discipline penalty, which has been sustained by the JFLRC or an arbitrator, until such penalty has been served or where pending complaints have been adjudicated.

8. Add Section 8.276 to read as follows:

Any Walking Boss/Foreman applicant for transfer offering or accepting any item of value in exchange for a transfer shall be immediately removed from the transfer list for the duration of the contract period or twelve months, whichever is longer. If it is found, subsequent to a transfer, that an individual offered or accepted an item of value to facilitate the transfer, the involved individuals shall be immediately returned to their previous home port.

9. Add Section 8.2212 that reads as follows:

Applicants for foreman/walking boss registration shall be required to satisfy PCL&CA obligations to be considered for promotion (e.g., crane training, Herman/Flynn obligations etc.).

10. Add Section 8.241 that reads as follows:

Walking Bosses or Foremen who transfer their registration back to longshore or clerk registration as provided in Section 8.24 will be barred from future foremen hiring processes for three (3) years from the date of return.

11. See Letter of Understanding – Joint Dispatcher Pay.

#### **XI. Section 9 - Training**

1. Revise Section 9.2 to read as follows:

The PMA Training Department (per LOU 12/8/02, Supervisory Training Program) will conduct a supervisory training program for all new Walking Bosses/Foremen. The training program for all new Walking Bosses/Foremen shall be a minimum of 5 consecutive workdays and 2 floating days, and a duration of 10 days and 2 floating days in Los Angeles/Long Beach.

2. Updated "Foreman/Walking Boss's Training Program" LOU – 13.2 Module.

#### **XII. Section 13 – No Discrimination**

1. See Letter of Understanding – Section 13.2 Grievance Procedures

#### **XIII. Miscellaneous**

1. Retroactive pay shall be paid from July 1, 2022, until the ratification of the agreement.
2. See Letter of Understanding – \$70 Million ILWU Pandemic Appreciation Pay.

3. See Letter of Understanding – Enforcement of PCMSC Rule 629.
4. See Letter of Understanding – Walking Bosses/Foremen’s Steady Pay Guarantee
5. See Letter of Understanding – Minimum Manning Agreement for Terminal Utilizing Automated Equipment.
6. Update Letter of Understanding – Joint Walking Bosses/Foremen’s Coast Labor Relations Committee.
7. Letter of Understanding – Medical Specialist Southern California
8. Update Letter of Understanding – Formula for Registering New Walking Bosses/Foremen
9. Update Letter of Understanding – Item XV, 2014 PCWB&FA MOU – Miscellaneous
10. Update Letter of Understanding – Mutual Support and Cooperation Promotion Accountability of Walking Bosses
11. Update Letter of Understanding – Reaffirming Historical Letters of Understanding
12. See Letter of Understanding – Amnesty

**XIV. Addenda**

1. SPECIAL GRIEVANCE/ARBITRATION PROCEDURES FOR THE RESOLUTION OF COMPLAINTS RE DISCRIMINATION AND HARASSMENT UNDER SECTION 13.2 OF THE PACIFIC COAST WALKING BOSSES AND FOREMEN’S AGREEMENT

Revise Section III, Paragraph (18) as follows:

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 timeliness 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 timeliness, he/she will provide the basis for that decision in writing.

**XV. Tax Approvals**

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.

**XVI. Section 23 - Term of Agreement**

1. Revise to read as follows:

This Agreement shall remain in effect until 5:00 p.m., July 1, 2028, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least 60 days prior to the expiration date.

Dated: 06/29/23

PACIFIC MARITIME ASSOCIATION  
(on behalf of its members)

/s/ Stephen J. Hennessey

Stephen J. Hennessey, Senior Vice President & COO

/s/ Chad Lindsay

Chad Lindsay, Vice President, Labor Relations

/s/ Sean Marron

Sean Marron, Senior Area Managing Director

Dated: 06/29/23

INTERNATIONAL LONGSHORE and  
WAREHOUSE UNION

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman, Local 94

/s/ Pete McEllrath

Pete McEllrath, Vice Chairman, Local 92

/s/ Adrian Lowery

Adrian Lowery, Local 91

/s/ Paul Wasbrekke

Paul Wasbrekke, Local 98

/s/ Mike Trudeau

Mike Trudeau, Local 94

/s/ Frank F. North

Frank F. North, Local 94

/s/ Drew Gutierrez

Drew Gutierrez, Local 94



**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  
Foreman/Walking Boss's Training Program – 13.2 Module  
Section 13.2 Grievance Procedures  
ILWU Pandemic Appreciation Pay  
Enforcement of PCMSC Rule 629 LOU  
Walking Bosses/Foremen's Steady Pay Guarantee  
Minimum Manning Agreement for Terminal Utilizing Automated Equipment.  
Joint Walking Bosses/Foremen's Coast Labor Relations Committee.  
Medical Specialist Southern California  
Formula for Registering New Walking Bosses/Foremen  
Item XV, 2014 PCWB&FA MOU – Miscellaneous  
Mutual Support and Cooperation Promotion Accountability of Walking Bosses  
Reaffirming Historical Letters of Understanding  
Amnesty

# INTERNATIONAL LONGSHORE & WAREHOUSE UNION



1188 FRANKLIN STREET, 4<sup>th</sup> FLOOR  
SAN FRANCISCO  
CALIFORNIA 94109  
(415) 775-0533  
(415) 775-1302 FAX  
www.ILWU.org

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



1188 FRANKLIN STREET, 4<sup>th</sup> FLOOR  
SAN FRANCISCO  
CALIFORNIA 94109  
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(415) 775-1302 FAX  
www.ILWU.org

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. Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiation Committee

**LETTER OF UNDERSTANDING  
Dispatch of Double Flex Walking Bosses/Foremen: Local 91, 94 and 98**

Mr. Miranda:

The Parties agreed to the following with respect to the dispatch of Walking Bosses/Foremen ordered as “double flex” in the Port of Oakland, LA/LB, Seattle, and Tacoma. This agreement does not apply to rail operations.

1. The Employer may assign steady/hall foremen to double flex jobs.
2. When double flex jobs are ordered from the dispatch hall the hall orders must be placed by the employer at the jointly agreed to cutoff times for 1<sup>st</sup> shift work.
  - Foremen will continue to make themselves available for double flex per current practice.
3. Double Flex Hall jobs will be dispatched on a rotational basis. The Dispatcher will maintain a separate rotational dispatch sheet for the dispatch of double flex jobs and any late orders.

**Compensation:**

Local 98: In a week in which an employer places a double flex order, a 1st shift dispatcher shall be paid an additional 1.0 hours beginning with the date of the initial order placed by the employer. Such compensation shall be discontinued when all double flex operations cease in the port during the week.

Local 91: When an employer places a double flex order, a 1<sup>st</sup> shift dispatcher shall be paid 1.0 additional hour.

The above compensation does not apply to Local 94.

4. All double flex hall jobs will be dispatched in the same manner per the current practice for dispatch of 1<sup>st</sup> shift jobs.

5. All Replacements shall continue to be placed according to the current local dispatch rules in each port.
6. Ex Hall foremen jobs will be turned over to locals 19 and 23 by 4:30 P.M. the day prior. This does not apply to Local 91 and 94.
7. Employer shall order Foremen preparatory time on a double flex operation beginning at 5:00 am.
8. Steady double flex job code shall be established.
9. Hall double flex job code shall be established.
10. Callbacks shall be per current practice.
11. No change to the current dispatch procedures.
12. Double flex Hours:
13. 5am – 7am = 2 hours 1.8 rate
14. 7am – 8am = 1 hour 1.5 rate
15. 8am – 11pm = 3 hours ST
16. 11am – 12 pm = When there is only one walking boss/foreman working in the container yard/gate operation, 11am-12pm shall be paid at the 1.5 rate if the foreman is required to work through all meal hours. In all other situations, walking bosses/foremen shall be paid at the straight time rate from 11am-12pm.
17. 12 pm- 1 pm = 1 hour 1.5 rate (when required to work an overtime hour)
18. 1 pm – 5pm = 4 hours St.
19. 5pm – 6pm = 1 hour 1.5 rate (If gate extended or lap hour)
20. 6pm – 7pm = 1 hour at 1.5 rate (lap hour if late flex is performed)

The above Agreement shall be implemented upon ratification and implementation of the 2022 MOU.

Sincerely,

/s/ Stephen J. Hennessey

Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

Acknowledged and agreed upon:

/s/ Daniel G. Miranda

---

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Dated: \_\_\_\_\_ 06/29/23 \_\_\_\_\_





**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Joint Dispatcher Pay**

Mr. Hennessey:

During the course of the 2022 PCWB&FA negotiations, the Parties discussed and agreed that the wages and benefits for one joint dispatcher in walking boss/foremen locals with less than 80 foremen 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/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

---

Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23



**Pacific Maritime Association  
Headquarters**

---

July 1, 2022

Mr. Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiation Committee

**LETTER OF UNDERSTANDING  
Walking Bosses/Foremen Training Program**

Mr. Miranda:

PMA proposes instruction conducted every three years to include:

- Add a module on Section 13 and the Pacific Coast Special Grievance Handbook.
- Add a module on OSHA that would be taught by a third party representative addressing key areas that OSHA inspectors look for on terminals, including: fall hazards, evacuation plans, and key regulations.
- Training on leadership, confidence, interactions with management (Superintendents), responsibility, stress management, and clarify roles on the Waterfront –taught by PMA and Foreman/Walking Boss Leadership.
- Review Terminal Evacuation plans for the specific terminals involved.
- Increased emphasis on safety and accident prevention – taught by Accident Prevention & Safety
  - Foreman/Walking Boss’s role and responsibility in the prevention of accidents
    - Identifying and correcting behaviors and conditions that lead to an accident or injury
    - Improving safety awareness of longshore workforce
    - Setting expectations and accountability with respect to safety
  - Educate Foreman/Walking Boss on industry’s longshore injury experience
    - Most injured occupations
      - UTR
      - Lasher
      - Holdmen
      - Dockmen
    - Most common mechanisms of injury
      - Strains
      - Slip, trip, and fall
      - Struck by

- Reasonable Drug & Alcohol Suspicion Assessment Third-Party– Instructions
  - Impaired employee recognition training
  - Key concepts and terms
  - Reasonable suspicion (Section 17.829)
  - Objective evidence
  - Indicators of substance abuse
  - Returning to the Hall (Section 1.1)
  - PCWB&FA Grievance Machinery (Section 17.2 – 17.74)
  - ILWU-PMA Alcohol & Drug Free Workplace Policy.
  - PCMSC

Sincerely,

/s/ Stephen J. Hennessey

Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

Acknowledged and agreed upon:

/s/ Daniel G. Miranda

---

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Section 13.2 Grievance Procedures**

Mr. Hennessey:

During the course of the 2022 PCWB&FA negotiations, the Parties agreed that if a walking boss/foreman is involved in any Section 13.2 claim, accused of harassment, discrimination (including hostile work environment), or retaliation in a grievance that is scheduled for an arbitration hearing, the walking boss/foreman, their designated representative, and the representatives for the Union and Employer will make themselves available for a pre-hearing investigatory meeting no less than ten (10) business days before the hearing. PMA will provide to the designated representative and union representative copies of any PMA-generated records to be submitted to the arbitrator, including but not limited to work records and complaint history, no less than three (3) days before the hearing.

Sincerely,

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

---

Stephen J. Hennessey  
Senior Vice President and COO

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



**Pacific Maritime Association  
Headquarters**

---

July 1, 2022

Mr. Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiation Committee

**LETTER OF UNDERSTANDING  
Enforcement of PCMSC Rule 629**

Mr. Miranda:

In order to maintain safe working conditions, the Parties agree that walking bosses/foremen shall enforce Rule 629 of the Pacific Coast Marine Safety Code (PCMSC), including the restriction of the use of phones and other devices on marine terminals to create videos and other social media posts. The Parties agree that violations of Rule 629 of the PCMSC create unnecessary distractions and unsafe conditions on the job. As such, all walking bosses/foremen shall include instructions regarding this prohibition as part of the walking bosses/foremen safety briefings. Walking bosses/foremen shall monitor and enforce this rule in order to maintain a safe working environment. The Employers will provide support and cooperate with the Walking Boss/Foreman in the enforcement of Rule 629.

Sincerely,

/s/ Stephen J. Hennessey

Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

Acknowledged and agreed upon:

/s/ Daniel G. Miranda

---

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Walking Bosses/Foremen's Steady Pay Guarantee**

Mr. Hennessey:

In addition to the minimum weekly guarantee of 50 hours, a steady walking boss/foreman will receive a daily pay guarantee for each shift worked up to a maximum of five (5) shifts per payroll week. This does not preclude eligible steady walking bosses/foremen from voluntarily working a sixth day and receiving a daily pay guarantee for that sixth day subject to the terms below.

If a steady foreman is not available on a scheduled day, s/he shall not be able to work the optional sixth day unless s/he was unavailable due to circumstances agreed to by the employer and the Union. In order to work the optional sixth day, one of the six days must include Friday.

The amount of the daily pay guarantee will change with each contract year in accordance with the chart below.

	Current	1	2	3	4	5	6
		2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
		Daily Rate	Daily Rate	Daily Rate	Daily Rate	Daily Rate	Daily Rate
Daily Pay	\$200	\$216	\$223	\$230	\$237	\$245	\$251

All current coastwise steady guarantee agreements are replaced with the above steady walking boss/foremen guarantee programs.

The contractual 50-hour guarantee shall remain in the Contract and steady Walking Bosses/Foremen have to be available to their steady employer a minimum of 50 hours per week.

The Employers will use an open interview process per past practice to select steady Walking Bosses/Foremen.

A supplemental Walking Boss/Foreman board shall be created and will be the first source utilized to fill jobs not filled by the Walking Bosses/Foremen's hall.



Steady Walking Bosses/Foremen shall be paid the appropriate hours for each shift worked (e.g., flex hours, working through meal periods, and extended time). These hours shall not be deducted from their steady pay guarantee.

Each employer shall provide its steady Walking Bosses/Foremen a weekly 5-day work schedule no later than Friday.

The Union and the Employer shall meet to discuss concerns about the failure of a steady Walking Boss/Foreman to meet the availability requirements for steady employment.

Employers are prohibited from retaining any Walking Boss/Foreman as a steady who regularly fails to meet the availability requirements for steady employment, and shall be released from steady employment. This provision does not apply to a steady Walking Boss/Foreman who is not available due to circumstances agreed to by the Employer and the Union.

The Employers are entitled to employ steady walking bosses/foremen without limit as to numbers or length of time in steady employment (Ref: COWB-0001-2010). If an employer experiences any problem with a steady walking boss/foreman, the Union and the employer shall meet to discuss the individual’s problems. However, should the employer continue to have problems with the walking boss/foreman they will be released from steady employment without interference by the Union. The release of a steady walking boss/foreman under this provision is not subject to inverse seniority.

Sincerely,

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

---

Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Minimum Manning Agreement for Terminals Utilization Automated Equipment**

Mr. Hennessey:

During the course of the 2022 PCWB&FA negotiations, the Parties determined that a minimum manning agreement for terminals that introduce automated equipment shall be established. The minimum manning agreement shall not modify current local manning agreements (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.

The Parties reiterated the existing contractual obligations (see PCWB&FA sections 10.3 and 15) that any new method of operation based on technological change, including the introduction of artificial intelligence and/or the use of personally identifiable information (which includes a person's name or any other information that could be used to identify someone and therefore needs to be protected and confidential among the Parties), shall be discussed and addressed by the parties under the PCWB&FA.

With this in mind, the Parties further agree that on all container vessels, yard and rail operations, the minimum manning levels outlined in the Southern California Foremen's Port Supplement shall be followed.

It is understood that future operational changes or conditions may permit the manning levels to differ than that listed above and that any change shall be done through Sections 10 and/or 15 and their subsections.

Sincerely,

/s/ Daniel G. Miranda  
Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

---

Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23





**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
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July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Joint Walking Bosses/Foremen's Coast Labor Relations Committee**

Mr. Hennessey:

During the course of the 2022 PCWB&FA negotiations, the Parties discussed and agreed to revise throughout the Contract as follows:

“Joint Walking Bosses and Foremen's Coast Labor Relations Committee”

Sincerely,

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

---

Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Medical Specialist Southern California**

Mr. Hennessey:

During the course of 2022 bargaining, the Parties agreed that within one year of the ratification of the 2022 Contract the Joint Walking Bosses and Foremen's Coast Labor Relations Committee shall select a new Medical Specialist to be utilized by the LA/LB Joint Foremen's Labor Relations Committee. The Parties agree to continue to utilize the services of the current Medical Specialist during the selection process.

Sincerely,

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

---

Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Formula for Registering New Walking Bosses/Foremen**

Mr. Hennessey:

During the course of the 2022 PCWB&FA negotiations, the Parties discussed and agreed to revise the formula for registering new walking bosses/foremen to read as follows (per Meeting No. 09-21):

Formula: Total shortages (all shifts) for the previous 2 quarters  $\div$  180 = Number of Foremen to Register.

Example: Shortages for Jan – Jun, 2014 = 7,000

Formula:  $7,000 \div 180 = 38.89$

Result: 38 Foremen to be registered

Sincerely,

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

---

Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Item XV, 2014 PCWB&FA MOU – Miscellaneous**

Mr. Hennessey:

During the course of bargaining, the Parties discussed and agreed to revise fourth bullet point as follows:

- All provisions with the exception of PGP and the steady guarantee Walking Boss/Foreman program of this agreement shall be retroactive to July 1, 2014.
- All current resident Walking Bosses/Foremen shall be maintained.
- An additional Walking Boss/Foreman may be requested on container vessel operations without using the onerous provisions of the Coast Contract.
- In the four major ports of Los Angeles/Long Beach, Oakland, Seattle, and Tacoma, all flex and regular de-lashing jobs and catch-up lashing jobs on containerized vessels as well as all lashing jobs on automobile vessels shall be dispatched out of the Joint Walking Bosses/Foremen's Dispatch Hall provided such assignment does not prevent the Employers from providing five (5) shifts of work to their steadily employed Walking Bosses/Foremen. (revised July 1, 2022)
- During the course of 2014 ILWU-PMA Walking Bosses/Foremen Negotiations, the Parties discussed a number of current Letters of Understanding. The Committee agreed to re-affirm the Letters of Understanding contained in this Contract Document.

Sincerely,

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

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Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Mutual Support and Cooperation Promoting Accountability of Walking Bosses**

Mr. Hennessey:

During the course of the 2022 PCWB&FA negotiations, the Parties discussed and agreed to revise list of assigned accountability tasks as follows per COWB 02-03 and 01-05:

Conducting Safety Talks  
Preparation of Accident/Injury Reports  
Preparation of Time Sheets  
Disciplining of Longshore Workforce  
Promoting Positive Work Environment  
Duties of Walking Bosses/Foremen as defined by Section 4 of the PCMSC

Sincerely,

/s/ Daniel G. Miranda  
Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

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Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23



**JOINT WALKING BOSSES & FOREMEN'S COAST  
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July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Reaffirming Historical Letters of Understanding**

Mr. Hennessey:

During the course of 2022 ILWU-PMA Walking Bosses/Foremen Negotiations, the Parties discussed a number of current Letters of Understanding. The Committee agreed to re-affirm the Letters of Understanding contained in this Contract Document.

Sincerely,

/s/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

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Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23





**JOINT WALKING BOSSES & FOREMEN'S COAST  
LABOR RELATIONS COMMITTEE  
LOCALS 91, 92, 94, 98  
180 E. Ocean Blvd., Suite 1020, Long Beach, California 90802**

July 1, 2022

Mr. Stephen J. Hennessey  
Senior Vice President and COO  
Pacific Maritime Association

**LETTER OF UNDERSTANDING  
Amnesty**

Mr. Hennessey:

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 related to bargaining, 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/ Daniel G. Miranda

Daniel G. Miranda, Chairman  
Walking Bosses/Foremen Negotiating Committee

Understanding Confirmed:

/s/ Stephen J. Hennessey

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Stephen J. Hennessey  
Senior Vice President and COO

Dated: 06/29/23

