

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

**Memorandum of Understanding**  
**July 1, 2022**  
**Page 2**

**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

**Memorandum of Understanding**  
**July 1, 2022**  
**Page 3**

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



**Memorandum of Understanding**  
**July 1, 2022**  
**Page 4**

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

- 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.
- 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.

<b>PROGRAM II: Retired Longshoremen</b>	
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).		
<hr/>		
<b>CHOICE PORTS</b>		
<b>Basic Benefit</b>	PPO: 100% of covered charges	Non-PPO: Not Covered
<hr/>		
<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	
<hr/>		

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 19<sup>th</sup> 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, Item 18 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 (3<sup>rd</sup>) 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 2<sup>nd</sup> 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

PACIFIC MARITIME ASSOCIATION  
(on behalf of its members)

/s/ James C. McKenna

/s/ Stephen J. Hennessey

/s/ Michael Wechsler

/s/ William Bartelson

Dated: 06/29/23

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

/s/ William E. Adams

/s/ Cam Williams

/s/ Frank Ponce De Leon

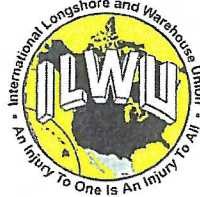
**Attachments**

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



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

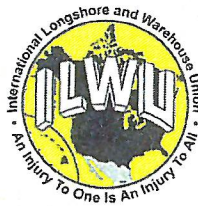
---

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  
(415) 775-0533  
(415) 775-1302 FAX  
[www.ILWU.org](http://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. 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:

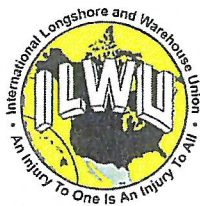
/s/ William E. Adams

\_\_\_\_\_  
William E. Adams, President  
International Longshore and Warehouse Union

Dated: 06/29/23



**INTERNATIONAL  
LONGSHORE &  
WAREHOUSE UNION**



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  
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