

July 1, 2014

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, 2014. 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 (PCL&CA) 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

	<i>From</i>	<i>Increase</i>	<i>To</i>
Effective 8:00 a.m., June 28, 2014	\$35.68	\$1.00	\$36.68
Effective 8:00 a.m., July 4, 2015	\$36.68	\$1.50	\$38.18
Effective 8:00 a.m., July 2, 2016	\$38.18	\$1.25	\$39.43
Effective 8:00 a.m., July 1, 2017	\$39.43	\$1.50	\$40.93
Effective 8:00 a.m., June 30, 2018	\$40.93	\$1.25	\$42.18

Effective 8:00 a.m., June 28, 2014

	<i>From</i>	<i>Increase</i>	<i>To</i>
Basic Longshore	\$35.68	\$1.00	\$36.68
Skill I	\$38.08	\$1.00	\$39.08
Skill II	\$40.35	\$1.00	\$41.35
Skill III	\$41.48	\$1.00	\$42.48
Journeyman Mechanic	\$42.82	\$1.20	\$44.02
Leadman Mechanic	\$46.36	\$1.32	\$47.68
Trainee Mechanic	\$42.82	\$1.20	\$44.02
Basic Clerk	\$35.68	\$1.00	\$36.68
Clerk Supervisor	\$38.08	\$1.00	\$39.08
Kitchen/Tower/Computer Clerk	\$40.35	\$1.00	\$41.35
Chief Supervisor & Supercargo	\$41.48	\$1.00	\$42.48

Effective 8:00 a.m., July 4, 2015

	<i>From</i>	<i>Increase</i>	<i>To</i>
Basic Longshore	\$36.68	\$1.50	\$38.18
Skill I	\$39.08	\$1.50	\$40.58
Skill II	\$41.35	\$1.50	\$42.85
Skill III	\$42.48	\$1.50	\$43.98
Journeyman Mechanic	\$44.02	\$1.80	\$45.82
Leadman Mechanic	\$47.68	\$1.95	\$49.63
Trainee Mechanic	\$44.02	\$1.80	\$45.82
Basic Clerk	\$36.68	\$1.50	\$38.18
Clerk Supervisor	\$39.08	\$1.50	\$40.58
Kitchen/Tower/Computer Clerk	\$41.35	\$1.50	\$42.85
Chief Supervisor & Supercargo	\$42.48	\$1.50	\$43.98

Effective 8:00 a.m., July 2, 2016

	<i>From</i>	<i>Increase</i>	<i>To</i>
Basic Longshore	\$38.18	\$1.25	\$39.43
Skill I	\$40.58	\$1.25	\$41.83
Skill II	\$42.85	\$1.25	\$44.10
Skill III	\$43.98	\$1.25	\$45.23
Journeyman Mechanic	\$45.82	\$1.50	\$47.32
Leadman Mechanic	\$49.63	\$1.63	\$51.26
Trainee Mechanic	\$45.82	\$1.50	\$47.32
Basic Clerk	\$38.18	\$1.25	\$39.43
Clerk Supervisor	\$40.58	\$1.25	\$41.83
Kitchen/Tower/Computer Clerk	\$42.85	\$1.25	\$44.10
Chief Supervisor & Supercargo	\$43.98	\$1.25	\$45.23

Effective 8:00 a.m., July 1, 2017

	<i>From</i>	<i>Increase</i>	<i>To</i>
Basic Longshore	\$39.43	\$1.50	\$40.93
Skill I	\$41.83	\$1.50	\$43.33
Skill II	\$44.10	\$1.50	\$45.60
Skill III	\$45.23	\$1.50	\$46.73
Journeyman Mechanic	\$47.32	\$1.80	\$49.12
Leadman Mechanic	\$51.26	\$1.95	\$53.21
Trainee Mechanic	\$47.32	\$1.80	\$49.12
Basic Clerk	\$39.43	\$1.50	\$40.93
Clerk Supervisor	\$41.83	\$1.50	\$43.33
Kitchen/Tower/Computer Clerk	\$44.10	\$1.50	\$45.60
Chief Supervisor & Supercargo	\$45.23	\$1.50	\$46.73

Effective 8:00 a.m., June 30, 2018

	<i>From</i>	<i>Increase</i>	<i>To</i>
Basic Longshore	\$40.93	\$1.25	\$42.18
Skill I	\$43.33	\$1.25	\$44.58
Skill II	\$45.60	\$1.25	\$46.85
Skill III	\$46.73	\$1.25	\$47.98
Journeyman Mechanic	\$49.12	\$1.50	\$50.62
Leadman Mechanic	\$53.21	\$1.62	\$54.83
Trainee Mechanic	\$49.12	\$1.50	\$50.62
Basic Clerk	\$40.93	\$1.25	\$42.18
Clerk Supervisor	\$43.33	\$1.25	\$44.58
Kitchen/Tower/Computer Clerk	\$45.60	\$1.25	\$46.85
Chief Supervisor & Supercargo	\$46.73	\$1.25	\$47.98

<i>Work Experience Group</i>	<i>Straight-Time Hourly Rate Effective:</i>				
	6/28/2014	7/4/2015	7/2/2016	7/1/2017	6/30/2018
0 through 1,000 hours	\$26.43	\$27.51	\$28.41	\$29.49	\$30.39
1,001 through 2,000 hours	\$27.43	\$28.51	\$29.41	\$30.49	\$31.39
2,001 through 4,000 hours	\$29.43	\$30.51	\$31.41	\$32.49	\$33.39
4,001 or more hours	Basic S/T	Basic S/T	Basic S/T	Basic S/T	Basic S/T

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.

A. Actives:

1. The pension rate for actives who retire on or after July 1, 2014 under the ILWU-PMA Pension Plan will be as follows:

- a. Effective July 1, 2016, for those registered longshoremen and clerks retiring on or after July 1, 2014, the rate of pension credit accrual will increase from \$180 per month per year of qualifying service to \$190 per month per year of qualifying service, which will provide a maximum benefit of \$7,030 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, 2017, for those registered longshoremen and clerks retiring on or after July 1, 2014, the rate of pension credit accrual will increase from \$190 per month per year of qualifying service to \$195 per month per year of qualifying service, which will provide a maximum benefit of \$7,215 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, 2018, for those registered longshoremen and clerks retiring on or after July 1, 2014, the rate of pension credit accrual will increase from \$195 per month per year of qualifying service to \$200 per month per year of qualifying service, which will provide a maximum benefit of \$7,400 per month for a longshoreman or clerk with 37 or more years of qualifying service retiring at age 62 or later;

B. 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, 2014, for those longshore and clerk registrants who retired before July 1, 2014 under the ILWU-PMA Pension Plan, the retirement income under the ILWU-PMA Pension Plan shall increase as stated below.

1. For those longshore and clerk registrants who retired before July 1, 1993 under the ILWU-PMA Pension Plan, the pension rate shall increase as follows:

- a. Effective July 1, 2015, 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
- b. Effective July 1, 2016, an additional \$4.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement.

2. For those longshore and clerk registrants who retired after June 30, 1993, and prior to July 1, 1999 under the ILWU-PMA Pension Plan, the pension rate shall increase as follows:
 - a. Effective July 1, 2015, 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
 - b. Effective July 1, 2016, an additional \$2.00 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon his retirement.

3. 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:
 - a. Effective July 1, 2015, 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
 - b. Effective July 1, 2016, an additional \$2.00 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 7/1/14	As of 7/1/15	As of 7/1/16	As of 7/1/17	As of 7/1/18	Total Increase
Retirees before 7/1/1993	\$89	\$94	\$98	\$98	\$98	\$9
Retirees from 1993-1999	\$92	\$96	\$98	\$98	\$98	\$6
Retirees from 1999-2002	\$106	\$108	\$110	\$110	\$110	\$4
Retirees from 2002-2008	\$153	\$153	\$153	\$153	\$153	\$0
Retirees from 2008-2014	\$180	\$180	\$180	\$180	\$180	\$0
Retirees from 07/01/2014	\$180	\$180	\$190	\$195	\$200	\$20

- C. 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 a minimum pension benefit equal to the greater of 65% of the pension amount otherwise payable to the deceased longshoreman or clerk or the following amounts:
 1. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired before July 1, 1993 under the ILWU-PMA Pension Plan:

- a. Effective July 1, 2015, \$65.80 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
 - b. Effective July 1, 2016, \$68.60 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
2. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired on or after July 1, 1993 but before July 1, 1999 under the ILWU-PMA Pension Plan:
- a. Effective July 1, 2015, \$67.20 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
 - b. Effective July 1, 2016, \$68.60 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
3. 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:
- a. Effective July 1, 2015, \$70.20 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
 - b. Effective July 1, 2016, \$71.50 per month per qualifying year of service recognized for pension benefits under the ILWU-PMA Pension Plan upon the longshoreman or clerk's retirement.
4. For Surviving Spouses or Dependent Child Survivors of longshore and clerk registrants who retired on or after July 1, 2014 but before July 1, 2019 under the ILWU-PMA Pension Plan:
- a. Effective July 1, 2016, \$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; and
 - b. Effective July 1, 2017, \$146.25 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

- c. Effective July 1, 2018, \$150 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 7/1/14	As of 7/1/15	As of 7/1/16	As of 7/1/17	As of 7/1/18	Total Increase
Retirees before 7/1/1993	\$60.85	\$65.80	\$68.60	\$68.60	\$68.60	\$7.75
Retirees from 1993-1999	\$62.80	\$67.20	\$68.60	\$68.60	\$68.60	\$5.80
Retirees from 1999-2002	\$68.90	\$70.20	\$71.50	\$71.50	\$71.50	\$2.60
Retirees from 2002-2008	\$99.45	\$99.45	\$99.45	\$99.45	\$99.45	\$0
Retirees from 2008-2014	\$135	\$135	\$135	\$135	\$135	\$0
Retirees from 07/01/2014	\$135	\$135	\$142.50	\$146.25	\$150	\$15

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 parties agree to retain Zenith American Solutions to provide the administrative services for claims processing, subject to the requirements listed below. Lindquist, LLP will conduct a claims and administrative audit of Zenith and its subcontractors six months after the signing of the new Memorandum of Understanding (MOU) and annually thereafter. The audit will cover claims received on and after 45 days following the date of the signing of the MOU and shall include an examination of a random sample of claims selected by Lindquist that represent at least [audit sample percentage TBD pending referral to Milliman] of all claims (including Medicare claims) processed from each of the four areas (Southern California, Northern California, Oregon, Washington). If the Trustees find that Zenith is in material breach of the requirements listed below, the parties shall instruct the Welfare Plan Consultant to issue a Request for Proposal (RFP) for the selection of a new Third-Party Administrator (TPA).
 - a) Zenith shall transition to the use of the Beacon Spyglass claims system within twelve months.
 - b) Zenith shall discontinue use of all off-site satellite offices, including the call center in Seattle and the office in San Pedro/Wilmington, and move all claims processing and customer service operations of the Coastwise Claims Office (CCO) to a dedicated office in San Francisco.
 - c) The Area Directors shall be provided with weekly spreadsheets showing the status of all cases they have referred to the CCO in the past twelve (12) months. The design and content of the spreadsheets shall be subject to approval of the Executive Director and the Area Directors.
 - d) There shall be no automatic fee increases.
 - e) Members who encounter negative credit reporting as a result of incorrect or untimely claims processing shall be provided with support to repair damaged credit.
 - f) Performance guarantees:
 - i. Procedural and Financial Accuracy: 97% of all claims processed correctly; 99% of all claims paid correctly.
 - ii. Turnaround Time: 97% of all claims processed in 30 calendar days.
 - iii. Customer Service: All calls answered within 30 seconds during system up-time; average member and provider call wait time not to exceed 5 minutes.

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- iv. Claims and Appeals: All required notifications to Plan participants regarding benefit determinations to be provided within the time limits set by ERISA and in accordance with the claims denial requirements set forth in the Supplemental Summary Plan Description (SSPD, "Claims Review Procedures"). 97% of member issues on written or oral claims to be documented with responses within 10 business days; all member issues on requests for full and fair reviews to be documented and sent to the BPO within 15 business days.
 - v. Accurate and timely data and records shall be provided to the Trustees in connection with all litigation or investigations.
 - g) Compliance with all requirements listed above shall be audited by Lindquist LLP serving as an independent auditor.
 - h) The Trustees will sign the Claims Administration Agreement with Zenith, amended to reflect the above provisions, no later than the signing of the new MOU.
3. That for nonindustrial injuries or illnesses welfare eligibility shall be extended from a maximum of three years to a maximum of five years. ICM will certify through independent examinations/reviews welfare eligibility for the fourth and fifth years of disability.
 4. That foot appliances and required castings shall be covered for CIP and HMO enrollees. The benefit will be limited to foot appliances and required castings prescribed by a Podiatrist and will be limited to no more than \$400 per year.
 5. That multifocal lens implants shall be a covered benefit for cataract surgeries only.
 6. That High Index eye glass lenses shall be a covered benefit; limited to one set of lenses per year.
 7. The Joint Trustees shall instruct the Welfare Plan Consultant to re-negotiate the current contract with OptumRx as outlined in the April 5, 2013 Milliman Report regarding OptumRx Proposed Pricing Alternative.
 8. For eligible Employees who are assigned to ports in California, along with their Qualified Dependents, the CIP shall provide access to the BlueCard PPO network of providers outside of California.
 9. Services (excluding dental) provided by relatives (by blood, marriage, or legal adoption) or by people ordinarily residing in the member's household shall not be covered.
 10. CSRP:

The Parties agree to amend the terms of the Controlled Substance Review Program, as was agreed to in Item 7 of the January 8, 2009 ILWU-PMA Benefit Subcommittee Meeting Minutes, as follows: reduce the number of narcotic scripts per quarter for medical evaluation from 15 to 8.

In addition, the Parties agree that, where two or more physicians are prescribing a total of four or more narcotic scripts to the same participant in one quarter, OptumRx will notify each of the physicians of the total number of narcotic scripts written for that participant during that quarter.

All OptumRx reports will continue to be distributed to Dr. Smith, MD, & Associates, and to the Coast Director of the ADRP.

Other than these amendments, the program will be conducted under the same terms as outlined in Item 7 of the January 8, 2009 ILWU-PMA Benefit Subcommittee Meeting Minutes.

11. Services provided to CIP enrollees who are referred to out-of-network ambulatory surgery centers by an in-network provider shall be covered at 100% of the Maximum Allowable Charge (MAC). For all other surgical procedures for Choice Port Participants, including colonoscopies, only those performed at acute care hospitals or at in-network ambulatory surgery centers will be covered by the plan (the Parties agree to hire an administrative assistant, for the life of the new MOU, to work at the direction of the Southern California Area Welfare Director).

IV. ILWU-PMA 401k Plan

- A. PMA shall amend the ILWU-PMA Savings (401(k)) Plan to permit Plan participants to designate some or all of their elective deferrals as Roth 401(k) contributions.
- B. The ILWU-PMA Savings (401(k)) Plan Committee will add a Precious Metals Fund as an investment option.

V. Section 9 – Promotions, Training and Steady Skilled Men

A. Amend Section 9.41 of the PCLCD as follows:

Trained and/or qualified skilled men shall accept work in their skill when checked in for work or while working in other categories. Failure to fill the minimum complement of skilled work as ordered by the employer shall result in penalties levied by the JPLRC against men who do not make themselves available for such work when skilled men are needed.

B. See 9.41 LOU (Local 13 and Local 10)

C. Training

That all future UTR training shall include the use of a bombcart and chassis.

VI. No Discrimination

- A. Modify PCLCD and PCCCD to Cover Grievances and Complaints for Disability Discrimination Under Section 13.2.

The first sentence of Section 13.2 shall be modified to add the term “disability” to the bases for grievances and complaints that shall be processed solely under the Special Grievance/Arbitration Procedures For The Resolution of Complaints RE Discrimination and Harassment Under The Pacific Coast Longshore & Clerks’ Agreement. The first sentence of Section 13.3 shall be modified to delete the term “disability” from the bases for grievances and complaints that are not to be filed under the Special Section 13.2 Grievance Procedures.

- B. See Proper Application of Section 13 of the PCL&CA to Discrimination Complaints LOU.

VII. Section 14 - Cranes

A. Amend Section 14.6211 of the PCLCD as follows:

14.6211 Men who are released by their steady employer for any reason, other than discharge for cause, shall be released on the basis of inverse job seniority unless the application of inverse seniority will not provide the employer with sufficient employees qualified to operate the employer's cranes. Steady men who have been laid off shall be offered first opportunity to return to their previous employer in reverse order of layoff, for a period of 45 days from the date they were originally laid off. If a man believes he is being released improperly, he may make such claim and have it resolved through the grievance machinery.

VIII. Amendment to Section 17.511

All arbitration hearings arising under the PCL&CA in each of the four areas (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington) shall be heard by a panel of three arbitrators. Each panel shall consist of one employer pick (chosen by the historic method), one union pick (chosen by the historic method), and one qualified neutral. The qualified neutral shall be a non attorney/lawyer who meets certain minimum standards, including no prior affiliation with the PMA, any PMA member company, or the ILWU and on the FMCS or AAA labor arbitrator rosters.

The panel of three arbitrators in each area shall together adjudicate all formal arbitrations and the outcome shall be determined by a majority rule, with no minority report.

For disputes arising under Section 13.2, the employer pick and the union pick arbitrators on each area panel shall serve on a rotational monthly basis. If there is any conflict of interest, the appointed arbitrator shall recuse him or herself, permitting the other arbitrator to perform the hearing.

For disputes arising under 17.6, the employer pick and the union pick arbitrators on each area panel shall serve on a random basis.

The arbitrators in each area shall adjudicate matters on the job when required by the contract (reference, for example, Section 17.829). Failure to appear as required by the contract shall be grounds for dismissal or other discipline.

Each arbitrator shall be subject to joint re-appointment at the expiration of the PCL&CA.

The parties shall implement within 14 days of ratification of the PCL&CA, and the Northern California and Southern California arbitrators shall be released within 14 days of ratification of the PCL&CA.

IX. Maintenance and Repair

See Chassis LOU

See Tool Voucher Program for Mechanics LOU

See M&R Training LOU

See Updated Red Circle LOU

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

20.1 For each year of the Agreement the Employers will have a contingent liability for the Pay Guarantee Plan for the following amount:

Per year	\$30,000,000
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20.11 In each year \$7,500,000 will be made available in each quarter.

20.13 At the end of the first payroll week if the benefits that have been paid are less than the amount available for that week, the unused amount will be made available for the next payroll week(s) as provided in Section 20.3. Thereafter, the unused amount of the total available in any payroll week shall be made available for the following payroll week(s). This accumulating procedure shall continue over the full contract period.

20.2 Benefits. Effective with the ratification of the contract, PGP benefits for Class A employees shall be a maximum of 40 hours pay each week; PGP benefits for Class B employees who have 5 or more vacation qualifying years as of the preceding April 1 shall be a maximum of 40 hours pay each week; PGP benefits for Class B employees with less than 5 vacation qualifying years as of the preceding April 1 shall be a maximum of 32 hours pay each week. The hourly rate of PGP pay shall be the employee's appropriate straight time rate of pay as provided under Section 4.13.

20.22 The benefits payable each week shall be the difference between a man's earnings and PGP benefits for that week.

20.222 If an individual's earnings in any payroll week were less than the benefit amount and he was ineligible for an appropriate PGP benefit that week, the calculation for the period will be made as if his earnings for that week were equal to the appropriate PGP weekly benefit.

20.31 PGP payments will be made to eligible men weekly on the payday of the second week following the week for which a benefit is payable. Men will be eligible for benefits if they are on the PGP eligibility list, meet the weekly availability requirement, and have earnings less than the appropriate weekly benefit amount.

20.536 Individuals who are absent because of jury duty shall have their jury duty days Monday through Friday counted toward availability to determine PGP for the week or weeks while serving. Verification of jury duty service and pay shall be presented to PMA in order to receive this benefit.

20.631 The 1 payroll week, for which PGP payments may be made as provided herein, shall stand alone.

XI. CFS Supplement

- A. Add Section 1.10 to the PCLCD (Section 1.10) and the PCCCD (Section 1.9) as follows:

This document also covers the stuffing, unstuffing, and transloading of containers on docks. See Container Freight Station Supplement and associated Letters of Understanding.

- B. Amend Section 1 of the CFS Program Fund as follows:

The employers will expend during the term of this contract funds to be raised upon containerized cargo tonnage. The funds shall be managed by PMA and distributed to those of its members who use bargaining unit employees to stuff, unstuff, and transload containers under the terms of the PCL&CA or at any CFS facilities manned by the bargaining unit, such distribution to be on a basis which will encourage the preservation, growth and increase of such container stuffing, unstuffing and transloading work. PMA will report periodically to the Union on the receipts and disbursements of the Fund.

- C. See attached CFS LOU

XII. Supplement I – Coastwise Registration and Transfer

**Section 1. TRANSFERS OF LONGSHOREMEN AND CLERKS BETWEEN PORTS
(TRANSFERS OF CLERKS BETWEEN PORTS – PCCCD)**

- 1.1 A fully registered (Class A) longshore worker (clerk – PCCCD) with a minimum of five years Class A registration seniority may apply for transfer, on a voluntary basis, from his/her home port to a receiving port as a fully registered (Class A) longshore worker (clerk – PCCCD) at that port only as part of a simultaneous, reciprocal transfer exchange between such ports (see Section 1.10).
- 1.2 Reciprocal transfers shall be from their respective JPLRC Transfer Lists and be made on a quarterly basis strictly on a seniority basis of eligible fully registered (Class A) applicants.
- 1.3 Eligible fully registered (Class A) longshore workers (clerks – PCCCD) with a minimum of five years Class A registration seniority requesting reciprocal transfer must submit a written request to their home port JPLRC, with a copy to the JPLRC at the requested receiving port, which shall be kept on file by both JPLRCs for the duration of the contract period or until such reciprocal transfer process occurs.
- 1.4 Transfers shall not be permitted if contrary to policies established by the CLRC.
- 1.5 There shall be no reciprocal transfers conducted for any longshore worker (clerk – PCCCD) with less than five years of fully registered (Class A) seniority status. No exceptions shall be granted for “compelling reasons” or other grounds.
- 1.6 Any request for a reciprocal transfer shall be denied to any applicant who has pending complaints or is serving a discipline penalty, which has been sustained by the JPLRC or an arbitrator, until such penalty has been served or where pended complaints have been adjudicated.
- 1.7 Any denial of transfer shall be subject to review in accordance with the procedures and rules that are applicable.
- 1.8 A fully registered (Class A) longshore worker (clerk – PCCCD) may transfer only to fully registered status as a longshore worker (clerk – PCCCD) in another port. The place of the transferred worker on the Class A list of the port to which he/she transfers shall be determined by his/her total Class A and Class B registered time as compared to such time of those on the Class A list of the port to which he/she transfers.
- 1.9 No other rules, criteria, or procedures shall be used by the JPLRCs concerning reciprocal transfers.
- 1.10 Nothing in this section applies to registered clerks transferring to ports recognized as being within the domain of the same clerk JPLRC (PCCCD).

- 1.11 Any longshore worker (or clerk) applicant for transfer offering or accepting any item of value to a longshore worker (or clerk) in exchange for a reciprocal 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 any item of value to facilitate the transfer, the involved individuals shall be immediately returned to their previous home port.

XIII. Section 1.4 Amendment

That “*Appendix I*” be removed from Section 1.4 of the PCLCD.

XIV. Local 10

1. Dispatch of Supplemental Walking Bosses

See attached LOU.

2. Crane Manning

See attached LOU.

3. Utility Men/Lift Drivers

During the course of bargaining the parties discussed the employment of utility man/lift drivers. The parties agreed:

1. The utility man/lift driver concept contained in the local agreement does not allow for daily employment.
2. Arbitration Award NC-35-86 is vacated. Utility man/lift drivers shall not be used as signal men in transtainer operations.
3. Weekly/monthly utility man/lift drivers will not be ordered by name or number.
4. Utility man/lift drivers may operate Skill I and Skill II equipment on non-vessel operations only. Should Local 10 fail to fill Skill III jobs (top picks, reachstackers and side picks only) at the conclusion of regular dispatch, utility man/lift drivers may be directed to operate Skill III equipment for the terminal that was otherwise shorted only.
5. The number of utility man/lift drivers employed is restricted to one per berth, as defined by the port authority. As an example, an employer operating a terminal with three berths could employ three utility man/lift drivers.
6. Any arbitration decision or LRC agreement not in conflict with the above items shall remain in effect.

4. Cruise Store Operations

See attached LOU

5. JPLRC Medical Facility

See attached LOU

6. **Section 9.43 SF/Oakland**

Men who are released by their steady employer for any reason, other than discharge for cause, shall be released on the basis of inverse job seniority. Any 9.43 steady employee released on the basis of inverse seniority is subject to recall rights for a period of 45 days following layoff. If a man believes he is being released improperly, he may make such claim and have it resolved through the grievance machinery.

7. **Longshore Dispatch Times**

During the course of bargaining the parties discussed longshore dispatch times. The parties agreed that dispatch shall commence at 6:00 a.m. on the dayside with flex, Skill III, then excess clerk jobs with the balance of dispatch commencing at 6:30 a.m. and shall continue without stopping until the completion of dispatch. In addition, the parties agreed that dispatch shall commence at 4:00 p.m. on the night side with flex, Skill III, then excess clerk jobs with the balance of dispatch commencing at 4:30 p.m. and shall continue without stopping until the completion of dispatch.

The parties agree to review the Skill III dock work opportunities (to include RTG's, RMG's, top pickers, reachstackers and side pickers) in the Bay Area between steady and hall Skill III equipment operators. The parties shall meet quarterly to review payroll records as well as any Skill III yard work that went unfilled by the hall on a port wide basis with the objective of 50%-50% equalization of Skill III work over an annual basis.

Finally, the parties discussed and agreed that the second shift start times in the Bay Area will begin at 6:00 p.m. in accordance with Section 2.41 PCL&CA.

8. **Late Orders**

Local 10 shall accept late orders in circumstances in which a breakdown of a crane, *force majeure*, or circumstances beyond the control of the employer creates a significant delay in the ship's normal working operations. The parties agree that this provision shall not be subject to gimmickry by either party.

9. **Gearmen Start Times**

See attached LOU.

10. **NCAA-001-2014**

See attached LOU.

XV. Local 13

Hall Crane Board Amendment (pg. 206 of the PCLCD)

5. Hall Crane Board:

(a) In determining transfers to the primary crane list, the Joint Port Labor Relations Committee shall review the average of all crane hours worked by the hall crane board (primary list) operators who are available (checked in or working off the crane board) the first 2 weeks of the 13-week averaging period. The Joint Port Labor Relations Committee shall only transfer secondary list operators to the primary list when a minimum of 200 hours of crane work opportunity per Hall Crane Operator (per month) is available to the primary Hall Crane Board. Joint dispatch hall and PMA allocations records shall be used to confirm the number of crane jobs available in the hall.

LA/LB CY Equipment Board Language (replace current pg. 209 of the PCLCD)

A Container Yard (CY) Equipment Board for the dispatch of all tophandlers, sidepick, portpacker and reachstacker operators shall be established in the Los Angeles/Long Beach Longshore Dispatch Hall and in any other major port where jointly agreed. Any tophandler/sidehandler job that is unfilled by persons on the CY Equipment Board shall be filled by any other Class "A" or Class "B" longshore worker who is PIT-certified in that piece of equipment. Any CLRC crane designation of tophandlers and reachstackers in Los Angeles/Long Beach is hereby rescinded (Memorandum of Understanding, dated November 23, 2002).

XVI. Marine Clerks

1. Add to PCCCD Section 8.6:

Release of steady marine clerks.

Clerks who are released by their steady employer for any reason, other than discharged for cause, shall be released on the basis of inverse seniority, by category/classification and operation (gate, yard, rail, and vessel). Each marine terminal operator employing steady marine clerks shall establish separate seniority lists by category/classification and operation. When laying off steady marine clerks, the inverse seniority layoff(s) shall be applied based upon category/classification and operation worked by marine clerks. If a clerk believes he is being released improperly, he may make such claim and have it resolved through the grievance machinery.

Marine clerks returned to the hall via an inverse seniority lay off shall have 45-day recall rights to their prior position with their former steady employer.

The employer shall provide to the Union its seniority lists within 90 days of ratification of the MOU.

2. Add to PCCCD Section 17.72:

Such clerk shall not be dispatched to such employer until his case shall have been heard and disposed of before the Joint Port Labor Relations Committee, and no other employer shall refuse employment to such clerk on the basis of such return to the dispatch hall. This provision shall only apply to clerks who are returned to the hall (fired) prior to the completion of their shift.

3. The Vessel Planner Supplemental Agreement shall be updated, and those PMA member companies employing ILWU represented vessel planners shall be signatory to the Vessel Planner Supplemental Agreement. The Parties agree to accomplish this within 60 days of ratification of the MOU.
4. There shall be established two 30% Occupation Codes: "Planning – Rail" and "Planning – Yard". Marine clerks who perform the yard and rail planning functions shall be paid at the appropriate 30% rate. Nothing in this Section will limit an employer's rights under the PCCCD and its Addenda.
5. For clerks' locals that utilize daily or weekly preferred hall clerks, such clerks shall not be offered nor shall they accept a preference hire on their scheduled day off.
6. That PMA shall agree to transfer a Local 14 longshore worker to marine clerk status in the Port of Eureka.

XVII. Miscellaneous

- A. Correct the typo on page 32 of the PCLCD by eliminating "Transtainer Operator" from the Skill II list.

- B. Steady Skill Men – Page 194, add the following language to #1:

A guarantee to skilled men regardless of category at a minimum of 173 hours per month at the 25¢ differential shall be paid to steady employees. Such guarantee shall be paid irrespective of how long an individual is retained during any month as a steady skilled man; provided, however, that should such steady skilled man be released for cause during any month, the guarantee shall be prorated over the period such employee was retained as a steady man; steady men who have been laid off shall be offered first opportunity to return to their previous Employer in reverse order of layoff, for a period of 45 days from the date they were originally laid off.

XVIII. Section 2.5 Amendment

For flexibility on ship operations, longshoremen may be ordered one full hour only prior to the start of any shift for work “other than actual handling or moving of cargo,” such as lashing, unlashng, rigging of ramps, covering and uncovering, rigging or trimming of gear and preparing equipment. The phrase “other than actual handling or moving of cargo” is intended to permit the preparation of cargo for movement to or from the vessel so long as there is no actual movement of cargo directly to or from the vessel. The hour shall be paid at the overtime rate and shall not count against the eight hour guarantee.

XIX. 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.

Attachments

Letters of Understanding:

- Wage Schedule
- Proper Application of Section 13 of the PCL&CA to Discrimination Complaints
- Procedure for Selecting and Compensating the Coast Appeals Officer for Section 13.2 Cases
- Coast Appeals Officer for Section 13.2 Cases
- Chassis
- Tool Voucher Program
- M&R Training
- Updated Red Circle Facilities
- Container Freight Station (CFS) Supplement
- San Francisco Bay Area (Local 10) Container Crane Manning
- San Francisco Bay Area (Local 10) Cruise Operations
- San Francisco/Oakland Joint Medical Facility
- San Francisco Bay Area (Local 10) Gearmen Start Times
- Ports America Outer Harbor – Steady Equipment Operators
- San Francisco Bay Area (Local 34) Clerks Steady Employment and Equalization
- Northern California Supplement IV Travel
- Picket Lines
- Post Retirement Benefits for Surviving Spouses
- Filing with the FMC
- Supplemental Foremen/Walking Boss Dispatch
- Amnesty

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 4,001 or More Hours

Effective 8:00 a.m., June 28, 2014 to 8:00 a.m. July 4, 2015

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$36.68	\$48.91	\$55.02	\$58.69	\$66.02
Skill I	\$39.08	\$52.11	\$58.62	\$62.53	\$70.34
Skill II	\$41.35	\$55.13	\$62.03	\$66.16	\$74.43
Skill III	\$42.48	\$56.64	\$63.72	\$67.97	\$76.46
Clerk Wage Rates:					
Basic Clerk	\$36.68	\$48.91	\$55.02	\$58.69	\$66.02
Clerk Supervisor	\$39.08	\$52.11	\$58.62	\$62.53	\$70.34
Kitchen/Tower/Computer Clerk	\$41.35	\$55.13	\$62.03	\$66.16	\$74.43
Chief Supervisor & Supercargo	\$42.48	\$56.64	\$63.72	\$67.97	\$76.46
CFS Wage Rates:					
Utilityman	\$36.68	\$48.91	\$55.02	\$58.69	\$66.02
Working Supervisory Clerk	\$39.08	\$52.11	\$58.62	\$62.53	\$70.34
Mechanics Wage Rates:					
Journeyman	\$44.02	\$58.69	\$66.03	\$70.43	\$79.24
Leadman	\$47.68	\$63.57	\$71.52	\$76.29	\$85.82
Trainee	\$44.02	\$58.69	\$66.03	\$70.43	\$79.24

Effective 8:00 a.m., July 4, 2015 to 8:00 a.m. July 2, 2016

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$38.18	\$50.91	\$57.27	\$61.09	\$68.72
Skill I	\$40.58	\$54.11	\$60.87	\$64.93	\$73.04
Skill II	\$42.85	\$57.13	\$64.28	\$68.56	\$77.13
Skill III	\$43.98	\$58.64	\$65.97	\$70.37	\$79.16
Clerk Wage Rates:					
Basic Clerk	\$38.18	\$50.91	\$57.27	\$61.09	\$68.72
Clerk Supervisor	\$40.58	\$54.11	\$60.87	\$64.93	\$73.04
Kitchen/Tower/Computer Clerk	\$42.85	\$57.13	\$64.28	\$68.56	\$77.13
Chief Supervisor & Supercargo	\$43.98	\$58.64	\$65.97	\$70.37	\$79.16
CFS Wage Rates:					
Utilityman	\$38.18	\$50.91	\$57.27	\$61.09	\$68.72
Working Supervisory Clerk	\$40.58	\$54.11	\$60.87	\$64.93	\$73.04
Mechanics Wage Rates:					
Journeyman	\$45.82	\$61.09	\$68.73	\$73.31	\$82.48
Leadman	\$49.63	\$66.17	\$74.45	\$79.41	\$89.33
Trainee	\$45.82	\$61.09	\$68.73	\$73.31	\$82.48

Effective 8:00 a.m., July 2, 2016 to 8:00 a.m. July 1, 2017

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$39.43	\$52.57	\$59.15	\$63.09	\$70.97
Skill I	\$41.83	\$55.77	\$62.75	\$66.93	\$75.29
Skill II	\$44.10	\$58.80	\$66.15	\$70.56	\$79.38
Skill III	\$45.23	\$60.31	\$67.85	\$72.37	\$81.41
Clerk Wage Rates:					
Basic Clerk	\$39.43	\$52.57	\$59.15	\$63.09	\$70.97
Clerk Supervisor	\$41.83	\$55.77	\$62.75	\$66.93	\$75.29
Kitchen/Tower/Computer Clerk	\$44.10	\$58.80	\$66.15	\$70.56	\$79.38
Chief Supervisor & Supercargo	\$45.23	\$60.31	\$67.85	\$72.37	\$81.41
CFS Wage Rates:					
Utilityman	\$39.43	\$52.57	\$59.15	\$63.09	\$70.97
Working Supervisory Clerk	\$41.83	\$55.77	\$62.75	\$66.93	\$75.29
Mechanics Wage Rates:					
Journeyman	\$47.32	\$63.09	\$70.98	\$75.71	\$85.18
Leadman	\$51.26	\$68.35	\$76.89	\$82.02	\$92.27
Trainee	\$47.32	\$63.09	\$70.98	\$75.71	\$85.18

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 4,001 or More Hours

Effective 8:00 a.m., July 1, 2017 to 8:00 a.m. June 30, 2018

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$40.93	\$54.57	\$61.40	\$65.49	\$73.67
Skill I	\$43.33	\$57.77	\$65.00	\$69.33	\$77.99
Skill II	\$45.60	\$60.80	\$68.40	\$72.96	\$82.08
Skill III	\$46.73	\$62.31	\$70.10	\$74.77	\$84.11
Clerk Wage Rates:					
Basic Clerk	\$40.93	\$54.57	\$61.40	\$65.49	\$73.67
Clerk Supervisor	\$43.33	\$57.77	\$65.00	\$69.33	\$77.99
Kitchen/Tower/Computer Clerk	\$45.60	\$60.80	\$68.40	\$72.96	\$82.08
Chief Supervisor & Supercargo	\$46.73	\$62.31	\$70.10	\$74.77	\$84.11
CFS Wage Rates:					
Utilityman	\$40.93	\$54.57	\$61.40	\$65.49	\$73.67
Working Supervisory Clerk	\$43.33	\$57.77	\$65.00	\$69.33	\$77.99
Mechanics Wage Rates:					
Journeyman	\$49.12	\$65.49	\$73.68	\$78.59	\$88.42
Leadman	\$53.21	\$70.95	\$79.82	\$85.14	\$95.78
Trainee	\$49.12	\$65.49	\$73.68	\$78.59	\$88.42

Effective 8:00 a.m., June 30, 2018

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$42.18	\$56.24	\$63.27	\$67.49	\$75.92
Skill I	\$44.58	\$59.44	\$66.87	\$71.33	\$80.24
Skill II	\$46.85	\$62.47	\$70.28	\$74.96	\$84.33
Skill III	\$47.98	\$63.97	\$71.97	\$76.77	\$86.36
Clerk Wage Rates:					
Basic Clerk	\$42.18	\$56.24	\$63.27	\$67.49	\$75.92
Clerk Supervisor	\$44.58	\$59.44	\$66.87	\$71.33	\$80.24
Kitchen/Tower/Computer Clerk	\$46.85	\$62.47	\$70.28	\$74.96	\$84.33
Chief Supervisor & Supercargo	\$47.98	\$63.97	\$71.97	\$76.77	\$86.36
CFS Wage Rates:					
Utilityman	\$42.18	\$56.24	\$63.27	\$67.49	\$75.92
Working Supervisory Clerk	\$44.58	\$59.44	\$66.87	\$71.33	\$80.24
Mechanics Wage Rates:					
Journeyman	\$50.62	\$67.49	\$75.93	\$80.99	\$91.12
Leadman	\$54.83	\$73.11	\$82.25	\$87.73	\$98.69
Trainee	\$50.62	\$67.49	\$75.93	\$80.99	\$91.12

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 0 - 1,000 Hours

Effective 8:00 a.m., June 28, 2014 to 8:00 a.m. July 4, 2015

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$26.43	\$35.24	\$39.65	\$42.29	\$47.57
Skill I	\$28.83	\$38.44	\$43.25	\$46.13	\$51.89
Skill II	\$31.10	\$41.47	\$46.65	\$49.76	\$55.98
Skill III	\$32.23	\$42.97	\$48.35	\$51.57	\$58.01
Clerk Wage Rates:					
Basic Clerk	\$26.43	\$35.24	\$39.65	\$42.29	\$47.57
Clerk Supervisor	\$28.83	\$38.44	\$43.25	\$46.13	\$51.89
Kitchen/Tower/Computer Clerk	\$31.10	\$41.47	\$46.65	\$49.76	\$55.98
Chief Supervisor & Supercargo	\$32.23	\$42.97	\$48.35	\$51.57	\$58.01
CFS Wage Rates:					
Utilityman	\$26.43	\$35.24	\$39.65	\$42.29	\$47.57
Working Supervisory Clerk	\$28.83	\$38.44	\$43.25	\$46.13	\$51.89
Mechanics Wage Rates:					
Trainee	\$38.51	\$51.35	\$57.77	\$61.62	\$69.32

Effective 8:00 a.m., July 4, 2015 to 8:00 a.m. July 2, 2016

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$27.51	\$36.68	\$41.27	\$44.02	\$49.52
Skill I	\$29.91	\$39.88	\$44.87	\$47.86	\$53.84
Skill II	\$32.18	\$42.91	\$48.27	\$51.49	\$57.92
Skill III	\$33.31	\$44.41	\$49.97	\$53.30	\$59.96
Clerk Wage Rates:					
Basic Clerk	\$27.51	\$36.68	\$41.27	\$44.02	\$49.52
Clerk Supervisor	\$29.91	\$39.88	\$44.87	\$47.86	\$53.84
Kitchen/Tower/Computer Clerk	\$32.18	\$42.91	\$48.27	\$51.49	\$57.92
Chief Supervisor & Supercargo	\$33.31	\$44.41	\$49.97	\$53.30	\$59.96
CFS Wage Rates:					
Utilityman	\$27.51	\$36.68	\$41.27	\$44.02	\$49.52
Working Supervisory Clerk	\$29.91	\$39.88	\$44.87	\$47.86	\$53.84
Mechanics Wage Rates:					
Trainee	\$40.09	\$53.45	\$60.14	\$64.14	\$72.16

Effective 8:00 a.m., July 2, 2016 to 8:00 a.m. July 1, 2017

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$28.41	\$37.88	\$42.62	\$45.46	\$51.14
Skill I	\$30.81	\$41.08	\$46.22	\$49.30	\$55.46
Skill II	\$33.08	\$44.11	\$49.62	\$52.93	\$59.54
Skill III	\$34.21	\$45.61	\$51.32	\$54.74	\$61.58
Clerk Wage Rates:					
Basic Clerk	\$28.41	\$37.88	\$42.62	\$45.46	\$51.14
Clerk Supervisor	\$30.81	\$41.08	\$46.22	\$49.30	\$55.46
Kitchen/Tower/Computer Clerk	\$33.08	\$44.11	\$49.62	\$52.93	\$59.54
Chief Supervisor & Supercargo	\$34.21	\$45.61	\$51.32	\$54.74	\$61.58
CFS Wage Rates:					
Utilityman	\$28.41	\$37.88	\$42.62	\$45.46	\$51.14
Working Supervisory Clerk	\$30.81	\$41.08	\$46.22	\$49.30	\$55.46
Mechanics Wage Rates:					
Trainee	\$41.40	\$55.20	\$62.10	\$66.24	\$74.52

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 0 - 1,000 Hours

Effective 8:00 a.m., July 1, 2017 to 8:00 a.m. June 30, 2018

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$29.49	\$39.32	\$44.24	\$47.18	\$53.08
Skill I	\$31.89	\$42.52	\$47.84	\$51.02	\$57.40
Skill II	\$34.16	\$45.55	\$51.24	\$54.66	\$61.49
Skill III	\$35.29	\$47.05	\$52.94	\$56.46	\$63.52
Clerk Wage Rates:					
Basic Clerk	\$29.49	\$39.32	\$44.24	\$47.18	\$53.08
Clerk Supervisor	\$31.89	\$42.52	\$47.84	\$51.02	\$57.40
Kitchen/Tower/Computer Clerk	\$34.16	\$45.55	\$51.24	\$54.66	\$61.49
Chief Supervisor & Supercargo	\$35.29	\$47.05	\$52.94	\$56.46	\$63.52
CFS Wage Rates:					
Utilityman	\$29.49	\$39.32	\$44.24	\$47.18	\$53.08
Working Supervisory Clerk	\$31.89	\$42.52	\$47.84	\$51.02	\$57.40
Mechanics Wage Rates:					
Trainee	\$42.98	\$57.31	\$64.47	\$68.77	\$77.36

Effective 8:00 a.m., June 30, 2018

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$30.39	\$40.52	\$45.59	\$48.62	\$54.70
Skill I	\$32.79	\$43.72	\$49.19	\$52.46	\$59.02
Skill II	\$35.06	\$46.75	\$52.59	\$56.10	\$63.11
Skill III	\$36.19	\$48.25	\$54.29	\$57.90	\$65.14
Clerk Wage Rates:					
Basic Clerk	\$30.39	\$40.52	\$45.59	\$48.62	\$54.70
Clerk Supervisor	\$32.79	\$43.72	\$49.19	\$52.46	\$59.02
Kitchen/Tower/Computer Clerk	\$35.06	\$46.75	\$52.59	\$56.10	\$63.11
Chief Supervisor & Supercargo	\$36.19	\$48.25	\$54.29	\$57.90	\$65.14
CFS Wage Rates:					
Utilityman	\$30.39	\$40.52	\$45.59	\$48.62	\$54.70
Working Supervisory Clerk	\$32.79	\$43.72	\$49.19	\$52.46	\$59.02
Mechanics Wage Rates:					
Trainee	\$44.29	\$59.05	\$66.44	\$70.86	\$79.72

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 1,001 - 2,000 Hours

Effective 8:00 a.m., June 28, 2014 to 8:00 a.m. July 4, 2015

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$27.43	\$36.57	\$41.15	\$43.89	\$49.37
Skill I	\$29.83	\$39.77	\$44.75	\$47.73	\$53.69
Skill II	\$32.10	\$42.80	\$48.15	\$51.36	\$57.78
Skill III	\$33.23	\$44.31	\$49.85	\$53.17	\$59.81
Clerk Wage Rates:					
Basic Clerk	\$27.43	\$36.57	\$41.15	\$43.89	\$49.37
Clerk Supervisor	\$29.83	\$39.77	\$44.75	\$47.73	\$53.69
Kitchen/Tower/Computer Clerk	\$32.10	\$42.80	\$48.15	\$51.36	\$57.78
Chief Supervisor & Supercargo	\$33.23	\$44.31	\$49.85	\$53.17	\$59.81
CFS Wage Rates:					
Utilityman	\$27.43	\$36.57	\$41.15	\$43.89	\$49.37
Working Supervisory Clerk	\$29.83	\$39.77	\$44.75	\$47.73	\$53.69
Mechanics Wage Rates:					
Trainee	\$40.35	\$53.80	\$60.53	\$64.56	\$72.63

Effective 8:00 a.m., July 4, 2015 to 8:00 a.m. July 2, 2016

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$28.51	\$38.01	\$42.77	\$45.62	\$51.32
Skill I	\$30.91	\$41.21	\$46.37	\$49.46	\$55.64
Skill II	\$33.18	\$44.24	\$49.77	\$53.09	\$59.72
Skill III	\$34.31	\$45.75	\$51.47	\$54.90	\$61.76
Clerk Wage Rates:					
Basic Clerk	\$28.51	\$38.01	\$42.77	\$45.62	\$51.32
Clerk Supervisor	\$30.91	\$41.21	\$46.37	\$49.46	\$55.64
Kitchen/Tower/Computer Clerk	\$33.18	\$44.24	\$49.77	\$53.09	\$59.72
Chief Supervisor & Supercargo	\$34.31	\$45.75	\$51.47	\$54.90	\$61.76
CFS Wage Rates:					
Utilityman	\$28.51	\$38.01	\$42.77	\$45.62	\$51.32
Working Supervisory Clerk	\$30.91	\$41.21	\$46.37	\$49.46	\$55.64
Mechanics Wage Rates:					
Trainee	\$42.00	\$56.00	\$63.00	\$67.20	\$75.60

Effective 8:00 a.m., July 2, 2016 to 8:00 a.m. July 1, 2017

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$29.41	\$39.21	\$44.12	\$47.06	\$52.94
Skill I	\$31.81	\$42.41	\$47.72	\$50.90	\$57.26
Skill II	\$34.08	\$45.44	\$51.12	\$54.53	\$61.34
Skill III	\$35.21	\$46.95	\$52.82	\$56.34	\$63.38
Clerk Wage Rates:					
Basic Clerk	\$29.41	\$39.21	\$44.12	\$47.06	\$52.94
Clerk Supervisor	\$31.81	\$42.41	\$47.72	\$50.90	\$57.26
Kitchen/Tower/Computer Clerk	\$34.08	\$45.44	\$51.12	\$54.53	\$61.34
Chief Supervisor & Supercargo	\$35.21	\$46.95	\$52.82	\$56.34	\$63.38
CFS Wage Rates:					
Utilityman	\$29.41	\$39.21	\$44.12	\$47.06	\$52.94
Working Supervisory Clerk	\$31.81	\$42.41	\$47.72	\$50.90	\$57.26
Mechanics Wage Rates:					
Trainee	\$43.37	\$57.83	\$65.06	\$69.39	\$78.07

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 1,001 - 2,000 Hours

Effective 8:00 a.m., July 1, 2017 to 8:00 a.m. June 30, 2018

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$30.49	\$40.65	\$45.74	\$48.78	\$54.88
Skill I	\$32.89	\$43.85	\$49.34	\$52.62	\$59.20
Skill II	\$35.16	\$46.88	\$52.74	\$56.26	\$63.29
Skill III	\$36.29	\$48.39	\$54.44	\$58.06	\$65.32
Clerk Wage Rates:					
Basic Clerk	\$30.49	\$40.65	\$45.74	\$48.78	\$54.88
Clerk Supervisor	\$32.89	\$43.85	\$49.34	\$52.62	\$59.20
Kitchen/Tower/Computer Clerk	\$35.16	\$46.88	\$52.74	\$56.26	\$63.29
Chief Supervisor & Supercargo	\$36.29	\$48.39	\$54.44	\$58.06	\$65.32
CFS Wage Rates:					
Utilityman	\$30.49	\$40.65	\$45.74	\$48.78	\$54.88
Working Supervisory Clerk	\$32.89	\$43.85	\$49.34	\$52.62	\$59.20
Mechanics Wage Rates:					
Trainee	\$45.02	\$60.03	\$67.53	\$72.03	\$81.04

Effective 8:00 a.m., June 30, 2018

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$31.39	\$41.85	\$47.09	\$50.22	\$56.50
Skill I	\$33.79	\$45.05	\$50.69	\$54.06	\$60.82
Skill II	\$36.06	\$48.08	\$54.09	\$57.70	\$64.91
Skill III	\$37.19	\$49.59	\$55.79	\$59.50	\$66.94
Clerk Wage Rates:					
Basic Clerk	\$31.39	\$41.85	\$47.09	\$50.22	\$56.50
Clerk Supervisor	\$33.79	\$45.05	\$50.69	\$54.06	\$60.82
Kitchen/Tower/Computer Clerk	\$36.06	\$48.08	\$54.09	\$57.70	\$64.91
Chief Supervisor & Supercargo	\$37.19	\$49.59	\$55.79	\$59.50	\$66.94
CFS Wage Rates:					
Utilityman	\$31.39	\$41.85	\$47.09	\$50.22	\$56.50
Working Supervisory Clerk	\$33.79	\$45.05	\$50.69	\$54.06	\$60.82
Mechanics Wage Rates:					
Trainee	\$46.40	\$61.87	\$69.60	\$74.24	\$83.52

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 2,001 - 4,000 Hours

Effective 8:00 a.m., June 28, 2014 to 8:00 a.m. July 4, 2015

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$29.43	\$39.24	\$44.15	\$47.09	\$52.97
Skill I	\$31.83	\$42.44	\$47.75	\$50.93	\$57.29
Skill II	\$34.10	\$45.47	\$51.15	\$54.56	\$61.38
Skill III	\$35.23	\$46.97	\$52.85	\$56.37	\$63.41
Clerk Wage Rates:					
Basic Clerk	\$29.43	\$39.24	\$44.15	\$47.09	\$52.97
Clerk Supervisor	\$31.83	\$42.44	\$47.75	\$50.93	\$57.29
Kitchen/Tower/Computer Clerk	\$34.10	\$45.47	\$51.15	\$54.56	\$61.38
Chief Supervisor & Supercargo	\$35.23	\$46.97	\$52.85	\$56.37	\$63.41
CFS Wage Rates:					
Utilityman	\$29.43	\$39.24	\$44.15	\$47.09	\$52.97
Working Supervisory Clerk	\$31.83	\$42.44	\$47.75	\$50.93	\$57.29
Mechanics Wage Rates:					
Trainee	\$42.18	\$56.24	\$63.27	\$67.49	\$75.92

Effective 8:00 a.m., July 4, 2015 to 8:00 a.m. July 2, 2016

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$30.51	\$40.68	\$45.77	\$48.82	\$54.92
Skill I	\$32.91	\$43.88	\$49.37	\$52.66	\$59.24
Skill II	\$35.18	\$46.91	\$52.77	\$56.29	\$63.32
Skill III	\$36.31	\$48.41	\$54.47	\$58.10	\$65.36
Clerk Wage Rates:					
Basic Clerk	\$30.51	\$40.68	\$45.77	\$48.82	\$54.92
Clerk Supervisor	\$32.91	\$43.88	\$49.37	\$52.66	\$59.24
Kitchen/Tower/Computer Clerk	\$35.18	\$46.91	\$52.77	\$56.29	\$63.32
Chief Supervisor & Supercargo	\$36.31	\$48.41	\$54.47	\$58.10	\$65.36
CFS Wage Rates:					
Utilityman	\$30.51	\$40.68	\$45.77	\$48.82	\$54.92
Working Supervisory Clerk	\$32.91	\$43.88	\$49.37	\$52.66	\$59.24
Mechanics Wage Rates:					
Trainee	\$43.91	\$58.55	\$65.87	\$70.26	\$79.04

Effective 8:00 a.m., July 2, 2016 to 8:00 a.m. July 1, 2017

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Longshore Wage Rates:					
Basic Longshore	\$31.41	\$41.88	\$47.12	\$50.26	\$56.54
Skill I	\$33.81	\$45.08	\$50.72	\$54.10	\$60.86
Skill II	\$36.08	\$48.11	\$54.12	\$57.73	\$64.94
Skill III	\$37.21	\$49.61	\$55.82	\$59.54	\$66.98
Clerk Wage Rates:					
Basic Clerk	\$31.41	\$41.88	\$47.12	\$50.26	\$56.54
Clerk Supervisor	\$33.81	\$45.08	\$50.72	\$54.10	\$60.86
Kitchen/Tower/Computer Clerk	\$36.08	\$48.11	\$54.12	\$57.73	\$64.94
Chief Supervisor & Supercargo	\$37.21	\$49.61	\$55.82	\$59.54	\$66.98
CFS Wage Rates:					
Utilityman	\$31.41	\$41.88	\$47.12	\$50.26	\$56.54
Working Supervisory Clerk	\$33.81	\$45.08	\$50.72	\$54.10	\$60.86
Mechanics Wage Rates:					
Trainee	\$45.34	\$60.45	\$68.01	\$72.54	\$81.61

WAGE SCHEDULE: LONGSHORE AND CLERK RATES

Work Experience Group: 2,001 - 4,000 Hours

Effective 8:00 a.m., July 1, 2017 to 8:00 a.m. June 30, 2018

	<i>1st Shift</i>	<i>2nd Shift</i>	<i>1st & 2nd Shift Overtime</i>	<i>3rd Shift</i>	<i>3rd Shift Overtime</i>
Longshore Wage Rates:					
Basic Longshore	\$32.49	\$43.32	\$48.74	\$51.98	\$58.48
Skill I	\$34.89	\$46.52	\$52.34	\$55.82	\$62.80
Skill II	\$37.16	\$49.55	\$55.74	\$59.46	\$66.89
Skill III	\$38.29	\$51.05	\$57.44	\$61.26	\$68.92
Clerk Wage Rates:					
Basic Clerk	\$32.49	\$43.32	\$48.74	\$51.98	\$58.48
Clerk Supervisor	\$34.89	\$46.52	\$52.34	\$55.82	\$62.80
Kitchen/Tower/Computer Clerk	\$37.16	\$49.55	\$55.74	\$59.46	\$66.89
Chief Supervisor & Supercargo	\$38.29	\$51.05	\$57.44	\$61.26	\$68.92
CFS Wage Rates:					
Utilityman	\$32.49	\$43.32	\$48.74	\$51.98	\$58.48
Working Supervisory Clerk	\$34.89	\$46.52	\$52.34	\$55.82	\$62.80
Mechanics Wage Rates:					
Trainee	\$47.07	\$62.76	\$70.61	\$75.31	\$84.73

Effective 8:00 a.m., June 30, 2018

	<i>1st Shift</i>	<i>2nd Shift</i>	<i>1st & 2nd Shift Overtime</i>	<i>3rd Shift</i>	<i>3rd Shift Overtime</i>
Longshore Wage Rates:					
Basic Longshore	\$33.39	\$44.52	\$50.09	\$53.42	\$60.10
Skill I	\$35.79	\$47.72	\$53.69	\$57.26	\$64.42
Skill II	\$38.06	\$50.75	\$57.09	\$60.90	\$68.51
Skill III	\$39.19	\$52.25	\$58.79	\$62.70	\$70.54
Clerk Wage Rates:					
Basic Clerk	\$33.39	\$44.52	\$50.09	\$53.42	\$60.10
Clerk Supervisor	\$35.79	\$47.72	\$53.69	\$57.26	\$64.42
Kitchen/Tower/Computer Clerk	\$38.06	\$50.75	\$57.09	\$60.90	\$68.51
Chief Supervisor & Supercargo	\$39.19	\$52.25	\$58.79	\$62.70	\$70.54
CFS Wage Rates:					
Utilityman	\$33.39	\$44.52	\$50.09	\$53.42	\$60.10
Working Supervisory Clerk	\$35.79	\$47.72	\$53.69	\$57.26	\$64.42
Mechanics Wage Rates:					
Trainee	\$48.51	\$64.68	\$72.77	\$77.62	\$87.32

INTERNATIONAL LONGSHORE & WAREHOUSE UNION



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President

RAY A. FAMILATHE
Vice President

WESLEY FURTADO
Vice President

WILLIAM E. ADAMS
Secretary-Treasurer

July 1, 2014

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

Mr. McKenna:

LETTER OF UNDERSTANDING **Proper Application of Section 13 of the PCL&CA to Discrimination Complaints**

The Parties recognize that the PCL&CA protects longshore workers, marine clerks, and casual workers against discrimination based on a limited number of protected categories and takes appropriate corrective actions when those individuals or others in relation to them engage in discrimination based on the same protected categories. One of the ways the PCL&CA accomplishes these objectives is through procedures designed to promptly investigate allegations of these kinds of discrimination. These protected categories and the ILWU/PMA general nondiscrimination policy are contained in Section 13.1, PCL&CA. Section 13.2 and Section 13.3 contain two distinct procedures for handling complaints filed pursuant to Section 13.1.

In order for a complaint to be proper under Section 13.1, the complaint must be based on at least one of the categories specifically protected by and delineated in Section 13.1. This means that discrimination based on an unprotected category is not a violation of the PCL&CA, with the sole exception that "favoritism or discrimination in hiring or dispatching or employment" is a contract violation that is prohibited by Section 8.43, which is addressed through the regular Section 17 grievance and arbitration procedure. Additionally, in order for a complaint to be proper under Section 13.1, the discrimination complained of must relate to employment covered by the PCL&CA.¹

The Section 13.2 procedure is limited to complaints by bargaining unit employees, PMA member companies, PMA, or longshore and marine clerk ILWU locals alleging discrimination in relation to PCL&CA covered employment by individuals on the basis of one or more of the protected categories specifically listed in Section 13.2; provided however, that the Section 13.2 procedure does not apply to complaints covered by the Section 13.3 procedure. Complaints filed pursuant to the Section 13.2 procedure can be brought against longshore workers, marine clerks, casual workers, walking bosses/foremen, superintendents, managers, outside truck drivers, vendors, contractors, other employees of PMA member companies (such as ILWU-represented guards), etc., but such complaints can only be brought by longshore workers, marine clerks, casual workers, PMA, the longshore and marine clerk ILWU locals, and employers covered by the PCL&CA. Walking bosses/foremen, superintendents, managers, outside truck drivers, vendors, contractors, other employees of PMA member companies (such as ILWU-represented guards), PMA staff, union staff, etc., do not have standing to file a complaint under the Section 13.2 procedure. Complaints alleging a violation of Section 13.1 with regard to individuals

¹ The geographic scope of Section 13.1 includes places where longshore workers, marine clerks, and casual workers are employed, as well as other locations, such as joint dispatch halls, training sites, and other locations, but only when the activity that occurs there is reasonably related to employment covered by the PCL&CA.

Mr. James C. McKenna

Re: Proper Application of Section 13 of the PCL&CA to Discrimination Complaints

July 1, 2014

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who do not have standing to file a complaint themselves can be filed by anyone with standing to file a complaint under the Section 13.2 procedure. Further, each of the Parties has standing to file or respond to any appeal under the Section 13.2 procedure. General incidents of harassment, including “hostile work environment,” do not violate Section 13.1 unless such incidents arise in connection with PCL&CA covered employment and involve one of the protected categories listed in Section 13.2. When an Arbitrator or Coast Appeals Officer determines that a complaint does not meet the above criteria, he or she must dismiss it. Arbitrators may dismiss complaints without holding a hearing only when it is clear on the face of the complaint that the Section 13.2 criteria have not been met. Such dismissals may be appealed to the Coast Appeals Officer. No remedies of any kind, including discipline and penalties, can be imposed without a finding that Section 13.1 was violated. Neither Arbitrators nor the Coast Appeals Officer can order any remedies after finding no violation of Section 13.1 or otherwise dismissing a complaint.

The Section 13.3 procedure is limited to complaints against an institutional party (such as a joint committee, PMA, the union, or a PCL&CA covered employer) and cannot be brought against individuals (such as specific management or union representatives, coworkers, or other persons). The Section 13.3 procedure is limited to complaints about actions that tangibly affect the terms and conditions of PCL&CA covered employment and is not intended for “hostile work environment” also known as “harassment” claims. The Section 13.3 procedure is to be used for any of the categories specifically protected by and delineated in Section 13.1 if the complaint alleges that a contractual provision or rule is discriminatory as written or as applied, or if the discrimination claim seeks elevation, registration, or selection for casual status. Otherwise, the Section 13.3 process is to be used only for complaints based on the categories specifically listed in Section 13.3 and not for other categories or for other contract violations. Prior to scheduling a hearing under Section 17.4, the Joint Port Labor Relations Committee is directed to review a complaint to determine if it meets the above criteria. JPLRCs may dismiss complaints without holding a hearing only when it is clear on the face of the complaint that the criteria have not been met. Before dismissing complaints on their face, JPLRCs are encouraged to meet with grievants to give them the opportunity to cure the deficiencies in their complaints. Such dismissals may be appealed pursuant to Section 17.42. In addition, any disagreement by the JPLRCs as to whether the matter is a proper 13.3 claim shall be immediately referred to the CLRC. The CLRC’s determination on whether the matter is a proper 13.3 claim shall be final and binding with no further appeal. Unless agreed to by the CLRC, no Arbitrator other than the Coast Arbitrator has authority to decide any matter arising under Sections 13.3, 17.41, 17.42, or 17.43. The remedies for violations of the types of Section 13.1 complaints that are handled through the Section 13.3 procedure are not disciplinary in nature and neither the “Letter of Understanding ‘A’ ILWU-PMA Equal Opportunity Policy & Procedures,” the “Letter of Understanding ‘B’ ILWU-PMA Special Grievance/Arbitration Procedures for Resolution of Complaints RE Discrimination and Harassment Under Section 13.2, PCL&CA,” nor the “Letter of Understanding ‘C’ Guidelines for Remedies and Penalties in Cases of Discrimination, Harassment & Retaliation Under The Special Section 13.2 Grievance Procedures” apply to Section 13.1 complaints brought under the Section 13.3 procedure. Complaints processed through the Section 13.3 procedure are intended to provide contractual remedies, such as elevation, registration, and selection, as compared to the disciplinary nature of some of the remedies available through the Section 13.2 procedure. No remedies of any kind can be imposed without a finding that Section 13.1 has been violated.

Mr. James C. McKenna

Re: Proper Application of Section 13 of the PCL&CA to Discrimination Complaints

July 1, 2014

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Finally, intra-union factional quarrels over intra-union political disputes and union business that have nothing to do with PCL&CA covered employment are not covered by Section 13.1 and are not subject to resolution under either one of the procedural mechanisms contained in Section 13.2 or Section 13.3. Likewise, there is nothing contained in Section 13.1 and its subsections that permits an individual complaint challenging sections of the PCL&CA with which an individual has a general disagreement.

Sincerely,

/s/ Robert McEllrath

Robert McEllrath
International President

Understanding confirmed:

/s/ James C. McKenna

James C. McKenna
President & CEO
Pacific Maritime Association

Dated: 03/03/15



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

Letter of Understanding
Procedure for Selecting and Compensating the Coast Appeals Officer for Section 13.2 Cases

Mr. McEllrath:

During the 2014 ILWU-PMA Contract negotiations, the Parties agreed to the following procedures for selecting and compensating the Coast Appeals Officer for Section 13.2 cases:

A. Minimum Qualifications

JD degree from an accredited law school.

Expertise in employment law.

Professional experience:

- At least five years as a labor arbitrator; or
- At least ten years of practice in employment law.
- Significant portion of professional experience pertaining to employment matters involving blue collar workers.

Commitment to:

- Basing all decisions exclusively on the terms of Sections 13.1 and 13.2 of the PCL&CA and all LOUs and CLRC agreements regarding Section 13.2.
- Conducting reviews of appeals and issuing decisions within the time frames established by the LOUs regarding Section 13.2.
- Maintaining impartiality.

B. Selection and Compensation

To fill an open position for the Coast Appeals Officer:

- Each Party has seven days to nominate up to three candidates.
- The CLRC has seven days to make a selection.
- If the CLRC is unable to agree on a selection, the selection shall be determined by a striking process. The first strike shall be determined by a coin flip. The Party that correctly calls the coin flip shall have the choice of striking first or last.

Mr. Robert McEllrath, President
Letter of Understanding - Procedure for Selecting and Compensating the
Coast Appeals Officer for Section 13.2 Cases
July 1, 2014
Page 2 of 2

The Coast Appeals Officer will be jointly retained by the CLRC as an independent contractor.

The Coast Appeals Officer shall be compensated by payment of a quarterly retainer in the amount of \$[amount], which payment will cover all fees and expenses of the Coast Appeals Officer for considering all 13.2 appeals and issuing all 13.2 decisions on appeals that arose in that quarter.

The compensation for the Coast Appeals Officer shall be allocated 30% to the Union and 70% to the Employers.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

 /s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: 03/03/15



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

Letter of Understanding
Coast Appeals Officer for Section 13.2 Cases

Mr. McEllrath:

The Parties appoint the following individual from outside the industry to serve as the Coast Appeals Officer under the Section 13.2 procedures: **[name]**. This individual meets or exceeds the Minimum Qualifications set out in the Letter of Understanding – Procedure for Selecting and Compensating the Coast Appeals Officer for Section 13.2 Cases.

In reviewing any appeal, the Coast Appeals Officer shall conduct an independent review based on the record before the Area Arbitrator and may in his or her discretion in whole or in part affirm, reverse or modify the decision of the Area Arbitrator, or remand the case for rehearing or for the taking of further evidence. In reviewing any appeal, the Coast Appeals Officer shall affirm the decision of the Area Arbitrator as long as it correctly interprets and applies the 13.2 materials as modified or clarified by the Coast Labor Relations Committee (CLRC) and is based on substantial evidence. The Coast Appeals Officer's decision shall be final and binding.

The Coast Appeals Officer shall serve at the direction of the CLRC. Vacancies in the position of Coast Appeals Officer shall be filled in accordance with the selection and compensation procedures of the Letter of Understanding – Procedure for Selecting and Compensating the Coast Appeals Officer for Section 13.2 Cases.

The Coast Appeals Officer shall be selected by the CLRC to serve a term coextensive with the term of the Agreement. The Coast Appeals Officer may be reappointed for the term of the next Agreement by mutual agreement of the Parties. If the Coast Appeals Officer shall at any time be unable or refuse or fail to act, the CLRC shall select a successor or substitute.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: 03/03/15



July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
Chassis**

Mr. McEllrath,

During the course of 2014 ILWU-PMA Contract negotiations, the Parties discussed the maintenance and repair of chassis (PCLCD Section 1.7 [chassis], Section 1.81, and the Letter of Understanding – Clarifications and Exceptions to ILWU Maintenance and Repair Jurisdiction).

The Employers agree that at all PCL&CA facilities in the Ports of LA/LB, Oakland, Seattle, Tacoma, and Portland inspections of chassis shall be performed (Section 1.81 “red-circled” as to chassis excluded). All chassis, except for those chassis owned by an independent truck driver (owner/operator) or owned by an independent (i.e., non PMA affiliated, see Section 1.74 of the PCLCD) trucking company and identified and proven as such, shall go through a roadability inspection as identified in this letter. The inspection of a chassis shall include the following items:

1. Lights – Operational; not missing or broken
2. Reflectors and conspicuity – Intact
3. FHWA sticker – Valid; not expired
4. Mud Flap – Not missing or loose
5. Brake system – Visual check for proper brake operation; no missing; broken; cracked; contaminated; worn or loose components; no audible air leaks
6. Landing Legs – Intact; no missing or loose components
7. Connecting Devices – Intact
8. Tires and wheels – Tires: visual check for good order; no flats; worn; flat spotted or cuts to cord; Wheels: visual check for no sign of cracks; bent; loose or missing components

*Drivers are not to exit their trucks and mechanics are not to go under a chassis during the inspection.



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
Tool Voucher Program**

Mr. McEllrath:

During the course of ILWU-PMA Contract negotiations, the Parties agreed to the following regarding the disbursement of Tool Vouchers to ILWU represented mechanics.

- PMA will pay up to \$1,000 per year for the purchase of tools over and above the required tools for employees dispatched out of the Joint Longshore Dispatch Hall and for each steadily employed mechanic. Eligible employees may utilize voucher certificates for the purchase of tools from the approved catalogs.
- PMA will act as the sole administrator of the tool voucher program.
- PMA will contract with jointly-approved vendors to act as the tool distributors for the program. The local parties shall meet as needed to review the vendors and catalogs.

Employees who have worked a minimum of 1,300 hours during the “contract year” (per the PCL&CA) in occupation codes 0245 (Journeyman Mechanic) and/or 0247 (Leadsman Mechanic) (or any future changes in occupational job code numbers for Journeyman Mechanic and Lead Mechanic for occupational job codes 0245 and 0247 respectively) shall be eligible to receive tool voucher certificates. Employees who worked a minimum of 1,300 hours in occupation codes 0245 and/or 0247 shall receive \$650 in voucher certificates as well as a \$0.50 (fifty-cent) voucher credit for every hour worked in occupation codes 0245 and/or 0247 in excess of 1,300 hours in occupation codes 0245 and/or 0247 up to a maximum of 2,000 hours for a maximum of \$1,000. For the purpose of determining eligibility for this program, five hours worked on the regular third shift shall be equal to eight hours worked. For example, 813 to 1,250 hours of actual third shift time worked equates to 1,300 to 2,000 of first or second shift actual hours worked.

Continuous absence due to work-related injury for which a steady longshore mechanic received Worker's Compensation is considered qualifying time. Temporary absence due to a compensable temporary partial disability because of industrial illness or injury shall also be considered qualifying time for steady employees.

Administration

- The JPLRC will approve all vendors and catalogs from which eligible mechanics may choose to purchase tools.
- Pacific Maritime Association will run a report to determine employees that are eligible for the certificate upon conclusion of the fiscal year.
- PMA will distribute voucher certificates to eligible employees in \$100 increments or any fraction thereof to a maximum of ten total certificates. The vouchers will be recognized by all of the designated tool vendors.
- Eligible employees may present the certificate to a participating vendor toward the total amount of the tool purchase (tool price plus taxes). If the purchase exceeds the value of the certificate, the employee buyer is responsible for the additional costs. There is no payroll deduction associated with this program. If the purchase price (tool price plus taxes) is less than the value of the certificate, the employee will receive a vendor credit for the unused amount. The credit for the unused amount may only be redeemed with the vendor who accepted the original certificate. If the employee fails to use the certificate by June 30th of the fiscal year in which it was issued, the certificate (and/or any unused credit with a participating vendor) will expire.
- Tool voucher certificates are non-transferrable. Any longshore worker participating in selling, trading, or transferring tool voucher certificates is subject to the following penalties: Minimum penalty, 30 days off all work. Maximum penalty, discretionary.
- The tool voucher shall be distributed to eligible registrants in July.
- With the exception of Local 8 and Local 29, any provision of a local maintenance port supplement which conflicts and/or provides for a different method of reimbursement for tools shall be replaced with the above tool voucher program.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: 03/03/15

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President

RAY A. FAMILATHE
Vice President

WESLEY FURTADO
Vice President

WILLIAM E. ADAMS
Secretary-Treasurer

July 1, 2014

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

LETTER OF UNDERSTANDING M&R Training

Mr. McKenna:

During the course of the 2014 Contract negotiations, the Parties recognized the need for M&R Training. It was acknowledged that the M&R training provisions contained within the 2008 Memorandum of Understanding (MOU) dated July 28, 2008, were not fully implemented.

The Parties, therefore, agreed that the terms and conditions of the M&R 2008 MOU are reconfirmed and the training programs shall be implemented during the term of the 2014 PCL&CA.

Sincerely,

/s/ Robert McEllrath

Robert McEllrath
International President

Understanding confirmed:

/s/ James C. McKenna

James C. McKenna
President & CEO
Pacific Maritime Association

Dated: 03/03/15



July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

LETTER OF UNDERSTANDING
Updated Red Circle Facilities

Mr. McEllrath:

During the course of 2014 PCL&CA negotiations, the Parties agreed to modify the Red Circle LOU as follows:

OAKLAND	
SSAT Berths 60-63	Red Circle
Horizon Berths 20-22	Red Circle Horizon off dock trucking operations and associated equipment
OICT Berths 57-59	Red Circle
Ben Nutter/Evergreen Berths 35-38	Red Circle
SSA OICT Berths 55-56	Red Circle with the exception of cranes, transtainers, dry containers, reefers, and chassis
SSAT/Richmond	Red Circle

LONG BEACH	
LB 243-247 / LB 266-270 SSA Pier J	Red Circle
LB 88-94 SSAT Pier A	Red Circle
LB 60-62 SSAT Pier C	Red Circle
LB 227-236 ITS Pier J/G	Red Circle
LB 132-140 Pier T Hanjin/TTI	Red Circle with the exception of cranes, transtainers, reefers, dry containers, and chassis
LB 205-207 SSA Pier F	Red Circle

LOS ANGELES	
LA APL/EMS Berths 302-305	Red Circle reefer, minor chassis service repair, and roadability in CY
LA Berths 226-236 Evergreen	Red Circle with the exception of cranes, transtainers, reefers, dry containers, and chassis
LA Berths 121-131 Yang Ming	Red Circle with the exception of cranes
LA SSA Outer Harbor 54-55	Red Circle
LA Berth 100 WBCT/China Shipping	Red Circle with the exception of cranes

TACOMA	
Husky Terminal/ITS	Red Circle
TOTE	Red Circle with the exception of minor trailer repair, federal trailer licensing, and rolox box repair
APM Terminal	Red Circle hammerhead cranes only
OCT/Yang Ming/Terminal 7 Berth D	Red Circle with the exception of chassis, reefers, and dry containers
Horizon Facility	Red Circle



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
San Francisco Bay Area (Local 10) Container Crane Manning**

Mr. McEllrath:

The Parties agree that in addition to a signal man, three dock men per crane shall be ordered on all container vessel operations in the San Francisco Bay Area. One of the three dockmen shall be ordered from the Dock Preference Board. No additional relief is required. The dockmen may perform any and all work in accordance with the Agreement. The Parties recognized the potential of new technologies that may displace the basic complement of men under the hook.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: 03/03/15



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
San Francisco/Oakland Joint Medical Facility**

Mr. McEllrath:

During the course of 2014 bargaining, the Parties agreed that within six months of the ratification of the 2014 Contract the CLRC shall select a new JPLRC medical facility to be utilized by the San Francisco JPLRC. The Parties agree to continue to utilize the services of Concentra during the selection process.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: _____ 03/03/15



**Pacific Maritime Association
Headquarters**

July 1, 2014

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**LETTER OF UNDERSTANDING
Ports America Outer Harbor – Steady Equipment Operators**

Mr. McEllrath:

During the course of 2014 bargaining, the Parties discussed arbitration award NCAA-001-2014. The Parties agreed that following ratification of the MOU, Ports America Outer Harbor will employ their own pool of steady equipment operators.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: _____ 03/03/15



Pacific Maritime Association

July 1, 2014

Mr. Sean Farley, President
ILWU Local 34
4 Berry Street
San Francisco, CA 94107

LETTER OF UNDERSTANDING San Francisco Bay Area (Local 34) Clerks Steady Employment and Equalization

Mr. Farley:

The Parties agree to the following regarding the steady employment of clerks and equalization in the San Francisco Bay Area:

- 1) The employer shall provide to the Union a notice of a steady position, which shall be posted in the Joint Dispatch Hall for at least 10 days prior to the selection and employment of any steady employee. The posting shall include the shift, job category/classification and the operation for which the employer is seeking a new steady clerk.
- 2) All Clerks' work shall be equalized on a monthly basis by port on a 50% steady and 50% hall basis.
- 3) The transition to steady dispatching shall be: 1) The Joint Dispatch Hall will send a list to the employer after 10 days, 2) The employer will use the list to choose whom they will interview and select, and 3) The process will run until completed after which time the practice of request hiring will cease. There shall be no gimmicking by either party.
- 4) The ordering and dispatch time for marine clerks shall be uniform Monday through Sunday, conforming to current weekday practices.

Sincerely,

/s/ William Bartelson

William Bartelson
Northern California Area Manager



Pacific Maritime Association
Headquarters

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

LETTER OF UNDERSTANDING
Northern California Supplement IV Travel

Mr. McEllrath:

Northern California longshoremen who voluntarily travel within their defined area and accept dispatch to marine clerk work will be paid in accordance with Supplement IV of the PCLCD.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: _____ 03/03/15



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
Picket Lines**

Mr. McEllrath,

During the course of 2014 ILWU-PMA Contract negotiations, the Parties discussed CLRC No. 1, January 29, 1954, and agreed that prior to the establishment of any picket line by an ILWU affiliate about the premises of an employer affecting the work of employees covered by the PCL&CA, either party may require a meeting of the Joint Port Labor Relations Committee of the port affected (or an Area Committee or the Coast Committee, if such is agreed to be appropriate) and such meeting shall be held immediately (within 24 hours). Without such meeting, a picket line by an ILWU affiliate shall not be considered a legitimate and bona fide picket line.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: 03/03/15

INTERNATIONAL LONGSHORE & WAREHOUSE UNION



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ROBERT McELLRATH
President

RAY A. FAMILATHE
Vice President

WESLEY FURTADO
Vice President

WILLIAM E. ADAMS
Secretary-Treasurer

July 1, 2014

Mr. James C. McKenna
President & CEO
Pacific Maritime Association
550 California Street, 3rd Floor
San Francisco, CA 94105

LETTER OF UNDERSTANDING Post Retirement Benefits for Surviving Spouses

Mr. McKenna:

During the course of the 2014 PCL&CA negotiations, the Parties discussed the issue of providing Pension Plan benefits to Surviving Spouses who married after the Participant's retirement. The Parties agreed to refer the matter to the ILWU-PMA Trustees Benefits Subcommittee for further discussion.

Sincerely,

/s/ Robert McEllrath

Robert McEllrath
International President

Understanding confirmed:

/s/ James C. McKenna

James C. McKenna
President & CEO
Pacific Maritime Association

Dated: 03/03/15



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

**LETTER OF UNDERSTANDING
Filing with the FMC**

Mr. McEllrath:

During the course of the 2014 PCL&CA negotiations, the Parties signed a Letter of Understanding concerning ILWU jurisdiction over chassis inspections, maintenance and repair (Chassis LOU). In order to promote safety and efficiency in West Coast port operations, the Employers have indicated an intent to enter into an agreement pursuant to the Shipping Act of 1984, including a requirement to have chassis inspected at facilities covered by the PCL&CA.

Both Parties commit to undertake actions to support the effectiveness of such an agreement under the Shipping Act at the earliest date permitted by the Act. During the process of filing and FMC review of the agreement, the Employers will continue the chassis inspection, maintenance, and repair trade practices that were in effect on the date the 2014 Memorandum of Understanding was signed. When the FMC agreement becomes effective, the Chassis LOU shall be implemented. If a segment of the Chassis LOU is determined to be unlawful, the remainder of the Chassis LOU will continue to be implemented, and the Parties will discuss how to correct the illegality. If the FMC agreement does not become effective, the Employers will continue their trade practices, and the Parties shall resume discussion of chassis inspection, maintenance and repair, up to and including if requested by the Union interest arbitration on how the Union's jurisdiction can best be protected, and the PCL&CA will remain in effect.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

 /s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: 03/03/15



**Pacific Maritime Association
Headquarters**

July 1, 2014

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
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**LETTER OF UNDERSTANDING
Supplemental Foremen/Walking Boss Dispatch**

Mr. McEllrath,

During the course of 2014 ILWU-PMA Contract negotiations, the Parties agreed to discuss and resolve the dispatch of supplemental foremen and walking bosses in the ports of Los Angeles/Long Beach and San Francisco Bay Area/Oakland.

Sincerely,

/s/ James C. McKenna

James C. McKenna
President and CEO

Understanding confirmed:

/s/ Robert McEllrath

Robert McEllrath
International Longshore and Warehouse Union

Dated: 03/03/15

INTERNATIONAL LONGSHORE & WAREHOUSE UNION



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Secretary-Treasurer

July 1, 2014

Mr. James C. McKenna
President & CEO
Pacific Maritime Association
550 California Street, 3rd Floor
San Francisco, CA 94105

LETTER OF UNDERSTANDING Amnesty

Mr. McKenna:

This confirms the Employers' agreement that there will be no discipline, grievances, or legal claims (and any pending claims will be withdrawn) against the Union or any individual bargaining unit worker for any acts of alleged misconduct that may have occurred between July 1, 2014 and the signing of the 2014 Memorandum of Understanding, with the exception of issues related to Section 13. In addition, all pending Section 9.41, PCLCD complaints shall be withdrawn. 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, 2014 and the signing of the 2014 Memorandum of Understanding.

As a further aspect of the general amnesty, this confirms the Employers' agreement that, with the exception of issues related to Section 13, all pending complaints against bargaining unit workers that occurred at ICTSI's Terminal 6 in the Port of Portland between June 2012 and the signing of the 2014 Memorandum of Understanding shall be withdrawn. In addition, this confirms the Union's agreement that, with the exception of issues related to Section 13, all pending complaints against ICTSI in the same period shall be withdrawn. This agreement does not affect pending legal claims.

Sincerely,

/s/ Robert McEllrath

Robert McEllrath
International President

Mr. James C. McKenna

Re: Amnesty

July 1, 2014

Page 2

Understanding confirmed:

/s/ James C. McKenna

James C. McKenna

President & CEO

Pacific Maritime Association

Dated: 03/03/15