

**PACIFIC COAST  
WALKING BOSSES  
AND  
FOREMEN'S AGREEMENT**

July 1, 2008 – July 1, 2014

*Between*

INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION

*(Locals 91, 92, 94 and 98)*

*and*

PACIFIC MARITIME ASSOCIATION

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Published June 15, 2009

Name \_\_\_\_\_

Port \_\_\_\_\_

Local No. \_\_\_\_ Reg. No. \_\_\_\_\_

**Pacific Coast Walking Bosses & Foremen's  
Agreement**

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# **ILWU-PMA PACIFIC COAST WALKING BOSSES and FOREMEN'S AGREEMENT**

THIS AGREEMENT, effective July 1, 2008, is by and between PACIFIC MARITIME ASSOCIATION (herein called the "Association"), on behalf of its members (hereinafter designated as the "Employers" or "the individual employer"), and Locals 91, 92, 94 and 98 of the International Longshore and Warehouse Union (hereinafter designated as the "Union"), said Locals representing the Walking Bosses and Foremen in California, Oregon and Washington, and all employees performing work under the scope, terms and conditions of this Agreement.

The parties hereto are Locals 91, 92, 94 and 98 of the International Longshore and Warehouse Union and the Pacific Maritime Association. All property rights in and to the Pacific Coast Walking Bosses and Foremen's Agreement are entirely and exclusively vested in the Pacific Maritime Association and Locals 91, 92, 94, 98 and their respective members. In the case of the above named Locals of the International Longshore and Warehouse Union, a majority of the members of both the individual and combined Locals covered by this Agreement shall be necessary to designate any successor organization holding property rights and all benefits of this Agreement, and if an election is necessary to determine a majority of both individual and combined

Locals in order to establish the possessors of all rights and benefits under this Agreement, such election shall be conducted under the auspices and the supervision of the Coast Arbitrator, provided that such designation or election is not in conflict with any paramount authority or lawful or statutory requirements.

## **SECTION 1**

### **JURISDICTION AND RESPONSIBILITIES**

**1.1** The Employers recognize the Walking Bosses and Foremen as direct supervisory representatives of the Employers in the performance of all cargo handling stevedoring activities covered under the Pacific Coast Longshore Contract Document. They shall have the responsibility and authority to supervise, place or discharge individuals and to direct the work and activities of longshore workers on the job in a safe, efficient and proper manner. They shall perform their customary duties in accordance with this Agreement and the directions of their Employers with due respect to the interests and requirements of the job and their Employers. Walking Bosses/Foremen must set an exemplary standard for the longshore workers they supervise. Walking Bosses/Foremen are to ensure a hostile-free and discrimination-free workplace. The customary duties assigned herein to Walking Bosses/Foremen shall not be assigned to others. It is the intent of this Agreement to preserve the existing work of employees covered herein.

**SECTION 2****HOURS AND SHIFTS**

**2.1** The standard work shifts and work week consist of the first 8 hours on the first shift, the first 8 hours on the second shift and the first 5 hours on the third shift, Monday through Friday. Work outside the standard work shifts on Monday through Friday and all work on Saturdays, Sundays, and Agreement Holidays is overtime work.

**2.11** Employees shall go to midshift meals as directed by the employer. Except as provided in Section 2.12, when Walking Bosses/Foremen are directed to work through the meal period supervising workers or gangs, they shall receive payment for the meal hour at the overtime rate of 1.5 times the straight time rate.

**2.12** When so ordered, Walking Bosses/Foremen shall work 6 hours, exclusive of extended time hours, without a midshift meal on all vessels. Walking Bosses/Foremen will then be released with payment for the full shift in accordance with Section 3.11.

**2.2** The first shift, second shift and third shift, including extensions or exceptions thereto, shall be the same for Walking Bosses/Foremen as for the longshore workers they supervise.

**2.3** Work and payment of extended time. Walking Bosses/Foremen shall work and/or be paid 2 hours extended time on each day shift, second shift and third shift.

**2.31** The amount of extended time on all shifts may be divided before or after the shift as determined by the employer.

**2.32** When an individual Walking Boss or Foreman works through both the second and third shifts, the 2 shifts shall be treated separately and the worker shall be paid on the basis of 2 dispatches.

**2.33** Where the employer determines that unusual or emergency conditions require workers to be on the job in excess of the normal extended hours, they shall be paid for actual time worked.

**2.4** Time-in-lieu. When longshore workers are paid “time-in-lieu,” equivalent individual time shall be paid automatically to the Walking Boss/Foreman directly supervising the longshore workers who are paid the “time-in-lieu.”

**2.5** Extended shift violations. When longshore workers are paid hour-for-hour for extended shift violations, equivalent time shall be paid to the Walking Bosses/Foremen directly supervising the longshore workers who worked extended.

**2.6** Walking bosses/foremen shall be limited to ten hours’ pay per shift with the understanding that walking bosses/foremen shall report to the job one hour prior to the start of the standard shift.

Exception: When working a flex start, voluntarily working through the meal hour, or to work an extra hour’s extended time at the end of the shift, walking bosses/foremen shall be entitled to one hour additional pay up to a maximum of 12 hours per shift.

**SECTION 3****GUARANTEES**

**3.1** Daily guarantee. The principles of the 8-hour guarantee as set forth in the Pacific Coast Longshore Contract Document shall, where applicable, be extended to this Agreement. Additionally, the following supplementary rules shall apply:

**3.11** Walking Bosses/Foremen shall be paid 2 hours extended time when they are turned to at the beginning of any standard longshore work shift; when turned to on straight time days, their guarantee shall be 8 hours straight time and 2 hours overtime. (This section does not supersede Sections 3.12 and 3.13 below.)

**3.111** Foremen/Walking Bosses may be required to work shift extensions. Shift guarantees shall not automatically be increased by revisions to the PCLCD which provide that longshore workers can work certain types of ship and dock jobs starting 1 hour before or extending 1 hour after the standard shift.

**3.12** If longshore workers do not show or fill when a ship is ready to work, a Walking Boss/Foreman who reports as ordered shall receive a 4-hour guarantee. Walking Bosses/Foremen entitled to extended time before the shift commences shall receive that time in addition to the 4-hour guarantee.

**3.13** Inclement weather.

**3.131** When workers are ordered to stand by and work cannot commence because of bad weather (such determination

to be made by the employer), the 4-hour minimum shall apply. Extended time “before” the shift shall also be payable.

**3.132** When workers are turned to and work cannot continue because of bad weather (such determination to be made by the employer), the 4-hour minimum shall apply unless the workers are ordered back after a midshift meal. Extended time “before” the shift shall also be payable.

**3.133** When workers are turned to and commence work at the start of a shift in bad weather, they shall be entitled to pay for the full shift. Extended time “before” and “after” shall be payable.

**3.134** Any dead time resulting from bad weather shall be paid at the applicable rate of pay for the shift involved.

**3.2** Monthly guarantee for steady employees. No provision of this agreement shall preclude employment of workers under this agreement on a steady, monthly guarantee basis by any one of the employers. Workers so employed shall be available to their employer as determined by their employer. The monthly guarantee for such steady employees shall be the monetary equivalent of 200 hours per month at the applicable straight time rate.

**3.21** Weekly payment for steady employees. Steady employees shall receive a weekly payment if necessary, as an advance against their monthly guarantee, so that each week they are paid at least the equivalent of 50 hours at the straight time rate of pay. It is understood that this procedure does not change the monthly guarantee and may result in the necessity of an end-of-the-month adjustment to comply with the monthly guarantee.

**3.22** Each steady Walking Boss/Foreman shall be entitled to a maximum of six days off in each calendar month, but no more than two days in any payroll week, having due regard for the workload of the employer. When such days off prevent the employer from providing sufficient work during the month to meet the monthly guarantee, then days off exceeding one per week shall be credited against the guarantee.

**3.3** The provisions of this Section shall not apply in the event work is not available or possible due to fire, flood, earthquake, power failure or other acts of God, or as a result of ILWU unilateral action or because of work stoppages by other unions.

## **SECTION 4**

## **WAGES**

### **4.1 Wage Rates**

**4.11** The basic straight time hourly rate of pay for Walking Bosses/Foremen shall be as follows:

#### **WALKING BOSSES/FOREMEN**

Effective 8:00 a.m., June 28, 2008	\$43.80
Effective 8:00 a.m., July 4, 2009	\$44.60
Effective 8:00 a.m., July 3, 2010	\$46.20
Effective 8:00 a.m., July 2, 2011	\$47.80
Effective 8:00 a.m., June 30, 2012	\$49.40
Effective 8:00 a.m., June 29, 2013	\$51.00

**4.12** All hourly rates of pay shall be as set forth in the Wage Schedule and shall be effective as set forth therein.

**4.13** Shift Rates and Overtime Rates.

**4.131** Shift Rates: The first shift hourly rate shall be the basic straight time hourly rate. The second shift hourly rate shall be 1.333333 times the basic straight time hourly rate. The third shift hourly rate shall be 1.6 times the basic straight time hourly rate.

**4.132** Overtime Rates: The overtime hourly rate shall be 1.5 times the basic straight time hourly rate on the first shift, 1.5 times the basic straight time hourly rate on the second shift and 1.8 times the basic straight time hourly rate on the third shift.

**4.14** Payment of Rates.

**4.141** First Shift. The basic straight time hourly rate shall be paid for the first 8 hours worked between the hours of 8:00 a.m. and 6:00 p.m. on the first shift, Monday through Friday. The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8 hours, for work outside the hours of 8:00 a.m. to 6:00 p.m. on the first shift Monday through Friday and for all hours worked on the first shift on Saturday, Sunday, and Agreement Holidays.

**4.142** Second Shift. The second shift hourly rate (1.333333 times the basic straight time hourly rate) shall be paid for the first 8 hours worked on the standard second shift, Monday through Friday. The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8

hours, for work outside the standard 8-hour second shift Monday through Friday, and for all hours worked on the second shift on Saturday, Sunday, and Agreement Holidays.

**4.143 Third Shift.** The third shift hourly rate (1.6 times the basic straight time hourly rate) shall be paid for the first 5 hours worked on the standard third shift, Monday through Friday. The third shift overtime rate (1.8 times the basic straight time hourly rate) shall be paid for work in excess of 5 hours, for work outside the standard 5-hour third shift, Monday through Friday, and for all hours worked on the third shift on Saturday, Sunday, and Agreement Holidays.

## **4.2 Training Rate of Pay.**

**4.21** The hourly rate of pay for training shall be the employee's straight time rate as set forth in Section 4.11.

**4.3 Penalty cargo rates.** Payment of penalty cargo rates, as set forth in the Pacific Coast Longshore Contract Document, shall apply to that Walking Boss/Foreman directly supervising the handling of the penalty cargo.

**4.31** In ports where key Foremen are employed, the key Foremen shall receive the prevailing penalty if 50% or more of the longshore gangs on a ship are receiving the penalty.

**4.32** When 2 Dock Walking Bosses/Foremen are employed and 50% or more of the dock gangs are receiving penalties, both Dock Walking Bosses/Foremen shall receive the prevailing penalties. If less than 50% of the dock gangs are receiving penalties, only 1 Dock Walking Boss/Foreman shall receive the penalty.

**4.4** Subsistence rates when payable shall be \$100.00 per night for lodging in the first year of the Contract; \$105.00 in the second year of the Contract; \$110 in the third year of the Contract; \$120 in the fourth year of the Contract; \$125 in the fifth year of the Contract; and \$130 in the sixth year of the Contract. Meal subsistence shall be increased to from \$20 to \$25.00 per meal in the second year of the Contract, and from \$25 to \$30 in the fifth year of the Contract.

**4.5** Mileage Allowance.

**4.51** When payable under local travel provisions, the amount of travel allowance shall be the maximum non-taxable mileage rate in accordance with IRS standards.

**4.52** Rate changes by the IRS will be implemented as soon as administratively possible but no later than 30 days from notification.

**4.53** When automobile mileage allowance is payable under local travel provisions, then “travel time” shall be determined on the basis of actual automobile driving time, up to existing speed limits, in increments of no less than 15 minutes. Failure of the local parties to agree to a schedule on this basis shall be submitted to the Area Arbitrator for final determination in accordance with these guidelines.

**4.54** There shall be no other changes made in local travel provisions during the term of this Agreement except for changes made at the local level by mutual agreement.

**4.6** Travel between ports.

**4.61** Local agreements or understandings in effect in Washington and Oregon with respect to traveling workers between ports shall continue.

**4.62** With respect to California, it is agreed that the regular Foremen in the ports of San Diego and Port Hueneme are considered to be in a “limited work opportunity port” status as defined in the Addenda to the Pacific Coast Longshore and Clerks’ Agreement, and the travel provisions contained therein shall be applicable to such Foremen. It is also agreed for this provision that these travel provisions shall be applicable to the regular Foremen in Eureka for travel into the Oregon/Columbia River Area.

## **SECTION 5**

### **HOLIDAYS**

**5.1** The following holidays shall be recognized: New Year’s Day, Martin Luther King’s Birthday, Lincoln’s Birthday, Washington’s Birthday, Cesar Chavez’ Birthday, Memorial Day, Independence Day, Bloody Thursday, Harry Bridges’ Birthday, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year’s Eve Day.

**5.2** Holiday observance and work schedule. The observance of holidays and the work schedule on the holidays listed in Section 5.1 shall be as follows in all U.S. Pacific Coast ports:

***New Year’s Eve Day, December 31*** and

***New Year’s Day, January 1***—No work shall be performed between 3:00 p.m., December 31 and 7:00 a.m., January 2.

Exceptions: (a) An extended shift will be worked from 3:00 p.m. to 5:00 p.m. on December 31 for the purpose of finishing a ship and (b) the provision for “no work” shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

***Martin Luther King’s Birthday, 3rd Monday in January***—Normal work day.

***Lincoln’s Birthday, February 12***—Normal work day.

***Washington’s Birthday, 3rd Monday in February***—Normal work day.

***Cesar Chavez’ Birthday, March 31***—Normal work day.

***Memorial Day, last Monday in May***—Normal work day.

***Independence Day, July 4***—Normal work day.

***Bloody Thursday, July 5***—No work shall be performed between 8:00 a.m., July 5 and 7:00 a.m., July 6.

***Harry Bridges’ Birthday, July 28***—Normal work day.

***Labor Day, 1st Monday in September***—No work shall be performed between 8:00 a.m. on Labor Day and 7:00 a.m. the day after Labor Day.

Exception: The provision for “no work” shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

***Veterans’ Day, November 11***—Normal work day.

***Thanksgiving Day, 4th Thursday in November***—No work shall be performed between 8:00 a.m. Thanksgiving Day and 7:00 a.m. the following day.

Exception: The provision for “no work” shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

***Christmas Eve Day, December 24*** and

***Christmas Day, December 25***—No work shall be performed between 3:00 p.m., December 24 and 7:00 a.m., December 26.

Exceptions: (a) An extended shift will be worked from 3:00 p.m. to 5:00 p.m. on December 24 for the purpose of finishing a ship and (b) the provision for “no work” shall not apply to passenger ships, essential military cargo and emergencies as defined in Section 5.24.

**5.21** When a holiday falls on Saturday or Sunday, the work schedule provided in Section 5.2 shall apply on Saturday or Sunday, respectively; however, the holiday shall be observed on Monday and payment as provided in Sections 5.32, 5.321 and 5.322 shall apply to Monday.

**5.22** On Election Day the work shall be arranged so as to enable the workers to vote.

**5.23** Where work ceases at 3:00 p.m. (December 24 and December 31) the day shift guarantee shall be 6 hours on an 8:00 a.m. start and 5 hours on a 9:00 a.m. start, plus applicable extended hours in accordance with the Agreement.

**5.24** Any work schedule restriction provided in Section 5.2 shall not apply in the event of an emergency involving the safety of vessel, life or property.

**5.3** Paid Holidays. The following holidays shall be recognized as “paid holidays”: New Year’s Day, Martin Luther King’s

Birthday, Washington's Birthday, Cesar Chavez' Birthday, Memorial Day, Independence Day, Harry Bridges' Birthday, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

**5.31** Eligibility for paid holidays. Only registered employees are entitled to receive a "paid holiday," provided:

**5.311** They have registration status on the date of the "paid holiday," and

**5.312** Have worked the required number of hours to qualify for a 1-week basic vacation.

**5.313** In addition to Sections 5.311 and 5.312, employees receiving their job assignments through the dispatch hall must meet the availability requirement of the Pay Guarantee Plan for at least 2 of the 5 days, Monday through Friday (exclusive of the holiday), during the payroll week in which the holiday falls.

**5.3131** Employees who work the required hours to have qualified for a 2-week basic vacation in the prior payroll year shall not be required to meet the provisions of Section 5.313 on paid holidays which are normal work days, i.e., Martin Luther King's Birthday, Washington's Birthday, Cesar Chavez' Birthday, Memorial Day, Independence Day, Harry Bridges' Birthday, Veterans' Day.

**5.314** In addition to Sections 5.311 and 5.312, employees working on a steady basis must meet the availability requirements of their employer.

**5.315** The availability provision of Section 5.313 or Section 5.314 shall not apply to absence while on vacation or because of sickness or injury which is verified.

**5.32** Payment. Registered employees eligible for a “paid holiday” shall receive pay equivalent to 8 hours at the straight time rate.

**5.321** Registered employees eligible for a “paid holiday” shall receive payment as provided in Section 5.32 above, whether they work or not. When registered employees who are eligible for a “paid holiday” perform work on such holiday, their additional payment for working shall be as prescribed in Section 4.

**5.322** Registered employees not eligible for a “paid holiday” and non-registered employees who perform work on any of the paid holidays listed in Section 5.3 above shall be paid for working as prescribed in Section 4.

**5.33** Disbursement. Payment for each “paid holiday” shall be made on that payday which is the regular pay day for disbursing payroll checks for the payroll week in which the “paid holiday” falls. The Pacific Maritime Association shall be the disbursing agent for such payments.

**5.34** Work force availability. The Union agrees that employees shall be available to meet the Employers’ work requirements on all holidays in accordance with the work schedule contained in Section 5.2.

**5.35** Paid holiday” hours shall not count toward Vacation and Welfare eligibility.

**SECTION 6****PAY GUARANTEE PLAN,  
RULES AND ADMINISTRATION**

This Pay Guarantee Plan continues and is an extension of the Pay Guarantee Plan provided in the Memorandum of Understanding of February 17, 1972, as amended through August 20, 1993.

**Preamble**

The basic intention of the Pay Guarantee Plan is to provide a weekly income to eligible registered Walking Bosses and Foremen whose earnings have been reduced below minimum levels as described herein. Only registered Walking Bosses and Foremen identified as “hall men” are eligible to participate in the Pay Guarantee Plan.

**6.1 Financing.**

**6.11** For each year of the Agreement the Employers will have a contingent liability for the Pay Guarantee Plan of the following maximum amounts:

First year (7/1/08 to 6/30/09) .....	\$747,365
Second year(7/1/09 to 6/30/10) .....	\$490,800
Third year (7/1/10 to 6/30/11) .....	\$490,800
Fourth year (7/1/11 to 6/30/12) .....	\$747,365
Fifth Year (7/1/12 to 6/30/13) .....	\$490,800
Sixth Year (7/1/13 to 6/30/14) .....	\$490,800

**6.12** The contingent liability set forth above will be made available to meet the Plan’s payout requirements at the end of a payroll week as follows:

<b>Contract Year</b>	<b>Contract Year Week No.</b>	<b>Weekly Contingent Liability Amount</b>
1	.....1	\$118,790
1	.....2 - 52	12,325
2	.....1 - 52	9,440
3	.....1 - 52	9,440
4	.....1	\$118,790
4	.....2 - 52	12,325
5	.....1 - 52	9,440
6	.....1 - 52	9,440

**6.13** At the end of the first payroll week if the benefits that have been paid are less than \$118,790, the unused portion will be made available for the next payroll week(s). Thereafter, the unused portion 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.

**6.2** Benefits.

**6.21** A worker’s Pay Guarantee Plan payment is the difference between that person’s earnings for the week and 38 hours times the applicable Walking Boss/Foreman straight time rate.

**6.22** No Walking Boss/Foreman shall be eligible for Pay Guarantee Plan payments for more than 52 payroll weeks per payroll year minus the number of weeks of vacation for which that person is paid in that year.

**6.23** Payment of PGP shall be suspended when a worker's (individual's) PMA quarterly payroll earnings of total compensation received, excluding vacation pay, exceeds in any payroll quarter the following amounts:

1 <sup>st</sup> Year (7/1/2008 – 6/30/2009)	\$21,880 each payroll quarter
2 <sup>nd</sup> Year (7/1/2009 – 6/30/2010)	\$22,310 each payroll quarter
3 <sup>rd</sup> Year (7/1/2010 – 6/30/2011)	\$23,170 each payroll quarter
4 <sup>th</sup> Year (7/1/2011 – 6/30/2012)	\$23,600 each payroll quarter
5 <sup>th</sup> Year (7/1/2012 – 6/30/2013)	\$24,030 each payroll quarter
6 <sup>th</sup> Year (7/1/2013 – 6/30/2014)	\$24,890 each payroll quarter

### **6.3 Earnings.**

**6.31** A Walking Boss' or Foreman's "earnings" shall be the sum of all compensation received during the payroll week, including such payments as straight time, overtime, penalty overtime, skill pay, penalty cargo pay, travel time pay, pay for vacation, pay for paid holidays, jury duty pay and state unemployment benefits. A Walking Boss or Foreman must apply for unemployment benefits if he or she is eligible for them to maintain weekly eligibility for PGP payments.

**6.311** Earnings shall include all payroll adjustment payments, including monetary claims paid as a result of LRC

or arbitration decisions. Such compensation shall be added to the worker's payroll record during the payroll week that such payments are earned.

**6.3111** Compensation shall also include the amount of Social Security benefits, ILWU-PMA Pension Plan benefits and any other retirement benefits to which a worker is entitled on the first day of the month if coincident with a worker's 65th birthday, or on the first day of the month subsequent to a worker's 65th birthday, whichever is applicable.

**6.312** If an individual's PMA earnings are less than the state unemployment compensation benefit for a given week and evidence is not submitted showing that the individual has applied for unemployment compensation together with the amount to which he or she is entitled, his or her earnings record for that week will be increased by the difference between his or her actual earnings in the given week and the guarantee maximum limit.

**6.3121** An employee shall not be eligible for PGP in any week for which:

- (a) he or she has received any weekly indemnity benefits for an off-the-job disability from either the State of California or the ILWU-PMA Benefit Funds; temporary total or temporary partial State workers' compensation, or temporary total or temporary partial Longshore & Harbor Workers' Compensation; or
- (b) he or she has failed to establish entitlement for a State Unemployment Compensation benefit, if such fail-

ure is due to employment not covered by this Agreement.

**6.31211** Any employee who receives PGP in violation of Section 6.3121 shall be disqualified from receiving PGP for the life of this contract, or 12 months, whichever is longer.

**6.31212** Any claim that denial of PGP eligibility under these provisions is improper shall be heard by the Joint LRC immediately, and they shall have the authority to effect reinstatement and/or reimbursement.

**6.313** An individual's earnings shall include earnings as a longshore worker or clerk for the purposes of this Pay Guarantee Plan.

#### **6.4 Eligibility.**

**6.41** Walking Bosses or Foremen will not be eligible for benefits under this Pay Guarantee Plan while they work continuously on a steady basis for an employer and are covered by a guarantee for which that employer is responsible. Walking Bosses and Foremen will be eligible for benefits under this Plan if they are "hall men," that is, customarily available for work for various employers and dispatched by the hall to such work as required. When a worker ceases to work on a steady basis for an employer and becomes a "hall man," he or she will be added to the eligibility list described in Section 6.42 if he or she satisfies the requirements of that section.

**6.42** The PGP eligibility list shall include only those registered workers who in the preceding payroll year were paid at least a basic 1-week vacation.

**6.43** An individual who is on the eligibility list will be eligible for Pay Guarantee Plan benefits for any week in which he or she was available for work on the five days, Monday through Friday, inclusive, and failure to meet this availability requirement shall disqualify the employee from the participation in Pay Guarantee Plan benefits for the week in which the failure occurs. For each full day of work by an individual on a Saturday and/or Sunday, the individual's weekly availability requirement as defined in this Section shall be reduced by one day.

**6.431** When a paid holiday is observed on Monday through Friday, a worker on the eligibility list will be eligible for Pay Guarantee Plan benefits for such week by being available for work Monday through Friday, less the day on which the paid holiday is observed.

**6.432** At the close of each payroll week the Joint Chief Dispatcher or other person jointly designated shall furnish PMA the joint records of all workers available but not dispatched, and those who flopped, for each day of the payroll week. PMA shall use a combination of days on the job plus "availability" in the joint hall to determine eligibility and calculate Pay Guarantee Plan payments.

**6.44** Authorized visitors. Workers who are granted clearance by the home port LRC and approval by the visited port

LRC to work as a “visitor” shall be entitled to a guarantee payment in the port they are visiting.

**6.441** When visitors return to their home port their earnings, for guarantee purposes, shall be their actual earnings.

**6.442** Authorized visitors, granted clearance by the home port LRC and approved by the visited JPLRC to work as a visitor, shall be included on the PGP eligibility list in the port they are visiting.

**6.45** Unauthorized visitors. Unauthorized visitors are workers visiting and working in other than their home port without having obtained the clearance and approval of the Labor Relations Committees of both ports.

**6.451** Unauthorized visitors are not entitled to a guarantee payment in the port visited. They are, however, entitled to a guarantee payment in their home port provided they meet the 5 days, Monday through Friday inclusive, availability requirement and qualify in their home port.

**6.4511** Earnings paid to unauthorized visitors shall be included in their earnings record in determining guarantee payment eligibility in their home port.

**6.452** Unauthorized visitors shall not be dispatched in the visited port until all available registered workers in the port have been dispatched.

**6.46** Transfers. Workers who are transferred to another port under the provisions of the Agreement will be eligible to qualify for Pay Guarantee Plan benefits in the port to which they are transferred under the following provisions:

**6.461** Transfers are to become effective at the beginning of a payroll week (8:00 a.m. Saturday).

**6.462** Transferees shall retain their own individual records of earnings.

## **6.5** Availability.

**6.51** "Availability" on any given day is defined to mean working or being available to work and employment is not offered.

**6.52** It is recognized that the industry works 7 days per week and the Union agrees that employees will be available to fill the needs of the Employers on all working shifts during the week. It is also recognized that some employees only make themselves available to work days, that some employees only make themselves available to work nights, and that some employees make themselves available to work either days or nights.

**6.521** In certain ports, the work force historically has been available for work for both the day and night shifts. In such ports workers shall make themselves available for both shifts in accordance with rules to be adopted by the JLRC.

**6.522** A worker's earnings record for the preceding payroll year will establish the basis, day and/or night, for which the worker will be given credit for availability on any given day or night shift. A worker can change his or her day and/or night availability pattern provided he or she notifies and receives the concurrence of the Joint Labor Relations Committee.

**6.523** A worker replacing him- or herself prior to the completion of a full shift will not be considered as having been available that day for PGP purposes. Each such replacement shall be reported by the employer to PMA in the payroll week in which such replacement occurs.

**6.53** Each dispatcher shall maintain an eligibility list and shall record availability for each port in the manner and form determined by PMA for such purpose. A form for this purpose is to be transmitted to PMA for each weekly payroll period.

**6.531** Any dispute as to a worker's availability shall be promptly processed through the contract grievance machinery.

**6.54** "Availability credit" toward the requirement of being available for work on the 5 days, Monday through Friday inclusive, will be given for each day on the following basis:

**6.541** For each day or night that a worker has worked, provided that no more than a single day's credit shall accrue in a 24-hour period of 8:00 a.m. to 8:00 a.m.

**6.542** For each day or night that a worker makes him- or herself available for work in accordance with local check-in procedures.

**6.5421** Workers checked in for work who refuse any work opportunity will not be given "availability credit."

**6.55** Workers who are absent because of illness, injury, Union employment, military service, leave of absence, disciplinary time off, incarceration or for any other reasons, whether it be authorized or unauthorized, shall not be entitled to a

guarantee payment for any payroll week during which they fail to meet the 5 days, Monday through Friday inclusive, availability requirement.

**6.551** Workers verified to be absent because of a bona fide medical or legal appointment shall not lose PGP eligibility if instead they make themselves available on the next Saturday or Sunday.

**6.552** Workers who are absent because of jury duty shall have their jury duty days Monday through Friday counted toward availability and their jury duty pay shall be used to offset PGP payments.

**6.56** Workers engaged in Union employment related to joint contract administration shall, however, be considered as “available” for guarantee purposes and earnings received for such employment shall be included in determining their eligibility to qualify for a guarantee payment.

## **6.6** Work stoppages.

**6.61** A work stoppage by any longshore or clerk local in violation of Section 11.1 of the PCL&CA which precludes the employment of Walking Bosses or Foremen during such work stoppage shall not disqualify the affected Walking Bosses or Foremen from payment during the payroll week that the violation occurs; provided, however, that a port-wide or area-wide work stoppage by either a longshore or clerk local shall disqualify affected Walking Bosses or Foremen during that payroll week.

**6.611** A work stoppage by a Walking Bosses' or Foremen's local in violation of Section 11 of this Agreement shall disqualify all Walking Bosses/Foremen in the port from payment during the payroll week that the violation occurs.

**6.62** A "work stoppage" is here defined as one which occurs by reason of Union policy, Local or International, or by failure to work as directed by an Arbitrator. In each week a coastwise work stoppage occurs, the Employers' obligation will be reduced by the amount which was to be available for that payroll week.

**6.63** An unauthorized stop-work meeting in violation of Section 12.3 of the Pacific Coast Longshore and Clerks' Agreement or Section 12.1 of the Pacific Coast Walking Bosses' and Foremen's Agreement is considered to be a work stoppage by any local in violation of Section 11.1 of those Agreements.

**6.64** Unauthorized non-work days or non-work shifts are considered to be a work stoppage by any local in violation of Section 11.1 of the PCL&CA or Section 11.1 of the Pacific Coast Walking Bosses' and Foremen's Agreement.

**6.65** In the event that unions other than those signatory to the PCL&CA have work stoppages or there occurs an Act of God (described herein as "force majeure") that creates a need to provide Pay Guarantee payments in a port, area or on a coastwise basis for a period extending beyond 1 payroll week, Pay Guarantee Plan payments will be suspended in the port, area or coastwise, as applicable, until work can be resumed.

**6.651** Work stoppages by such other unions include any strike or picketing creating a situation in which cargo cannot be worked.

## **6.7** Abuses.

**6.71** The Parties agree that it is to their mutual best interest to prevent abuses of the intent and purpose of the Pay Guarantee Plan. Recognizing this as their objective, the Parties agree that the Rules contained herein are subject to change, modification, deletion or addition for such purpose. Either party at the Coast level may propose changes to prevent abuses, and if they cannot agree the matter shall be presented to the Coast Arbitrator whose decision shall be final and binding.

**6.72** To correct abuses in a port, the registered work force may be dispatched under rules agreed to by the Joint LRC, which rules must be observed after implementation to avoid unwarranted Pay Guarantee Plan payments. Disagreement over implementation of any rule or failure by the Joint LRC to agree on any other alleged abuses within 10 days, shall be subject to prompt and final determination by the Area Arbitrator. An Area Arbitrator's decision shall be restricted to the port involved.

## **6.8** General Provisions.

**6.81** Travel provisions. Historically, travel between ports has been an accepted and essential part of the Agreement, and neither the Union nor any of its locals will endeavor to create travel or nontravel situations which would result in payments under the Pay Guarantee Plan to which the registered workers

would not otherwise be entitled. It is the Employer's option to require travel in order to provide work where such travel is customary or feasible.

**6.811** Travel between ports shall continue in accordance with customary dispatch procedures and travel practices. All Walking Bosses/Foremen are required to travel from port to port at the Employers' option except as provided in Section 6.8111 below.

**6.8111** Each local LRC shall develop a list of "travel exempt workers" who are not required to accept a dispatch to travel. Such list shall include only those workers who have valid or legitimate reasons for refusing to travel such as, but not limited to, physical or medical limitations.

**6.812** Workers not on the "travel exempt" list who refuse to accept travel orders shall not be entitled to a guarantee payment during the payroll week of such occurrence.

**6.8121** The availability record maintained by the dispatcher shall indicate such refusal to travel.

**6.813** Travel time and earnings paid for work in the port to which traveled shall be included in an individual's earnings record.

## **6.82** Dispatchers.

**6.821** Full-time dispatchers shall be excluded from participation in the Pay Guarantee Plan.

**6.8211** When such full-time dispatchers leave their employment and return to Walking Boss/Foreman work, they

shall be eligible to qualify for Pay Guarantee Plan benefits based on their actual earnings.

**6.822** Part-time dispatchers, workers who perform dispatching duties and also work as a Walking Boss/Foreman, shall be eligible to qualify for Pay Guarantee Plan benefits based on their combined earnings.

**6.83** Workers employed by nonmembers of PMA. Earnings of workers employed on a regular or casual basis by an employer who is signatory to a Nonmember Participation Agreement shall be included in determining their eligibility for Pay Guarantee Plan benefits.

**6.84** Payroll processing. All payrolls for Walking Bosses/Foremen, including any former direct payments made by member companies and payrolls of Employers signatory to a Nonmember Participation Agreement, shall be processed through the PMA Management Information Services.

**6.85** Vacations. Vacation weeks to which a worker is entitled, for PGP purposes, shall be taken in 5-day units of Monday through Friday. No worker shall be entitled to a guarantee payment for any payroll week while on vacation.

It is understood that a worker may take his or her vacation in increments of any 5 days provided that the worker is disqualified for PGP payments for that number of payroll weeks which equates with his or her weeks of vacation entitlement (Letter of Understanding dated 7/27/84).

**6.851** Vacation earnings will not be added to the worker's earnings records when vacation checks are disbursed but

will be added during the payroll week(s) when the vacation is taken.

**6.8511** The availability record maintained by the dispatcher shall indicate when a worker is on vacation.

**6.852** If, at the end of the payroll year, records indicate that a worker has not taken the weeks of vacation for which he or she was paid, the worker shall be disqualified for PGP payments for a like number of weeks at the beginning of the next payroll year.

**6.86** Fringe Benefit Eligibility.

**6.861** All Pay Guarantee Plan hours for which a worker is eligible for payment shall count toward his or her Welfare Plan and Pension Plan eligibility. A worker's Pay Guarantee Plan hours will be calculated by dividing the Pay Guarantee Plan payments for which he or she is eligible by the basic straight time rate.

**6.87** Special provision applicable only to San Diego and Port Hueneme.

**6.871** Each Joint Port LRC shall establish lists of workers who shall have priority in performing the work of Foremen.

**6.8711** There shall be a list of individuals to be called "Regular" Foremen. The individuals on this list shall have first priority for work as Foremen. They shall be eligible for participation in the Walking Bosses/Foremen Pay Guarantee Plan and shall have the same rights and privileges accorded Walk-

ing Bosses/Foremen in ports under the jurisdiction of Locals 91, 92, 94 and 98.

The number of individuals to be included on the list of “Regular” Foremen shall be 5\* in San Diego and 5\* in Port Hueneme. There shall be no additions to the stated number of “Regular” Foremen during the term of the Agreement, unless mutually approved by the Parties at the Coast negotiating level. (\*Minus attrition during the term of the Agreement.)

**6.8712** Secondly, there shall be a list of workers to be called “supplementary” Foremen. The workers on this list shall have second priority for work as Foremen. They shall not be eligible for participation in the Walking Bosses/Foremen Pay Guarantee Plan. The number of individuals to be included in the list of “supplementary” Foremen shall be 6 in San Diego and 5 in Port Hueneme. The Joint Port LRC shall have the authority, when conditions subsequently warrant, to make additions to or subtractions from the list of “supplementary” Foremen.

**6.8713** Any disagreement as to individuals to be placed on the lists shall be promptly resolved through the contract grievance machinery with the Area Arbitrator’s decision being final and binding.

**6.8714** Compensation received for working as a longshore worker or clerk shall be included as earnings described in the Pay Guarantee Plan.

**6.8715** Foremen eligible to participate in this Pay Guarantee Plan shall include all workers on the “regular” Fore-

man list provided in Section 6.8711, except those “regular” Foremen employed on a steady basis by any single employer under a monthly guarantee for which that employer is responsible. It is the option of an employer to employ or to not employ a Foreman on a steady, monthly guarantee basis.

**6.8716** Failure by any Foremen’s unit to implement the provisions of Section 6.87 and its subsidiary subsections shall disqualify such unit from participation in the Walking Bosses/ Foremen Pay Guarantee Plan.

**6.88** Special provision applicable only to Eureka.

**6.881** The number of workers to be included on the list of registered Walking Bosses in Eureka shall be 2, during the term of the Agreement. There shall be no additions to this number during the term of the Agreement, unless mutually approved by the Parties at the Coast negotiating level.

**6.89** Grievances. Disputes arising over the interpretation or application of these Rules shall be referred directly to the Parties at the Coast level and, if resolution cannot be reached by them, the issue(s) shall be presented to the Coast Arbitrator whose decision shall be final and binding.

## **SECTION 7**

### **VACATIONS**

**7.1** Computation of vacations. In any payroll year each Walking Boss/Foreman who is registered and qualified on December 31 of the calendar year in which he or she earns his or her vacation shall receive a vacation with pay the following year

at the straight time hourly rate prevailing on January 1 of the calendar year in which vacations are paid.

### 7.11 Basic vacation.

**7.111** Qualifying hours required for a basic 1-week or 2-week vacation with pay shall be as follows:

Average Port Hours	Qualifying Hours			
	Under Age 60		Age 60 and Over	
	1 Week	2 Weeks	1 Week	2 Weeks
1,300 or more .....	800	1,300	700	1,200
1,200 - 1,299 .....	700	1,200	600	1,100
1,100 - 1,199 .....	676	1,100	600	1,100
1,000 - 1,099 .....	615	1,000	600	1,000
900 - 999 .....	552	900	552	900
800 - 899 .....	552	800	552	800
less than 800 .....	552	800	552	800

**7.1111** "Qualifying hours," as defined in Section 7.21, include hours worked in any port. In no event shall the qualifying hours for a basic 1-week vacation be less than 552 hours.

**7.112** In calculating "average port hours," the following shall apply:

- (a) Average port hours are the average hours worked in the port during the payroll year by those workers registered in the port at the end of the payroll year, except that workers who were paid for less than 100 hours shall be excluded.

- (b) Hours worked shall include work performed by workers in any registration classification.
- (c) Hours worked by workers outside of their port shall be excluded. "Port" shall be considered either the port, port district or general area in which workers are assigned and have employment priority.

### **7.12** Additional vacation.

**7.121** One additional week's vacation with pay if he or she shall have qualified for at least 2 weeks of basic vacation under Section 7.111, and if in each of any 8 of his or her past years of service he or she shall have qualified for at least a 1-week basic vacation. (See Sections 7.261 through 7.265.)

**7.1211** Any active employee registered before July 1, 1990, in ports other than Seattle, Portland, San Francisco and Los Angeles who does not qualify for the additional week of vacation under Section 7.121 shall receive the additional week if he or she shall have qualified for 2 weeks of basic vacation under Section 7.111 and shall have been available for employment for 10 years or more under the Agreement or its predecessors for employees bound thereby, and if he or she shall have qualified for at least a 1-week basic vacation in 5 of the previous 10 payroll years. (See Section 7.261 through 7.265.)

**7.122** One additional week's vacation with pay if he or she shall have qualified for at least 1 week of basic vacation under Section 7.111, and if in each of any 17 of his or her past years of service he or she shall have qualified for at least a 1-week basic vacation. (See Section 7.261 through 7.265.)

**7.123** One additional week's vacation with pay if he or she shall have qualified for at least 1 week of basic vacation under Section 7.111, and if in each of any 23 of his or her past years of service he or she shall have qualified for at least a 1-week basic vacation. (See Section 7.261 through 7.265.)

**7.124** One additional week's vacation with pay if he or she shall have qualified for at least 1 week of basic vacation under Section 7.111, and if in each of any 25 of his or her past years of service he or she shall have qualified for at least a 1-week basic vacation. (See Sections 7.261 through 7.265.)

**7.13** Each week's vacation pay shall be 40 times the employee's applicable straight time hourly rate as set forth in Section 7.1.

**7.14** Within each range of 100 paid hours accumulated in excess of 1400 hours, 2 additional hours of vacation pay shall accrue up to but not exceeding an additional 20 hours of vacation pay, in accordance with the following schedule:

<b>Hours Paid</b>	<b>Additional Vacation Hours</b>
1,401 through 1,500 .....	2
1,501 through 1,600 .....	4
1,601 through 1,700 .....	6
1,701 through 1,800 .....	8
1,801 through 1,900 .....	10
1,901 through 2,000 .....	12
2,001 through 2,100 .....	14
2,101 through 2,200 .....	16
2,201 through 2,300 .....	18
2,301 or over .....	20

## **7.2** Qualifying hours and years.

**7.21** Qualifying hours for vacation purposes shall include all hours for which pay is received, except vacation hours, Paid Holiday hours and Pay Guarantee Plan hours.

**7.22** Qualifying hours shall be limited to hours paid for by individual employers or parties to this Contract Document and to other hours as to which employers participating in the vacation plan in the port area make the required payments to the Association. Hours paid to any Walking Boss/Foreman in any port area covered by the Agreement, other than that in which he or she is registered on December 31, shall be added to paid hours in his or her home port provided, however, that such Walking Boss/Foreman either shall have been granted authorization in the customary manner to visit other port areas or shall have been transferred on the registered list in accordance with the rules and with the consent of the Joint Port Labor Relations Committees. A Walking Boss/Foreman who has received pay for work under this Agreement in more than 1 port area during the preceding payroll year must file a claim in the port where he or she is registered by February 1 of the calendar year in which vacations are paid, setting forth the details of his or her employment during the preceding payroll year.

**7.23** Registered Walking Bosses/Foremen shall be credited with hours paid for other employment under collective bargaining contracts to which the Union and the Association are parties, but no worker shall receive 2 vacations in the

same year, 1 under this Agreement and another under any other agreement.

**7.24** Registered Walking Bosses/Foremen shall be credited with hours at court as jurors, including waiting time under court order, as certified by the Clerk of the Court.

**7.25** Those employees who have worked during the payroll year but have insufficient qualifying hours for a vacation due to illness or injury, shall qualify for vacation based on hours worked during the 4 payroll quarters preceding the quarter in which the injury or illness occurred.

**7.26** In computing years of service under Section 7.12:

**7.261** Continuous absence from employment because of industrial illness or injury arising out of employment under this Contract Document compensated for under State or Federal Compensation Act shall be considered qualifying time.

**7.262** Service in the Armed Forces of the United States or employment by the United States as a civilian in longshore operations in World War II and the Korean War that occurs after registration shall be considered qualifying time.

**7.263** Service as a full-time Union official or as a registered Walking Boss/Foreman employed as a joint employee of a Labor Relations Committee, Welfare Fund, Pension Fund or other joint entity of the parties shall be considered qualifying time.

**7.264** When any Walking Boss/Foreman is absent less than the full calendar year, he or she shall receive only proportionate credit for qualifying time.

**7.265** Any Walking Boss/Foreman whose combination of hours worked and hours of Pay Guarantee Plan payment total 800 hours or more in any payroll year shall have such counted as a qualifying year for years of service for vacation eligibility.

**7.27** Any employee who has been registered in both a small port and a large port during the period in which he or she claims to have satisfied the requirements of Section 7.131 for a third week of vacation must satisfy the requirements of Section 7.1311, but for such purposes he or she shall be given double credit for any year in which he or she worked at least 800 hours in a small port, and for each such year of double credit the 15-year spread shall be reduced by 1 year.

**7.28** Where a Walking Boss/Foreman has been paid for work in part of the year both by the Union or its Walking Boss/Foreman locals and by the Employers and the total amount thereof qualifies him or her for a vacation, his or her vacation shall be paid by the Employers and the Union on a pro rata basis.

### **7.3** Vacation procedure.

**7.31** The method and procedure for scheduling vacations shall be those which have been in effect since 1951. Vacation periods may be scheduled during any month(s) of the calendar year by the Joint Labor Relations Committee of each port who will also schedule vacations on a full week-by-week basis when so requested by the worker.

**7.32** Each registered Walking Boss/Foreman entitled to a vacation shall take his or her vacation at the time scheduled.

**7.33** A registered Walking Boss/Foreman whose registration is cancelled after he or she shall have fulfilled all requirements for a vacation during the previous payroll year shall receive vacation pay at the time agreed to by the parties.

**7.34** If a registered Walking Boss/Foreman dies after working the required hours for a vacation, payment for vacation shall be paid to designated beneficiary.

**7.35** If a registered Walking Boss/Foreman retires under the ILWU-PMA Pension Plan after he or she has worked the required hours for a vacation, he or she shall receive their vacation pay at the time agreed to by the parties as set forth in Section 7.411.

#### **7.4 Administration.**

**7.41** The Pacific Maritime Association shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area. Vacation checks will be available for distribution in the first full payroll week of March of the calendar year in which vacations are paid. PMA and the Union will review and analyze the Vacation Claims Process for vacations paid during the January/February 2000 vacation payment cycle. Based on this review, expedited claims processes will be developed so that, in the following year (2001), vacations will be paid in the first full payroll week of February. A second distribution of vacation checks based on timely claims will occur in the first full payroll week of June.

**7.411** In addition to the regular distribution of vacation pay checks as set forth above in Section 7.42, there shall be 2 additional vacation pay distributions for vacation benefits earned in the current year for new retirees only. Such distributions shall occur in the first full payroll week in August and in the first full payroll week in December. These current year computations made in August and December shall be based on the prior year's "average port hours."

**7.42** Any public port or port commission may become a party to this vacation agreement by notifying the Union and the Association prior to the first day of the calendar year in which the vacation is to be taken. Similarly, any or all of the Armed Services may become parties. In the event that 1 or more public ports or Armed Services becomes a party to the Agreement, said port(s) or Service(s) shall be placed in the same status as an individual employer member of the Pacific Maritime Association for all the purposes of this Agreement.

**7.43** Nonmember employers may participate in the vacation plan in accordance with the conditions thereon fixed by the Association.

## **SECTION 8**

### **DISPATCHING AND REGISTRATION**

#### **8.1 Dispatching.**

**8.11** Currently existing dispatching offices shall be continued and supported by the local parties as provided in local supplements. (See Addenda, Dispatch Hall Costs.)

**8.111** Effective August 1, 1999, all areas shall have seven-day ordering and dispatching procedures for Walking Bosses/Foremen. This means that orders for Sunday night shifts and Monday day shift will be taken on Sundays.

**8.12** The employer shall have the right to select, assign and terminate Walking Bosses or Foremen to be used on a job and nothing in this Agreement shall be deemed to authorize or permit the establishment of a rotational system of employment of Walking Bosses or Foremen (as amended by the Letter of Understanding dated July 30, 2008, Dispatch of Walking Bosses/Foremen - Locals 91, 92, and 98).

**8.121** An exception to Section 8.12 shall apply to the dispatch of hall workers in the Los Angeles/Long Beach area. The dispatch of such workers is governed by provisions of the local agreement.

## **8.2** Registration.

**8.21** The local parties shall maintain a list of Walking Bosses/Foremen, such lists to include both casual or extra and steadily-employed workers.

**8.22** When additions to the registered list are to be made, the selection of such additional workers shall be made in accordance with provisions contained in local supplements.

**8.23** There shall be no reduction in the registered Walking Bosses/Foremen work force during the term of the Agreement except for normal attrition due to quits, deaths and retirements, and deregistration for cause. This does not preclude the par-

ties from agreeing upon a reduction in force should unusual circumstances develop.

**8.231** The provisions of Section 8.23 are subject to implementation of all applicable Pay Guarantee Plan provisions.

**8.24** The Employers agree not to interfere with the Walking Bosses or Foremen's right to transfer their registration back to the longshore registration list provided, however, that Walking Bosses/Foremen shall at all times remain as an autonomous unit.

**8.25** To maintain his or her registration, each employee must continue to fulfill the standards of responsibility set forth in Section 1. Failure to do so shall be cause for deregistration or transfer back to longshore registration.

**8.26** Individuals registered as Walking Bosses/Foremen will be considered probationary for a period of 1 year. During such year, the work record and capabilities of the probationary Walking Bosses/Foreman shall be subject to evaluation by the Employers. The Employers shall have the right at any time within the 1-year probationary period to have removed from the registration list of Walking Bosses/Foremen and returned to longshore registration any probationary Walking Bosses/Foreman who, in the opinion of the Employers, is considered to be unqualified. This right to return a probationary Walking Bosses/Foreman to longshore registration shall not require joint agreement. The probationary Walking Bosses/Foreman and the Union will receive a written explanation from the em-

ployer. All above actions are subject to discussion at the Joint Port Walking Bosses/Foremen's Labor Relations Committee.

### **8.3 Distressed port.**

**8.31** The parties to this Agreement shall establish a work force adjustment procedure for any port which becomes a "low work opportunity port." Such procedure shall include matters such as transfer conditions, method of selecting workers for transfer to another port and qualification status for payments under the Pay Guarantee Plan.

**8.311** A port shall be considered a "low work opportunity port" when the average hours of "hall men" in the port for a 6-month consecutive period are below two-thirds of the coastwise average hours for "hall men."

**8.312** As soon as a port becomes a "low work opportunity port," the parties to this Agreement shall, as provided in Section 8.31, meet promptly. If the parties to this Agreement are unable to agree on a work force adjustment procedure, the matter shall be submitted to the Coast Arbitrator within 30 days for decision.

## **SECTION 9**

### **TRAINING**

**9.1** All registered Walking Bosses/Foremen and Supplemental Walking Bosses/Foremen that have worked 100 hours as a Walking Boss/Foreman shall participate in any and all PMA supervisor's seminar training programs. This training will include first aid, CPR, diversity and other regulatory required training. Satisfactory completion of this training is mandatory

as a condition of employment and failure to participate in this training shall result in disciplinary action.

**9.2** The PMA Training Department will conduct a supervisory training program for all new Walking Bosses/Foremen.

**9.3** All registered Walking Bosses/Foremen shall maintain current valid American Red Cross (ARC) Standard First Aid (SFA), Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED) certification. Walking Bosses/Foremen who do not attend PMA sponsored first aid, CPR, AED, etc., classes may obtain their certification at other authorized sources at their own expense but must submit copies of such certification to the Walking Bosses' and Foremen's Labor Relation Committee for recording purposes.

**9.4** The Union and its members shall cooperate and participate in all Employer-offered training to improve knowledge and skills. Such training shall include, but is not limited to, work force diversity, EEOC, the use of computers and other new technologies, as required by their employers to perform duties of Walking Boss/Foreman defined in Section 1.1, PCWB&FA.

**9.5** In addition to required initial Walking Boss/Foreman entry training, all newly registered Walking Bosses/Foremen shall be required to attend additional training as developed by the parties. Such training may include classroom or on-the-job training on the following topics: safety issues, discrimination and harassment, rigging, management skills, accident investigation, and leadership.

**SECTION 10****EMPLOYMENT AND MANNING**

**10.1** The employment of Walking Bosses/Foremen shall be determined in accordance with local agreements and local understandings.

**10.2** Manning scales, where they exist, shall continue with the employer having the right to ask for review of such manning. The review procedure for existing manning shall be as follows:

**10.21** The employer shall submit a written proposal to the local Union. Such proposal shall be submitted through the PMA Area Manager and shall describe the operation as it exists, the number of Walking Bosses/Foremen employed, the number of Walking Bosses/Foremen proposed and the reasons for the proposed change in manning. If the Union agrees with the written proposal, they shall inform the PMA Manager in writing and the new manning shall be considered as agreed to.

**10.22** If the local does not agree with the written proposal, they shall inform the PMA Area Manager and a meeting will be arranged promptly between the parties for oral discussion. If in such meeting agreement can be reached, the matter shall be considered resolved.

**10.23** If the parties cannot agree in 10.22 and the Employers still are of the opinion that the proposal is correct, they may refer the matter to the local Arbitrator whose decision may be appealed by either party to the Coast Arbitrator.

**10.3** When new methods of operation are introduced by the employer, the proposed manning will be discussed with the local Union through PMA offices 72 hours in advance of the commencement of the operation. If the parties cannot reach agreement, the Employers shall have the right to put their manning in effect subject to final resolution through the grievance procedure described in Section 10.23 above, with the Union taking the initiative to process the matter.

**10.4** It is understood that manning remains a local matter under local supplements, local agreements or local understandings.

## **SECTION 11**

### **NO STRIKES, LOCKOUTS, AND WORK STOPPAGES**

**11.1** There shall be no strike, lockout or work stoppage for the life of this Agreement.

**11.2** Refusal to cross a legitimate and bona fide picket line as defined in 11.3 shall not be deemed a violation of this Agreement.

**11.3** A legitimate and bona fide picket line is one established and maintained by a union acting independently of an ILWU Walking Bosses' or Foremen's local, about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees, a majority of whom it represents as the collective bargaining agency.

**11.4** Collusive picket lines, jurisdictional picket lines and demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement.

**11.5** Employees have the right to observe picket lines determined to be legitimate and bona fide under the terms of the Agreement. The Union does not expect employees to be paid while observing picket lines, and the Employers cannot be expected to pay employees who are unable to perform their work because of picket lines. Therefore, the following shall be applicable:

- (a) Prior to the ILWU-PMA Area Arbitrator reaching a determination as to the contractual legitimacy of a picket line, Walking Bosses/Foremen shall be paid for actual time worked.
- (b) Walking Bosses/Foremen who are ordered after and report for work after the ILWU-PMA Area Arbitrator reaches a determination that the picket line is legitimate shall be entitled to contractual pay minimums.
- (c) A letter of intention with respect to observance of a picket line is not required.

## **SECTION 12**

### **MEETINGS FOR REGISTERED WALKING BOSSES/FOREMEN**

**12.1** Stop-Work Meetings.

**12.11** Each Walking Boss or Foreman local shall have the right to hold 1 regularly-scheduled stop-work meeting each

month between the hours of 7:00 p.m. and 3:00 a.m. Such meeting in a port or within an area shall be scheduled so as to minimize ship delays. It is understood that in a port where regularly scheduled stop-work meetings are held, the scheduled date of the Walking Bosses/Foremen meeting during the month shall be the same as the date on which the longshore and clerks' locals schedule their meetings. (Letter of Understanding dated 7/27/84)

**12.12** Any other stop-work meetings must be mutually agreed to by PMA and the Union and shall be held no sooner than 1 week after such agreement. They shall not occur more often than once a month.

## **SECTION 13**

### **NO DISCRIMINATION**

**13.1** There shall be no discrimination in connection with any action subject to the terms of this Agreement (including at work sites, joint dispatch halls, training sites, and other locations, when reasonably related to employment covered by this Agreement) either in favor of or against any person because of membership or nonmembership in the Union, activity for or against the Union or absence thereof, race, creed, color, sex (including gender, pregnancy, sexual orientation), age (forty or over), national origin, religious or political beliefs, disability, protected family care or medical leave status, veteran status, political affiliation or marital status. Also prohibited by this policy is retaliation of any kind for filing or supporting

a complaint of discrimination or harassment. (See Addenda, Equal Employment Opportunity Policy).

**13.2** All grievances and complaints alleging incidents of discrimination or harassment (including hostile work environment) in connection with any action subject to the terms of this Agreement based on race, creed, color, sex (including gender, pregnancy, sexual orientation), age (forty or over), national origin, or religious or political beliefs, or alleging retaliation of any kind for filing or supporting a complaint of such discrimination or harassment, shall be processed solely under the Special Grievance/Arbitration Procedures For The Resolution of Complaints Re Discrimination and Harassment Under The Pacific Coast Longshore & Clerk's Agreement (See Addenda, Special Section 13.2 Grievance Procedures and Guidelines For Remedies) with the exception of those types of grievances and complaints described in Section 13.3.

**13.3** Grievances and complaints alleging that a contractual provision or rule is discriminatory as written or as applied, as well as discrimination claims seeking elevation, registration or selection for casual status, and discrimination claims based on disability, protected family care or medical leave status, veteran status, political affiliation, marital status, membership or non-membership in the Union, or activity for or against the Union or absence thereof, are not to be filed under the Special Section 13.2 Grievance Procedures, but instead are to be filed and processed with the Joint Port Labor Relations Committee

(JPLRC) under the grievance procedures in Section 17.4 of the PCLCA. Likewise, requests for “reasonable accommodation” for disabilities recognized under state or federal law will not be processed under the Special Section 13.2 Grievance Procedures but instead must be brought to the local JPLRC pursuant to separate procedures established for such requests. (See Addenda, Policy on ADA Compliance and Reasonable Accommodation.)

## **SECTION 14**

### **ONEROUS WORK LOAD**

**14.1** An excessive or unreasonable amount of work shall not be placed on any Walking Boss/Foreman. If it is believed that an onerous work load is imposed upon a Walking Boss/Foreman, the Walking Boss/Foreman involved shall process his or her grievance through the grievance machinery of the Agreement.

**14.2** Claims of onerousness cannot be used, however, to challenge agreed-to manning scales.

## **SECTION 15**

### **EFFICIENT OPERATIONS**

**15.1** There shall be no interference by the Union with the Employers’ right to operate efficiently and to change methods of work and to utilize labor-saving devices.

**15.2** With regard to the local agreements, it is agreed that any provisions of this Coast Agreement supersede local agreements, and that any provisions of the local agreements which

are in conflict with this Coast Agreement shall be changed as a result of the execution of this Agreement.

## **SECTION 16**

### **SAFETY**

**16.1** Recognizing that prevention of accidents is mutually beneficial, the responsibility of the parties in respect thereto shall be as follows:

**16.11** The Union and the Employers will abide by the rules set forth in the existing Pacific Coast Marine Safety Code and in the Occupational Safety & Health Act of 1970. Such rules shall be applicable in all ports covered by the Agreement.

**16.12** The Employers will provide safe gear and safe working conditions.

**16.13** Employees shall perform all duties as directed by the employer relating to management's responsibilities under health and safety agreements and governmental regulations.

## **SECTION 17**

### **JOINT LABOR RELATIONS COMMITTEES, ADMINISTRATION OF AGREEMENT AND GRIEVANCE PROCEDURES**

**17.1** Joint Labor Relations Committees.

**17.11** The parties shall establish and maintain, during the life of this Agreement, a Joint Labor Relations Committee for each port or area affected by this Agreement. Each of said Labor Relations Committees shall be comprised of 3 or more representatives designated by the Union and 3 or more

representatives designated by the Employers. Each side of the Committee shall have equal vote.

**17.12** The duties of the Joint Labor Relations Committee shall be:

**17.121** To be responsible for dispatching of workers.

**17.122** To exercise control of the registered lists of Walking Bosses/Foremen.

**17.123** To investigate and adjudicate all grievances and disputes according to the procedure outlined in this Section 17.

**17.124** To investigate and adjudicate any complaint against any Walking Boss/Foreman whose conduct on the job or in the dispatching hall causes disruption of normal harmony in the relationship of the parties hereto or the frustration and/or violation of the provisions of the working or dispatching rules or of this Agreement. This application of this Section 17.124 shall not negate procedures for penalties as provided elsewhere in Section 17.

**17.13** The grievance procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising between the Union or any person working under this Agreement or both, on the one hand, and the Association or any employer acting under this Agreement or both, on the other hand, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the grievance procedure has been exhausted.

**17.14** Pending investigation and adjudication of such disputes, work shall continue and be performed as provided in Section 11.

**17.2** Grievances arising on the job shall be processed in accordance with the following procedure:

**17.21** The grievance shall be discussed with the immediate Superintendent in charge of the operation.

**17.22** If the grievance is not settled as provided in Section 17.21, it shall be referred for determination to an official designated by the Union and to a representative designated by the employer.

**17.23** If the grievance is not settled in Sections 17.21 and 17.22 or does not arise on the job, it shall be referred to the Joint Labor Relations Committee which shall have the power and duty to investigate and adjudicate it.

**17.24** In the event that the Employer and Union members of any Joint Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the Area Arbitrator for decision.

**17.241** Area Arbitrators appointed by the parties to the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement shall serve as Area Arbitrators for the purposes of this Agreement.

**17.242** Decisions of Area Arbitrators shall be final and conclusive except as provided in Section 17.25. Pending an appeal, such decisions shall be observed.

**17.25** Any decision of a Joint Labor Relations Committee or of an Area Arbitrator claimed by either party to conflict with this Agreement shall immediately be referred at the request of such party to the Coast Arbitrator for review. The Coast Arbitrator shall have the power and duty to set aside any such decision found to conflict with this Agreement and to finally and conclusively determine the dispute. It shall be the duty of the moving party in any case brought before the Coast Arbitrator to make a prima facie showing that the decision in question conflicts with this Agreement, and the Coast Arbitrator shall pass upon any objection to the sufficiency of such showing before ruling on the merits.

**17.251** The Coast Arbitrator appointed by the Parties to the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement shall serve as the Coast Arbitrator for the purposes of this Agreement.

**17.26** Miscellaneous provisions.

**17.261** Should either party fail to participate in any of the steps of the grievance machinery, the matter shall automatically move to the next higher level.

**17.3** Nothing in this Section 17 shall prevent the parties from mutually agreeing upon other means of deciding matters upon which there has been disagreement.

**17.4** Arbitrators and Awards.

**17.41** Powers of arbitrators shall be limited strictly to the application and interpretation of the Agreement as written. The arbitrators shall have jurisdiction to decide any and all disputes

arising under the Agreement, including cases dealing with the resumption or continuation of work.

**17.42** Arbitrators' decisions must be based upon the showing of facts and their application under the specific provisions of the written Agreement and be expressly confined to, and extend only to, the particular issue in dispute. The arbitrators shall have power to pass upon any and all objections to their jurisdiction. If an arbitrator holds that a particular dispute does not arise under the Agreement, then such dispute shall be subject to arbitration only by mutual consent.

**17.43** In the event the parties agree that an arbitrator has exceeded his or her authority and jurisdiction, he or she shall be disqualified for any further service.

**17.44** All decisions of arbitrators shall be observed and/or implemented. No decision of an Area Arbitrator, interim or formal, can be appealed unless it is observed and/or implemented.

**17.5** All expenses and salaries of the arbitrators shall be borne equally by the parties, except where specifically provided herein to the contrary.

**17.6** Informal hearings and interim rulings.

**17.61** When a grievance or dispute arises on the job and is not resolved through the steps of Sections 17.21, 17.22 and 17.23 and it is claimed that the work is not being continued as required by Section 11, a request by either party shall refer the matter to the Area Arbitrator for his or her consideration in an informal hearing; such referral may be prior to formal

disagreement in any Joint Labor Relations Committee. Such hearing may be ex parte if either party fails or refuses to participate, provided that the arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

**17.62** The arbitrator shall act with his or her powers limited strictly to the application and interpretation of the Agreement as written. The parties shall have the right to present such views as they wish to the arbitrator, but it shall not be necessary to have a shorthand or stenotype reporter present to report the proceedings nor shall employment of counsel be necessary. The arbitrator, on this basis, shall promptly issue an oral interim ruling with respect to the grievance or dispute and thereafter confirm it in writing. An interim ruling shall be binding on the parties regarding the particular issue on the particular ship on the particular occasion, but shall not be a precedent for other cases. Any interim ruling shall be binding unless reversed by a contrary decision after a formal hearing.

**17.63** If either party is dissatisfied with the interim ruling, the question shall be immediately referred at the request of such party to the arbitrator for hearing and decision in accordance with the normal procedure. The arbitrator shall then proceed as if there had been a failure to agree on the question by the Joint Labor Relations Committee, provided that the arbitrator may temporarily delay a hearing to permit prompt bona fide efforts to settle the question in the Joint Labor Relations Committee.

**17.64** The use of the informal procedure leading to an interim ruling can be waived by consent of both parties with respect to any particular dispute or grievance. If at the beginning of the informal procedure either party establishes a good-faith claim that an issue, other than a dispute with respect to Section 11, is of general significance or that the formal procedure will be necessary to settle such issue, the arbitrator shall rule that the informal procedure be bypassed regarding such issue. In the absence of such waiver or decision to bypass, the arbitrator shall hold an informal hearing and issue an interim ruling regarding the dispute in accordance with the procedure set forth above.

**17.7** Discipline by return to the dispatching hall.

**17.71** The employer shall have the right to return to the dispatching hall any worker (or to send home any nonregistered worker) for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement.

**17.72** Such Walking Boss/Foreman shall not be dispatched to such employer until his or her case shall have been heard and disposed of before the Joint Labor Relations Committee, and no other employer shall refuse employment to such worker on the basis of such return to the dispatching hall.

**17.8** Penalties for work stoppages, assault, pilferage, drunkenness, drug abuse and peddling, safety violations and other offenses.

**17.81** All Walking Bosses/Foremen shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of the employer. Any employee who is guilty of deliberate bad conduct in connection with his or her work as a Walking Boss/Foreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses for which he or she has been found guilty under the Contract procedures, transferred back to longshore registration or cancelled from registration. A determination that an onerous claim made in good faith shall be disallowed is not a finding that a worker is guilty of an offense within the meaning of this Section. Any employer may file with the Union a complaint against any member of the Union, and the Union shall act thereon and notify the Joint Labor Relations Committee of its decision within 15 days from the receipt of the complaint. An employer shall not be required to appear nor need to participate in discipline by the Union of its members beyond the filing of complaints.

**17.811** If within 30 days thereafter the Employers are dissatisfied with the disciplinary action taken under Section 17.81, then the following independent procedure of Section 17.82 may be followed, which procedure shall also be applicable in the case of Walking Bosses/Foremen not members of the Union.

**17.82** The Joint Labor Relations Committee has the power and the duty to impose penalties on Walking Bosses/Foremen

who are found guilty of stoppages of work, assault, refusal to direct cargo work in accordance with the provisions of this Agreement, or who leave the job before relief is provided, or who are found guilty of pilfering or broaching cargo or of drunkenness or who in any other manner violate the provisions of this Agreement or any award or decision of an arbitrator. In determining penalties, neither the parties nor the arbitrators shall consider offenses that predate by 5 years or more the date of a current offense.

**17.821** Assault.

**17.8211** For first offense assault: Minimum penalty, 1 year's suspension from work. Maximum penalty, discretionary.

**17.8212** For second offense assault: Mandatory cancellation from registered list upon request of either party.

**17.8213** In either case such conviction shall not be dependent upon the existence of a prior court decision, nor shall the determination of guilt await a court decision.

**17.822** Pilferage.

**17.8221** For first offense pilferage: Minimum penalty, 60 days' suspension from work. Maximum penalty, discretionary.

**17.8222** For second offense pilferage: Mandatory cancellation from registered list upon request of the employer.

**17.823** Drunkenness or smoking in prohibited areas.

**17.8231** First offense: Suspension for 15 days.

**17.8232** Second offense: Suspension for 30 days.

**17.8233** Succeeding offenses: Minimum penalty, 60 days' suspension. Maximum penalty, discretionary.

**17.824** Abuse of or use of controlled substances and/or drugs on the job or in or around any employment premises or the dispatch hall:

**17.8241** First offense: Suspension for 15 days.

**17.8242** Second offense: Suspension for 30 days.

**17.8243** Succeeding offenses: Minimum penalty, 60 days' suspension. Maximum penalty, discretionary.

**17.825** Sale and/or peddling of controlled substances and/or drugs on the job or in or around any employment premises or the dispatch hall:

**17.8251** For first offense: Minimum penalty, 1 year's suspension from work. Maximum penalty, discretionary.

**17.8252** For second offense: Mandatory cancellation from registered list upon request of either party.

**17.8253** In either case such conviction shall not be dependent upon the existence of a prior court decision, nor shall the determination of guilt await a court decision.

**17.826** An employee found to be in violation of reasonable verbal instructions, posted employer safety rules, and/or the PCMSC shall attend a 1- day safety class approved by the parties without pay. Failure to attend and complete the class as scheduled without a valid excuse, shall result in suspension from work until the class is completed. In addition, the em-

employee shall be subject to the following minimum discipline, which shall be applied uniformly without favoritism or discrimination.

**17.8261** First Offense: Letter of warning.

**17.8262** Second Offense: Suspension from work for 15 days.

**17.8263** Third Offense: Suspension from work for 60 days. Maximum penalty, discretionary.

**17.8264** Fourth Offense: Subject to deregistration.

**17.827** An employee who, knowingly and flagrantly disregards reasonable verbal instructions, posted employer safety rules, and/or the PCMSC, and who intentionally causes significant damage to equipment or cargo, or who intentionally injures him- or herself or others, shall be subject to the following minimum discipline, which shall be applied uniformly without favoritism or discrimination.

**17.8271** First Offense: Suspension from work for 90 days. Maximum penalty, discretionary.

**17.8272** Second Offense: Subject to deregistration.

**17.828** Grievances arising under Sections 17.826 and 17.827 above shall be subject to the grievance procedure of Section 17 of the PCWB&FA with the following exceptions:

**17.8281** Grievances arising under Sections 17.826 and 17.827 above shall be heard by the local parties within 30 days of the employee being cited. In the event the parties fail to resolve the grievance within the 30-day time period, the griev-

ance shall be referred to the Area Arbitrator, at the request of either party, for an immediate hearing and decision.

**17.8282** In determining whether a violation under Sections 17.826 and 17.827 above is a first, second, third or fourth offense, Section 17.82 shall govern.

**17.829** An employee released from the job for being under the influence of alcohol or drugs may request that his or her union representative report to the job. If the union representative, having observed the employee, believes the employee was unjustly released, he or she will discuss the case immediately with the employer. If the employer and union representative are unable to reach agreement, or if the union representative does not immediately respond to the request to come to the job, the case shall be immediately referred at the request of either party to the Joint Port Labor Relations Committee which shall have the power and duty to investigate and adjudicate it. If the Joint Port Labor Relations Committee members present are unable to reach agreement, and/or if no Union member of the Joint Port Labor Relations Committee responds to the request to come to the job within 1 hour, the Area Arbitrator shall be immediately called to the job to decide if the employee was properly released. If the released employee fails to contact his or her union representative, or if the employee leaves the job, the employee shall be guilty as charged. Where an employee is guilty of working under the influence of alcohol or drugs the employee shall be subject to the penalties found in Section 17 and shall be referred to the ILWU-PMA employee assistance program.

**17.83** Suspensions under the foregoing provisions shall follow convictions by either the Union grievance machinery or by the Joint Labor Relations Committee, either of whom shall accept a prior court decision. The court decision will be considered by the parties and they shall discount the penalties set forth above accordingly. Where a fine has been assessed, then the days off on suspension shall be discounted at the rate of the monetary equivalent of 8 hours straight time pay per day. Any worker suspended under these provisions shall not be dispatched for work in any port covered by this Agreement until the suspension penalty has been served.

**17.84** Any Walking Bosses/Foremen having records of habitual drunkenness or whose conduct on the job or in the dispatching hall causes disruption of normal harmony in the relationship of the parties hereto, or who physically assault anyone in the dispatching hall or on the job, or who have records of working in a manner that is hazardous to themselves or that endangers other workers shall not be dispatched to supervise the operation of any hoisting or mechanical equipment or devices, or shall be subject to such other remedy as the Joint Labor Relations Committee shall consider mutually appropriate.

**17.85** In the event of disagreement at the Joint Labor Relations Committee level as to the imposition of penalties under this Section 17.8, the issue shall be processed immediately through the grievance procedure and to the Area Arbitrator if necessary.

## **SECTION 18**

### **GOOD FAITH GUARANTEE**

**18.1** As an explicit condition hereof, the parties are committed to observe this Agreement in good faith. The Union commits the locals and every Walking Boss/Foreman it represents to observe this commitment without resort to gimmicks or subterfuge. The Employers give the same guarantee of good-faith observance on their part.

## **SECTION 19**

### **WELFARE**

**19.1** Welfare benefits shall be the same as those negotiated by the Parties to the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement. Such benefits and provisions therefore are separately covered by the ILWU-PMA Welfare Agreement, as amended, and the ILWU-PMA Welfare Fund Declaration of Trust, as amended.

## **SECTION 20**

### **PENSIONS**

**20.1** Pension benefits shall be the same as those negotiated by the parties to the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement. Such benefits and provisions therefore are separately covered by the ILWU-PMA Pension Agreement, as amended, and the ILWU-PMA Pension Fund Declaration of Trust, as amended.

**SECTION 21****LASH BARGE JURISDICTION**

**21.1** Section 1.1 of the PCLCD, Section 1.2 of the PCCCD and Section 1 of the Pacific Coast Walking Bosses/Foremen's Agreement shall apply to loading cargo to and discharging cargo from LASH barges at all docks accommodating vessels and/or barges within the existing geographical jurisdiction of any longshore, clerk or Walking Bosses/Foremen local, and the labor involved therein is hereby assigned to longshore workers, clerks and Walking Bosses/Foremen.

**21.2** At docks where there are jurisdictional claims made by other Unions which may prevent LASH barge work from commencing or continuing with the use of longshore workers, clerks and Walking Bosses/Foremen, then non-longshore workers, non-clerks and non-Walking Bosses/Foremen may do such work provided the following procedures are followed:

**21.21** The LASH barge owner and/or agent shall be required to expend a good faith effort to secure assigned work for longshore workers, clerks and Walking Bosses/Foremen and shall notify the local unions 10 days before the start of the operation.

**21.22** At those industrial docks or private docks where established practices for PMA vessels are in effect, such practices shall apply to LASH barges (use of front workers, operation of hoisting equipment for cargo-handling from/to LASH barges, and that dock work, clerks' work and Walking Bosses/Foremen

work which longshore workers, clerks and Walking Bosses/Foremen do at each such dock).

**21.23** At docks other than those described in Section 21.22 where none of the assigned work is performed by longshore workers, clerks or Walking Bosses/Foremen, an assessment of \$1.50 per revenue ton shall be transmitted promptly upon completion of the loading or discharging operation to the Treasurer, Pacific Maritime Association, San Francisco. Such monies shall be accompanied by a transmittal letter showing the port and area location where the operation took place, the date or dates on which the operation occurred and revenue tons handled.

**21.24** The labor involved in loading and discharging of LASH barges outside the geographical jurisdiction on the United States Pacific Coast of any longshore, clerk or Walking Bosses/Foremen local may be performed by non-longshore workers, non-clerks and non-Walking Bosses/Foremen and such work shall not be claimed by longshore workers, clerks or Walking Bosses/Foremen by virtue of the existence of this Memorandum of Understanding. Similarly, nothing in this Memorandum of Understanding shall prevent longshore workers, clerks and Walking Bosses/Foremen from exercising their legal rights to obtain representation of such workers by organizational or procedural efforts. At such docks as described in Section 21.24 where none of the assigned work is performed by longshore workers, clerks and Walking Bosses/Foremen, an assessment of 65¢ per revenue ton shall be paid and handled

on the same basis as the \$1.50 assessment provided for in Section 21.23.

**21.25** The monies transmitted to PMA under this Agreement as described in Sections 21.23 and 21.24 shall be held by the Pacific Maritime Association and disbursed on a quarterly basis by sending the total amount accumulated in the quarter to the ILWU Coast Pro Rata Committee. Accompanying the check shall be an itemization of the amounts collected in accord with the breakdown in the transmittal letter described in Section 21.23. The ILWU Coast Pro Rata Committee will make appropriate distribution of these monies to the various longshore, clerk and Walking Bosses/Foremen locals, and such monies will be used as an offset by each local receiving such monies against the respective local's share of the joint dispatch hall expenses. When such distribution is made, the ILWU Coast Pro Rata Committee will advise each PMA Area Manager of the breakdown and amounts of the distribution, with a carbon copy of such information to the PMA Treasurer in San Francisco.

## **SECTION 22**

### **MODIFICATION**

**22.1** No provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

**22.2** All joint working and dispatching rules shall remain in effect unless changed by mutual agreement. All other restrictions on the Employer or employees that are in conflict with the provisions of this Agreement are null and void.

**SECTION 23****TERM OF AGREEMENT**

This Agreement shall remain in effect until 5:00 p.m., July 1, 2014, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least 60 days prior to the expiration date.

IN WITNESS WHEREOF, the Parties here to have signed this Agreement.

Dated: July 31, 2008

Pacific Maritime  
Association  
on behalf of its members

International Longshore  
and Warehouse Union

/s/ Steve Hennessey

/s/ Daniel G. Miranda (Local 94)

/s/ Thomas Edwards

/s/ Fred Gilliam (Local 91)

/s/ Leo Williams (Local 91)

/s/ Chuck Hickman (Local 92)

/s/ Frank F. North (Local 94)

/s/ George W. Hilbert (Local 94)

/s/ Rudy D. Alba, Sr. (Local 94)

/s/ Paul Weiser (Local 98)

## 2008-2009 WAGE SCHEDULE

*(Effective 8:00 a.m., June 28, 2008 to 8:00 a.m., July 4, 2009)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Walking Boss/ Foreman	\$43.80	\$58.40	\$65.70	\$70.08	\$78.84

## 2009-2010 WAGE SCHEDULE

*(Effective 8:00 a.m., July 4, 2009 to 8:00 a.m., July 3, 2010)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Walking Boss/ Foreman	\$44.60	\$59.47	\$66.90	\$71.36	\$80.28

## 2010-2011 WAGE SCHEDULE

*(Effective 8:00 a.m., July 3, 2010 to 8:00 a.m., July 2, 2011)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
<b>Walking Boss/</b> Foreman	\$46.20	\$61.60	\$69.30	\$73.92	\$83.16

## 2011-2012 WAGE SCHEDULE

*(Effective 8:00 a.m., July 2, 2011 to 8:00 a.m., June 30, 2012)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Walking Boss/ Foreman	\$47.80	\$63.73	\$71.70	\$76.48	\$86.04

## 2012-2013 WAGE SCHEDULE

*(Effective 8:00 a.m., June 30, 2012 to 8:00 a.m., June 29, 2013)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Walking Boss/ Foreman	\$49.40	\$65.87	\$74.10	\$79.04	\$88.92

## 2013-2014 WAGE SCHEDULE

*(Effective 8:00 a.m., June 29, 2013)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
Walking Boss/ Foreman	\$51.00	\$68.00	\$76.50	\$81.60	\$91.80

# CFS SUPPLEMENT TO THE WALKING BOSSES' AND FOREMEN'S AGREEMENT

This Supplement relates to the employment of Walking Bosses and Foremen (hereinafter referred to as "foremen") in container freight stations operated by member companies of the Pacific Maritime Association under the terms and conditions of the CFS Supplement to the Pacific Coast Longshore and Clerks' Agreement.

## **CFS SECTION 1**

### **STEADY MEN**

**1.1** Each CFS operating under the aforementioned CFS Supplement to the PCL&CA shall employ at least 1 steady foreman. No work customarily assigned to foremen will be assigned to other personnel in the CFS. Foremen will be the direct representatives of the employer in the supervision of CFS utilitymen at a CFS.

**1.11** CFS foremen shall perform all necessary work in the CFS without regard to their category. It is understood that CFS foremen steadily employed as of July 1, 1984 will not be required to physically handle cargo when such work is beyond their capabilities; CFS foremen hired subsequent to July 1, 1984 shall not be entitled to this exception.

**1.12** When an employer desires a foreman on a steady basis, he or she shall select such foreman in accordance with present local rules controlling such selection.

**1.13** If no registered workers are available to the employer on a steady basis, then such individual employer shall be free to employ a foreman of his or her own choosing in accordance with local rules. A foreman so hired shall be entitled to steady employment under the terms and conditions of this Supplement.

**1.2** Except as provided in CFS Section 1.1 above, there shall be no manning scale for any CFS operation. The number of CFS foremen for any operation can be 1 or more as determined by the Employer. Employees have the right to claim onerousness under the grievance machinery. When additional CFS foremen are required over and above the steady complement, they shall be identified as extra foremen.

**1.21** Orders for extra foremen shall be placed by the employer at the joint dispatching hall no later than the day before such workers are required. Extra foremen shall be dispatched as per local dispatching rules.

**1.22** If registered employees are not available through the dispatching hall, the employer shall be free to employ extra foremen of his own choosing in accordance with local rules.

**1.23** Extra foremen may continue on the payroll at a CFS for the balance of the weekly payroll period in which employed.

**1.3** CFS foremen, steady or extra, shall be utilized only in the CFS as designated. They shall not, during the payroll week, be transferred to work outside the CFS under the terms of any other agreement.

**1.31** If an employer operates more than one CFS in an area, he or she may use the steady and extra foremen of one CFS to temporarily supplement the work force of another CFS, in which case the employer shall arrange suitable transportation for such employees.

## **CFS SECTION 2**

### **STRAIGHT AND OVERTIME HOURS**

**2.1** The standard work shifts of CFS Foremen shall be 8-1/2 hours on the first and second shifts and 7-1/2 hours on the third shift. Eight hours on the first and second shifts and 5 hours on the third shift shall be at the straight time hourly shift rate. All additional hours Monday through Friday and all work on Saturday, Sunday, and Agreement Holidays shall be at the overtime rate.

**2.11** When working extended time, CFS foremen shall be paid at the overtime rate. In no case shall a CFS foreman be allowed to work more than 2 hours under this provision.

**2.2** Meal time shall be 1 hour.

**2.21** The established noon meal period shall be 2 hours between 11:00 a.m. and 1:00 p.m., and the meal hour shall be 1 hour within such period beginning at 11:00 a.m. or 12:00 noon. Working straight through the meal period shall be permitted by sending some employees to their meal the first hour (11:00 a.m.) and others to their meal the second hour (12:00 noon) of the 2-hour spread.

**2.22** The midshift meal hour on the second shift shall be either the second or third hour after the starting time. The 2 meal hours constitute the established meal period.

**2.3** Extended time may be worked to finish cars, trucks and containers either inbound or outbound when such work is required to meet efficient operational needs. There shall be no gimmicking of this provision.

**2.4** CFS foremen shall be available to the employer for 3 shifts. The employer shall determine the number of shifts to be worked and a foreman shall be employed on each shift.

**2.41** The first shift is 8 hours between 8:00 a.m. and 5:00 p.m.

**2.42** The second shift is the first 8 hours starting between 5:00 p.m. and 7:00 p.m. and one that is set up and operates for a period of no less than 1 full week. A second shift may be put into operation at any time and may overlap the third shift.

**2.43** The third shift is the first 7 hours starting at 1:00 a.m. and ending at 8:00 a.m. and that is set up and operates for a period of no less than 1 full week. A third shift may be put into operation at any time. The 7-hour third shift shall be considered as a single work period for relief purposes (CFS Section 2.3). The third shift has no designated meal period. Employees shall be allowed time to eat in accordance with CFS Section 2.231 if an extended shift is worked on the third shift.

**2.44** The employer may operate on the second or third shift.

**CFS SECTION 3****GUARANTEES****3.1** Steady men.

**3.11** Any steady employee who is called and reports for work at his designated starting time on Monday shall be guaranteed 40 hours' pay at the regular rate and 2-1/2 hours at the overtime rate, subject to the provisions in CFS Sections 3.12 and 3.13.

**3.111** The 42-1/2 hour guarantee shall be applicable within any 5 consecutive day spread during the week, providing that the appropriate rate of overtime is payable on any spread that includes Saturday and/or Sunday. Overtime shall be equitably offered to the steady work force. Staggered shifts may be utilized at the option of the employer, i.e., Monday-Friday, Tuesday-Saturday, etc.

**3.12** A steady foreman absent due to illness or injury or with permission of the employer shall be paid for hours worked on a daily basis during that payroll period 8 hours at the regular rate and one-half hour at the overtime rate. A steady foreman absent without bona fide reason shall be paid for hours worked on a daily basis during that payroll period 8 hours at the regular rate and one-half hour at the overtime rate, and shall be subject to disciplinary action.

**3.13** During any week in which a holiday falls on Monday through Friday, the weekly guarantee of 40 hours' straight time and 2-1/2 hours' overtime shall be reduced to 32 hours straight time and 2 hours overtime.

### **3.2 Extra labor.**

**3.21** Any registered foreman dispatched and reporting for CFS extra labor duty and turned to is guaranteed a minimum of 8 hours' pay at the regular rate and one-half hour at the overtime rate. If no work is available, they shall receive 4 hours' pay at the regular hourly rate.

**3.22** All nonregistered employees employed for extra labor shall receive a minimum of 4 hours' pay and/or time worked. If such an employee is called back for the following day, the guarantee shall be 8 hours straight time and one-half hour overtime for the initial day and for every day turned to from that day on until released.

**3.3** Acts of God: The provisions of this Section shall not apply in the event work is not available or possible due to fire, flood, earthquake, power failure or other acts of God, or as a result of ILWU unilateral action or because of work stoppages by other unions.

**3.31** There shall be no guarantee for any CFS foreman who is released for cause or who quits or who refuses to shift as provided under CFS Sections 1.3 and 1.31 or who is turned to and works less than his guaranteed time by reason of illness or injury. Such CFS foreman shall be paid only for his actual working time.

## **CFS SECTION 4**

### **WAGES**

#### **4.1 Wage Rates.**

**4.11** The basic straight time hourly rate of pay for CFS Walking Bosses/Foremen shall be as follows:

**CFS FOREMEN**

Effective 8:00 a.m., June 28, 2008	\$43.80
Effective 8:00 a.m., July 4, 2009	\$44.60
Effective 8:00 a.m., July 3, 2010	\$46.20
Effective 8:00 a.m., July 2, 2011	\$47.80
Effective 8:00 a.m., June 30, 2012	\$49.40
Effective 8:00 a.m., June 29, 2013	\$51.00

**4.12** All hourly rates of pay shall be as set forth in the Wage Schedule and shall be effective as set forth therein.

**4.13** Shift Rates and Overtime Rates.

**4.131** Shift Rates: The first shift hourly rate shall be the basic straight time hourly rate. The second shift hourly rate shall be 1.333333 times the basic straight time hourly rate. The third shift hourly rate shall be 1.6 times the basic straight time hourly rate for the first 5 hours of the 7-hour shift and 1.8 times the basic straight time hourly rate for the last 2 hours of the 7-hour shift.

**4.132** Overtime Rates: The overtime hourly rate shall be 1.5 times the basic straight time hourly rate on the first shift, 1.5 times the basic straight time hourly rate on the second shift and 1.8 times the basic straight time hourly rate on the third shift.

**4.14** Payment of Rates.**4.141** First Shift.

**4.1411** The basic straight time hourly rate shall be paid for the first 8 hours worked between the hours of 8:00 a.m. and 5:00 p.m. on the first shift Monday through Friday.

**4.1412** The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8 hours, for work outside the hours of 8:00 a.m. to 5:00 p.m. on the first shift Monday through Friday, and shall be paid for all hours worked on the first shift on Saturday, Sunday, and Agreement Holidays.

**4.142** Second Shift.

**4.1421** The second shift rate (1.333333 times the basic straight time hourly rate) shall be paid for the first 8 hours worked on the second shift, Monday through Friday.

**4.1422** The overtime rate (1.5 times the basic straight time hourly rate) shall be paid for work in excess of 8 hours, for work outside the regular 8-hour second shift Monday through Friday, and shall be paid for all hours worked on the second shift on Saturday, Sunday, and Agreement Holidays.

**4.143** Third Shift.

**4.1431** The first 5 hours worked during the 7-hour standard third shift Monday through Friday shall be paid at 1.6 times the basic straight time hourly rate and the last 2 hours worked shall be paid at 1.8 times the basic straight time hourly rate.

**4.1432** The overtime rate (1.8 times the basic straight time hourly rate) shall be paid for all hours worked in excess of the 7-hour standard work shift Monday through Friday and shall be paid for all hours worked on the third shift on Saturday, Sunday, and Agreement Holidays.

## ***CFS SECTION 5***

### **VACATIONS**

**5.1** Steady CFS foremen shall be paid vacations in accordance with the terms and conditions of the Pacific Coast Walking Bosses' and Foremen's Agreement, including Section 7.14.

**5.2** In conformity with the Pacific Coast Walking Bosses' and Foremen's Agreement, hours worked by registered steady men in the CFS shall be interchangeable with hours worked under the coastwise Foremen's Agreement. Vacation pay shall be in accordance with the terms of that contract or document or supplement under which more than half of the total hours of the year are worked.

## ***CFS SECTION 6***

### **GRIEVANCE PROCEDURE**

**6.1** The grievance procedure established in the Pacific Coast Walking Bosses' and Foremen's Agreement shall apply to this CFS Supplement.

## ***CFS SECTION 7***

### **HEALTH, WELFARE AND PENSIONS**

**7.1** Employers shall contribute to the welfare and pension funds as provided under the Pacific Coast Walking Bosses' and Foremen's Agreement.

**7.2** Any CFS employee eligible for welfare benefits because of his registration and work on the day before his first day of employment under the terms and conditions of this Supplement shall continue to be eligible for benefits.

**7.21** Registered employees working as CFS foremen shall enter, remain in and be removed from the group of registered longshore workers eligible for welfare benefits under the terms generally applicable except that hours of work as a CFS employee shall be considered as hours of work as a foreman or longshore worker under the Coast Agreement in determining eligibility questions.

**7.3** Time worked under this CFS Supplement by any CFS foreman shall count as time worked under the ILWU-PMA Pension Plan.

## ***CFS SECTION 8***

### **TERM OF CFS SUPPLEMENT**

**8.1** The term of this CFS Supplement shall be the same as the Pacific Coast Walking Bosses and Foremen's Agreement.

## ***CFS SECTION 9***

### **GENERAL**

The provisions of Sections 5, 11, 12, 13, 15, 16 and 18 of the Pacific Coast Walking Bosses and Foremen's Agreement 1996-1999 are applicable parts of this Contract Supplement. Other provisions can be reviewed, and their application or effect specified by mutual agreement.

## 2008-2009 WAGE SCHEDULE

*(Effective 8:00 a.m., June 28, 2008 to 8:00 a.m., July 4, 2009)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
CFS Foreman	\$43.80	\$58.40	\$65.70	\$70.08	\$78.84

## 2009-2010 WAGE SCHEDULE

*(Effective 8:00 a.m., July 4, 2009 to 8:00 a.m., July 3, 2010)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
CFS Foreman	\$44.60	\$59.47	\$66.90	\$71.36	\$80.28

## 2010-2011 WAGE SCHEDULE

*(Effective 8:00 a.m., July 3, 2010 to 8:00 a.m., July 2, 2011)*

	1st Shift	2nd Shift	1st & 2nd Shift Overtime	3rd Shift	3rd Shift Overtime
CFS Foreman	\$46.20	\$61.60	\$69.30	\$73.92	\$83.16

## 2011-2012 WAGE SCHEDULE

*(Effective 8:00 a.m., July 2, 2011 to 8:00 a.m., June 30, 2012)*

	1st	2nd	1st & 2nd	3rd	3rd
	Shift	Shift	Shift	Shift	Shift
	Shift	Shift	Overtime	Shift	Overtime
CFS Foreman	\$47.80	\$63.73	\$71.70	\$76.48	\$86.04

## 2012-2013 WAGE SCHEDULE

*(Effective 8:00 a.m., June 30, 2012 to 8:00 a.m., June 29, 2013)*

	1st	2nd	1st & 2nd	3rd	3rd
	Shift	Shift	Shift	Shift	Shift
	Shift	Shift	Overtime	Shift	Overtime
CFS Foreman	\$49.40	\$65.87	\$74.10	\$79.04	\$88.92

## 2013-2014 WAGE SCHEDULE

*(Effective 8:00 a.m., June 29, 2013)*

	1st	2nd	1st & 2nd	3rd	3rd
	Shift	Shift	Shift	Shift	Shift
	Shift	Shift	Overtime	Shift	Overtime
CFS Foreman	\$51.00	\$68.00	\$76.50	\$81.60	\$91.80

## **ADDENDA**

### **CFS PROGRAM FUND**

The Parties hereto are committed to the principles of the CFS Program Fund as set forth in the ILWU-PMA Pacific Coast Longshore and Clerks' Agreement. Accordingly, it is agreed that the parties shall initiate the necessary steps to provide participation of the Walking Bosses/Foremen in such CFS Program Fund. The Parties shall seek the necessary governmental approval for inclusion of the Walking Bosses/Foremen in the CFS Program Fund and such inclusion shall become effective on the first of the month following such governmental approval. (Memorandum of Understanding dated September 25, 1987)

### **DISPATCH HALL COSTS**

Amended November 1, 1996 Memorandum of Understanding as follows:

Effective January 1, 1997, the PMA agrees to be obligated to pay 65% of all 1996 base year Dispatch Hall expenses and the Union agrees that each local will be obligated to pay 35% of all 1996 base year Dispatch Hall expenses. For the purpose of these obligations, the 1996 base year expenses of the Dispatch Halls shall be the January 1, 1996 to December 31, 1996 equally shared expenses which appear on the audited financial statements. Whenever, due to reduction in dispatch hall costs or increase in the holiday cost, the average cost of a holiday

exceeds 15% of the 1996 base year expenses, the Union's 35% share shall be reduced by a proportionate amount allocated to the local dispatch halls administratively by the Joint Walking Bosses/Foremen LRC. All additional jointly agreed to expenses above the base year expenses shall be shared equally between PMA and the Local Union. The formula for sharing extraordinary capital improvements shall be subject to mutual agreement of the parties.

Amended by July 16, 1999, Memorandum of Understanding to provide the following:

PMA shall be obligated to pay 85% and the Union shall be obligated to pay 15% of the 1998 base year dispatch hall expenses. All additional jointly agreed to expenses above the base year expenses shall be shared equally between PMA and the local Unions. This cost change shall be effective August 1, 1999.

Recognizing there may be an increase in dispatch hall costs to accommodate a seven-day dispatch, in ports that don't presently have seven-day dispatch, it is agreed that the cost of these increases will be split 85/15 by the parties.

(Notwithstanding the fact that PMA's contribution towards Dispatch Hall costs is by virtue of this Agreement greater than the contribution of the ILWU Locals 91, 92, 94 and 98, nothing herein contained or otherwise shall in any way change or modify the basic principle and understanding of the parties as expressed in this Agreement that the Dispatch Halls shall con-

tinue in the future, as they have in the past, to be maintained and operated jointly and equally by the ILWU and the PMA.)

### **FAVORED NATIONS**

The Union reemphasizes its longstanding commitment that the ILWU will make no agreements with nonmembers of PMA which will disadvantage companies working under the agreements between the PMA and the ILWU Longshore Division.

## ILWU-PMA EQUAL EMPLOYMENT OPPORTUNITY POLICY & PROCEDURES

### **1. Policy Against Discrimination, Harassment & Retaliation**

All workers in the longshore industry shall be treated with dignity, respect and courtesy. It has been for decades and continues to be the policy of the Pacific Maritime Association (PMA), its member companies and the International Longshore and Warehouse Union and its Locals (ILWU) that discrimination, harassment, and retaliation of any kind for filing or supporting a complaint of discrimination or harassment, committed by anyone, will not be tolerated in connection with any action subject to the terms of the Pacific Coast Walking Bosses and Foremen's Ageement (the PCWB&FA or Agreement) (including at work sites, joint dispatch halls, training sites, and other locations, when reasonably related to employment covered by this Agreement).

The policy against discrimination and harassment stated in Section 13 of the Pacific Coast Walking Bosses and Foremen's Ageement shall be administered as described in this document.

### **2. Responsibility for Following Section 13.2**

All longshore workers, clerks, walking bosses/foremen, superintendents or managers, outside truck drivers, vendors, contractors and others are required to follow this Policy and shall not engage in any Prohibited Conduct in connection with any action subject to the terms of the PCWB&FA (including at work sites, joint dispatch halls, training sites, and other loca-

tions, when reasonably related to employment covered by this Agreement). It is important not to assume that the Employers, PMA or the ILWU know of particular incidents of discrimination or harassment. Discrimination and harassment can be eliminated from the workplace only if everyone working under the PCWB&FA who experiences or sees such problems files a grievance using the Special Section 13.2 Grievance Procedures for discrimination and harassment. It is also important if you believe you are a victim of discrimination, harassment or retaliation that you immediately inform the offending party that you find his or her conduct offensive and ask that it be stopped.

### **3. Examples of Prohibited Conduct Under 13.2**

Discrimination and harassment can take many forms. Certain actions or even words can constitute discrimination and harassment. As a general matter, it is a violation of this Policy for anyone to treat another in a way that is threatening, intimidating, embarrassing or offensive, or that denies a person equal treatment and opportunities because of his or her sex, race or other unique characteristics. So-called “good intentions” or “joking around” (as determined by the Arbitrator) does not excuse Prohibited Conduct.

To assist you in recognizing and avoiding behavior which may be considered harassing, discriminatory, or retaliatory, the following examples of Prohibited Conduct are listed:

**Physical Harassment:** Unwelcome touching or grabbing or sexual assault, blocking someone’s movement, standing unnecessarily close.

Verbal Harassment : Racial or sexual jokes, name-calling, using slurs, derogatory terms, belittling remarks, or abusive language related to a person's gender, race or other defining characteristics.

Visual Harassment: Displaying objects, messages, pictures, pornography, graffiti, or drawings of a sexual or racial nature; engaging in offensive and unwelcome personal conduct such as offensive gestures, staring (especially at particular body parts), mooning, leering; showing a lack of respect for privacy in toilet facilities and locker rooms.

Unwelcome Romantic or Sexual Attention: Unwelcome flirting, pressuring another for a date and unwelcome sexual advances; also demanding sexual favors or romantic attention as a condition of any type of employment benefit.

Discriminatory Dispatch, Job Assignments and Discipline: Assigning work based on sex or race, segregating workers by sex or ethnic group on work assignments, disciplining or evaluating women more harshly than men (or vice versa), setting someone up to fail, hard-timing (such as failing to help co-workers of one sex or ethnic group to the same degree as you help co-workers of another sex or ethnic group), filing false reports because of the person's sex or race.

#### **4. Special Section 13.2 Grievance Procedures for Complaints of Discrimination, Harassment & Retaliation**

All walking bosses and foremen have the right and responsibility to promptly report any Prohibited Conduct of

which they are aware to their Local and company management. To correct any incidents of discrimination, harassment (including hostile work environment) or retaliation which violate this Policy, the individual or entity experiencing the problem must promptly file, within ten (10) calendar days of the incident, a grievance under the ILWU-PMA Special Section 13.2 Grievance Procedures For The Resolution of Complaints Re Discrimination and Harassment Under the Pacific Coast Walking Bosses and Foremen's Agreement (referred to as the "Special Grievance Procedures"), a copy of which is attached. Grievances may be filed only by walking bosses and foremen, union locals, PMA and its member companies.

In your grievance, please provide as much detail as you can, including identifying the names of witnesses and of those you believe to be responsible, describing what happened as well as when and where the Prohibited Conduct occurred. Grievances will be addressed and resolved as quickly, fairly and confidentially as reasonably possible.

### **5. Grievance Procedures for Challenges to Contractual Provisions or Rules, Including Claims for Registration or Selection for Casual Status, or Other Section 13.3 Claims; and Procedures for Requests for Reasonable Accommodation of Disabilities**

Grievances and complaints alleging that a contractual provision or rule is discriminatory as written or as applied, as well as discrimination claims seeking elevation or registration,

and discrimination claims based on disability, protected family care or medical leave status, veteran status, political affiliation, marital status, membership or non-membership in the Union, or activity for or against the Union or absence thereof, are not to be filed under the Special Section 13.2 Grievance Procedures, but instead are to be filed and processed with the Joint Labor Relations Committee (JLRC) under the grievance procedures in Section 17 of the PCWB&FA.

Likewise, requests for “reasonable accommodation” for disabilities recognized under state or federal law will not be processed under the Special Section 13.2 Grievance Procedures but instead must be brought to the local JLRC pursuant to separate procedures established for such requests, a copy of which is attached.

## **6. Special Section 13.2 Remedies & Penalties**

Longshore workers, clerks, walking bosses/foremen, superintendents or managers, outside truck drivers, vendors, contractors, or others who violate Section 13.2 of the Agreement, as described in this Policy, by engaging in Prohibited Conduct in connection with any action subject to the terms of the PCWB&FA (including at work sites, joint dispatch halls, training sites, and other locations, when reasonably related to employment covered by this Agreement) will be subject to discipline or penalties up to and including termination, deregistration or permanent loss of dispatch privileges or loss of access to employer sites. Likewise, PMA Employers, PMA offices and ILWU Locals are sub-

ject to all appropriate remedies for directly violating this Policy, including mandatory training, distribution of notices to employees, and changes in policies and practices found to violate this Policy. Violations of this Policy are subject to the attached Guidelines for Remedies & Penalties in Cases of Discrimination, Harassment & Retaliation Under the Special Section 13.2 Grievance Procedures.

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

### **I. Section 13.2 Complaints Covered by Special Procedures**

All walking bosses and foremen, as well as PMA, all ILWU locals and employers covered by the PCWB&FA, have the right to file a complaint concerning incidents of discrimination or harassment (including hostile work environment) in connection with any action subject to the terms of the PCWB&FA (including at work sites, joint dispatch halls, training sites, and other locations, when reasonably related to employment covered by the PCWB&FA) based on race, creed, color, sex (including gender, pregnancy, sexual orientation), age (forty or over), national origin, or religious or political beliefs, or alleging retaliation of any kind for filing or supporting a complaint of such discrimination or harassment. All grievances of this type are referred to in this document generally as "Discrimination and Harassment" grievances. A detailed statement of policy, rules of conduct and penalty guidelines for proven offenses are set forth in the ILWU-PMA Equal Employment Opportunity Policy, copies of which may be obtained from any PMA or ILWU local office and joint dispatch halls. Special complaint forms for claims of Discrimination and Harassment

shall be available to all persons upon request at all PMA and ILWU local offices and joint dispatch halls. Discrimination and Harassment grievances shall be processed pursuant to the following special grievance/ arbitration procedures:

## **II. Brief Summary of These Special Section 13.2 Procedures**

The basic steps for processing a grievance of Discrimination and Harassment under the Special Procedures are as follows. This summary only provides highlights of the Special Procedures. Please see Section III, below, for more details.

1) Grievances are to be filed within fifteen (15) calendar days of the incident by facsimile or mail with the ARBITRATOR, with a copy sent by facsimile or mail to the JLRC c/o the local PMA office, as stated on the Special Section 13.2 Grievance Form. (The ARBITRATOR may, in his/her discretion, excuse late filings in certain circumstances, described below).

2) A hearing before the ARBITRATOR, recorded by a court reporter, will be held within fourteen (14) calendar days (or, in certain circumstances described below, within thirty (30) calendar days) after the grievance is received by the ARBITRATOR.

3) Any party may, no later than five (5) calendar days before the hearing, ask the ARBITRATOR to direct witnesses to appear.

4) The ARBITRATOR will issue a written decision within fourteen (14) calendar days after the close of the hearing.

5) Any party may, within fifteen (15) calendar days of being mailed the ARBITRATOR's decision, file an appeal by facsimile or mail with the COAST APPEALS OFFICER, with a copy sent by facsimile or mail to the JLRC c/o the local PMA office. Appeals shall be based solely on the written record of the hearing.

6) Any party may, within ten (10) calendar days of the COAST APPEALS OFFICER's receiving the appeal, file a response or opposition.

7) A ruling on the appeal shall be sent out within fourteen (14) days of the COAST APPEALS OFFICER's receiving the appeal.

### **III. Detailed Special Grievance Procedures**

The following are the detailed provisions of the special grievance procedures for claims of Discrimination and Harassment under Section 13.2 of the PCWB&FA:

1) A complaint alleging discrimination or harassment (including hostile work environment) in connection with any action subject to the terms of the PCWB&FA based on race, creed, color, sex (including gender, pregnancy, sexual orientation), age (forty or over), national origin, or religious or political beliefs, or alleging retaliation of any kind for filing or supporting a complaint of such discrimination or harassment shall be filed by the grievant, or the Union on his/her behalf, or by PMA or its member companies, by sending the Special Section 13.2 Grievance Form by facsimile or mail to the ARBITRATOR, with a copy by facsimile or mail to the lo-

cal JLRC, c/o the local PMA office. The ARBITRATOR and/ or the local PMA office shall immediately send a copy of the complaint, showing date of receipt, to the local PMA office, the involved ILWU Local, any person accused of any wrongdoing, and any involved Employer. Complaints must be filed within fifteen (15) calendar days of the alleged misconduct in order to be timely. The ARBITRATOR may in his or her discretion excuse any late filings only if such an extension is determined by the ARBITRATOR, in the exercise of his or her sound discretion, to be necessary to prevent inequity.

2) The JLRC or the ARBITRATOR may issue temporary directives pending the grievance proceedings to protect the grievant or the integrity of the investigation, including but not limited to temporary job re-assignment, dispatch, transfer, or separation of the accused from the grievant.

3) Immediately upon receipt of a complaint, the ARBITRATOR shall issue a notice of hearing for a date not more than fourteen (14) calendar days after the date the complaint was received. The ARBITRATOR may schedule the hearing up to thirty (30) calendar days after receipt of the grievance when his or her availability or workload so requires. The ARBITRATOR shall ensure that written notice of the hearing is provided to the grievant, the accused, the involved Employer, PMA, and the appropriate ILWU Local(s).

4) The grievant and any walking boss/foreman accused of Discrimination or Harassment may each have one registered worker to assist and represent him/her in these proceedings.

The grievant and such accused worker may also instead request in writing that their ILWU Local appoint a union representative, who is acceptable to them, to assist them, which appointment shall be made within two (2) calendar days of such request. In cases where the grievant and accused worker are represented by the same ILWU Local, the Local shall assign separate union representatives, who are acceptable to them, to assist them. Union representation will be provided in all cases where requested regardless of whether the Union agrees or disagrees with the merits of the complaint and such representation shall not be considered as any indication of the Local's position concerning the complaint.

5) The arbitration hearing shall be transcribed by a court reporter. All witnesses shall be duly sworn to testify truthfully. No attorneys shall be allowed to participate in any of the proceedings or be present in the hearing room. Only parties, (including two persons on behalf of, respectively, the involved ILWU Local(s), PMA, the involved Employer, those representatives designated under paragraph four (4)), and witnesses directly involved in the matter, may attend the hearing as the proceedings are to be treated as confidential to protect the privacy rights of those involved. Non-party witnesses shall be excluded from the hearing except when testifying, unless otherwise permitted by the ARBITRATOR. The ARBITRATOR may exclude participants in order to take testimony on the record of an unusually sensitive or embarrassing nature.

6) The ARBITRATOR shall, on his/her own initiative or upon request by the grievant or accused, direct in writing all

material witnesses to appear at the arbitration hearing. Any individual, Employer, ILWU Local or PMA official who fails to appear at the hearing upon at least three (3) calendar days prior notice shall be subject to appropriate penalties as determined by the JLRC or the ARBITRATOR.

7) No post-hearing briefs shall be filed with the ARBITRATOR.

8) As a condition for providing reporting services, the court reporter shall, within five (5) calendar days of each hearing date, deliver the original plus three copies of the hearing transcript, including all exhibits, as follows: The original to the ARBITRATOR, and three copies to the JLRC, c/o the local PMA office (one copy for the ILWU Local Union, one copy for PMA, and one copy for the COAST APPEALS OFFICER'S use in the event of an appeal). The parties may obtain from the JLRC a copy of the transcript upon request. No later than fourteen (14) calendar days after the close of the hearing, the ARBITRATOR shall issue his or her written decision. The ARBITRATOR is empowered to issue all appropriate remedies. The ARBITRATOR shall ensure that a copy of the decision is immediately sent to all parties.

9) The decision of the ARBITRATOR in cases covered by these special procedures shall be final and binding on all parties unless a timely appeal is filed as specified below.

10) Any party may, within fifteen (15) calendar days of the date a copy of the ARBITRATOR'S decision is mailed to such person or organization, file an appeal with the COAST

APPEALS OFFICER. To be timely, the appeal must be mailed or faxed to the COAST APPEALS OFFICER, with a copy by mail or facsimile to the JLRC, c/o the local PMA office, within the ten (10) calendar day period, and it must contain all the argument intended as support for the appeal. The COAST APPEALS OFFICER shall ensure that copies of the appeal, if timely filed, are immediately sent to the ARBITRATOR, Local Union(s), PMA and all other parties involved with a cover letter specifying the right to file a response or opposition within ten (10) calendar days of when the COAST APPEALS OFFICER received the appeal. Upon receiving a copy of an appeal filed with the COAST APPEALS OFFICER, the local PMA office shall immediately forward the written record of the hearing (which is the transcript of the hearing and its exhibits, and the decision received from the ARBITRATOR) to the COAST APPEALS OFFICER.

11) An appeal shall be based solely on the written record of the hearing and no appeal hearing shall be permitted. The COAST APPEALS OFFICER may affirm, vacate or modify the decision of the ARBITRATOR, including but not limited to increasing or reducing the penalty, within his/her sound discretion.

12) A ruling on the appeal shall be sent out within fourteen (14) calendar days of when the COAST APPEALS OFFICER received the appeal. An appeal may be denied before receipt or consideration of any response or opposition at the discretion of the COAST APPEALS OFFICER. No other appeal shall be available.

13) The JLRC shall promptly implement the remedies provided in the final decision. No other appeals or proceedings, including appeals to the Coast Arbitrator, shall be allowed in cases involving Section 13.2 claims in order to ensure their final resolution with all due speed.

14) In the event the ARBITRATOR is not available to hear a case within the thirty (30) calendar day time frame under these Special Procedures, the JLRC may use a Relief Arbitrator to timely conduct the hearing for that particular case.

15) In the event any one ARBITRATOR'S workload becomes prohibitive, the JLRC may use a Relief Arbitrator to timely conduct hearings as needed.

16) The term "days" in this document means calendar days.

17) These provisions are subject to modification by the JLRC.

18) The procedures set forth in this Policy may be flexibly applied in particular cases when the facts and circumstances warrant it. The time lines 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 time lines shall not constitute a violation of the Policy.

## GUIDELINES FOR REMEDIES AND PENALTIES IN CASES OF DISCRIMINATION, HARASSMENT & RETALIATION UNDER THE SPECIAL SECTION 13.2 GRIEVANCE PROCEDURES

Longshore workers, clerks, walking bosses/foremen, superintendents or managers, outside truck drivers, vendors, contractors, or others who violate Section 13.2 of the Agreement, as described in the ILWU-PMA Equal Employment Opportunity Policy & Procedures (referred to as the Policy), by engaging in discrimination or harassment (including hostile work environment) in connection with any action subject to the terms of the PCWB&FA (understood to include work sites, joint dispatch halls, training sites, and other locations, when reasonably related to employment covered by this Agreement) based on race, creed, color, sex (including gender, pregnancy, sexual orientation), age (forty or over), national origin, or religious or political beliefs, or by engaging in retaliation of any kind for filing or supporting a complaint of such discrimination or harassment (referred to generally as “Prohibited Conduct”) will be subject to discipline or penalties up to and including termination, deregistration or permanent loss of dispatch privileges or loss of access to employer sites. Likewise, PMA Employers, PMA offices and ILWU Locals are subject to all appropriate remedies for directly violating this Policy, including mandatory training, distribution of notices to employees, and changes in policies and practices found to violate this Policy.

The minimum discipline for any individual found guilty of violating this Policy shall be seven (7) days off work, and attending Diversity Training without pay. The minimum discipline for any individual found guilty of retaliating against someone for complaining of Prohibited Conduct or retaliating against someone for assisting another who complained, or for quid pro quo harassment (for example, demanding sexual favors for dispatch or job assignments) or for physical harassment shall be one month off work and attending Diversity Training without pay. Remedies may also include reassignment from a location where the victim works; time off without pay for longer periods (for example, thirty (30) days, ninety (90) days, one year); permanently being ineligible from supervisory and/or dispatcher positions; loss of steady positions; or other remedies as deemed appropriate in cases processed under the Special Section 13.2 Grievance Procedures. Anyone found guilty shall, prior to returning to work, be required to review an approved training video (such as “EEO Shapes”), without pay, and sign a statement agreeing to abide by the Policy and not to engage in Prohibited Conduct in the future.

Pursuant to the Special Section 13.2 Grievance Procedures, the Arbitrator is to consider all relevant factors in determining the appropriate remedy, including the nature and severity of the Prohibited Conduct, the degree of physical and/or mental harm, the weight of the evidence and testimony, whether there was a continuing course of conduct or a single incident, whether the accused previously

committed Prohibited Conduct of any kind, and any mitigating circumstances. Where appropriate, given the nature of the violation and the parties' desire to prevent and promptly remedy discrimination and harassment, the Special Section 13.2 Grievance Procedures are to be used to punish misconduct as well as educate and provide an opportunity to correct behavior, consistent with principles of progressive discipline. However, serious penalties shall be imposed for serious violations of this Policy, and the maximum penalties of job termination, deregistration or permanent loss of dispatch privileges may be imposed on guilty employees, supervisors and managers, where found appropriate under the Special Section 13.2 Grievance Procedures. In determining penalties, a prior offense that predates by five years or more the dates of the current offense shall not be considered.

## PCWBFA POLICY ON ADA COMPLIANCE AND REASONABLE ACCOMMODATION

### **I. Statement of Policy**

It is the policy of the Joint Foremen's Labor Relations Committee in each port area covered by this agreement, not to discriminate against disabled workers in hiring and dispatch and where applicable, promotion, and to provide reasonable accommodations for applicants and incumbent workers who have covered disabilities within the meaning of state and federal law.

Further, it is the policy of the ILWU and the PMA that the Joint Foremen's Labor Relations Committee (JFLRC) in each port shall engage in an interactive process with applicants for industry employment and incumbent workers who claim to have covered disabilities to determine whether reasonable accommodations exist which would enable the applicant or incumbent worker to enter or continue working as a foreman or walking boss under the terms of the PCWB&FA in the longshore industry.

Otherwise qualified applicants and incumbent employees found to be able to safely perform the duties of a Foreman or Walking Boss both with or without reasonable accommodations as may be required by law will be so employed. Applicants for promotion to a Foremen's/Walking Boss registration list, and registered foremen and walking bosses who are found to be unable to perform walking boss/foreman work safely with or without reasonable accommodation

shall not be employed and shall not be eligible for dispatch to such work.

The JFLRC will provide notice of this policy prohibiting discrimination and of the procedures for considering and resolving requests for accommodation to potential applicants for walking boss/foreman employment, and members of the incumbent workforce as required by law.

## **II. Accommodation Procedures**

Requests for reasonable accommodation shall be considered and resolved by the local Joint Port FLRCs in accordance with Section 13.3 of the PCWB&FA as modified herein. The Joint Port FLRC shall be responsible for determining the following issues:

1. whether the worker in question is qualified to perform work under the PCWB&FA;
2. whether the worker in question has a bona fide disability that limits his or her ability to perform satisfactorily the essential functions of the job he or she holds or desires; and
3. if so, whether the disability may be reasonably accommodated without imposing an undue hardship on the Union or the Employers or without violating the bona fide seniority provisions of the PCWB&FA except to the extent as may be required by law.

All three issues must be found in the affirmative in order for the Joint Port FLRC to grant reasonable accommodation.

The Joint Port FLRC has the discretion to select the accommodation it considers most appropriate, giving due consideration to the suggestions and preferences of the applicant or employee seeking accommodation.

### **A. Written Request for Accommodation**

Requests for accommodation by applicants for promotion to the Foremen/Walking Boss registration list, or incumbent workers who believe they are entitled to accommodation under the ADA or other applicable state law must be submitted in writing to the Joint Port FLRC. In the written request, the individual seeking accommodation shall provide the Joint Port FLRC with following information.

1. The nature and extent of the claimed disability;
2. The precise job-related limitations he/she believes are imposed by the claimed disability;
3. Information and/or suggestions as to any accommodation(s) that would enable the individual to overcome the job-related limitations and perform the work safely and satisfactorily.

The individual should include any medical documentation and other information which he or she believes is relevant and would assist the Joint Port FLRC in reaching a decision.

If the employee or applicant seeking accommodation requires assistance in preparing a written request for accommodation, Joint Port FLRC personnel will assist in putting

the request in writing. Further, in circumstances where it is apparent that an applicant or employee is disabled and may require reasonable accommodation, Joint Port FLRC personnel shall advise the applicant or employee of the procedure for requesting an accommodation.

## **B. Interactive Process re: Accommodation Request**

### **1. Initial Meeting**

Within 15 days after receiving a written request for accommodation, the Joint Port FLRC shall provide the individual with written acknowledgment that the request has been received along with a written request to appear before the Joint Port FLRC to review the accommodation request and to discuss alternatives. At this time, the Joint Port FLRC may request that the individual bring additional documentation or information to this initial meeting which the Joint Port FLRC believes is or may be relevant and/or would assist in reaching a decision, including, in appropriate cases, a medical release. The initial meeting should be scheduled to take place as soon as is practicable, depending on the circumstances giving rise to the accommodation request, but no later than 15 days following receipt of the written accommodation request.

### **2. Opinion of Medical Specialist**

Following the initial meeting, the Joint Port FLRC may, in its discretion, obtain an opinion from a designated medical

specialist regarding: 1) whether the applicant or employee suffers from a disabling condition which limits one or more major life activity, 2) the applicant or employee's functional abilities and limitations with respect to the essential functions of the job he or she holds or seeks; and 3) possible accommodations.

One medical specialist shall be designated in each port to assist the Joint Port FLRC in reviewing requests for reasonable accommodation. Each designated specialist shall be made aware and become knowledgeable of the nature and requirements of longshore, clerk, and walking boss/foreman's work and the established conditions and waterfront operations in the industry. The designated medical specialist shall also be knowledgeable as to the legal standards and requirements related to the employment of disabled workers with or without reasonable accommodation.

In determining whether a particular applicant or employee has a disabling condition which limits one or more major life activity, the medical specialist will be asked to render an opinion based on any and all of the following s/he deems appropriate: an independent medical examination of the individual by an appropriate health care practitioner, the individual's medical history, medical reports from the individual's personal physician, reexamination of the individual, medical tests, x-rays, etc.

The medical specialist shall provide the Joint Port FLRC with a written report setting forth an opinion as to whether

the applicant or employee has a disability which limits one or more major life activity along with an opinion as to the individual's functional abilities and limitations in relation to the essential functions of the job which the employee or applicant holds or seeks. Where appropriate, the medical specialist shall also issue an opinion and/or recommendation as to any accommodations that s/he believes would enable the disabled applicant or employee to work in the industry.

In the absence of unusual circumstances, the Joint Port FLRC will schedule an appointment for the applicant or employee with the medical specialist to occur within 14 days following the initial meeting. In the absence of unusual circumstances, the medical specialist, in turn, will provide his or her written report to the Joint Port FLRC within 14 days after this appointment takes place.

### **3. Additional Meeting Before Joint Port FLRC**

Within 7 days following receipt of the medical specialist's written report, the Joint Port FLRC may, in its discretion, invite the applicant or employee to attend a further hearing before the Joint Port FLRC and/or request the individual to provide additional documentation or information relevant to the accommodation request. The Joint Port FLRC may also, in its discretion, proceed to gather any additional information it deems appropriate in determining whether a reasonable accommodation exists, including consulting with legal counsel and other technical assistance before rendering a decision.

In the absence of unusual circumstances, the Joint Port FLRC shall conclude the interactive process and prepare a written decision regarding the proper disposition of the request no later than 14 days following receipt of the medical specialists' written report. The Joint Port FLRC shall provide the applicant or employee involved written notification of its decision, including a written explanation of the basis for its decision. The Joint Port FLRC shall make its decision regarding the accommodation request based on the facts developed during the interactive process.

### **C. Referral and Recommendation to the Joint Port FLRC**

In the absence of unusual circumstances, within 14 days following receipt of the Joint Port FLRC's written referral and recommendations, the Joint Port FLRC shall provide the applicant or employee involved written notification of its decision, including a written explanation of the basis for its decision.

If the Joint Port FLRC agrees on the disposition of the accommodation request, such decision shall be final and no appeal may be taken therefrom. If the Joint Port FLRC does not agree on the disposition of the accommodation request, the accommodation request shall be immediately referred to the Coast Arbitrator for decision. In such cases, the decision of the Coast Arbitrator shall be based solely on the written record of the Joint Port FLRC proceedings.

### **III. Training**

Joint Port FLRC members in each covered port will be provided instruction as to the contractual requirements related to employment of disabled employees with or without reasonable accommodations along with training as to the proper handling of requests for reasonable accommodation by disabled employees and applicants.

### **IV. Temporary Accommodation While Requests Are Being Processed**

1. Temporary accommodations may be granted to individuals who have filed a request for accommodation under the PCWB&FA ADA Policy while the accommodation request is under review. Requests for temporary accommodation shall be acted upon at the initial meeting held by the Joint Port FLRC with an applicant for disability accommodation upon receipt, review and approval by the Joint Port FLRC of certification from the applicant's own health care provider -- on the attached form -- that (1) the applicant has work restrictions that result from a mental or physical impairment, (2) but that he or she can nonetheless perform particular work tasks without creating a risk of injury to him/herself or others with specified accommodations.
2. Temporary accommodations granted by the Joint Port FLRC shall be limited to an initial ninety-day (90) period. The 90-day period may be extended by the Joint Port FLRC in time increments not to exceed 30 days in length,

until the ADA Policy accommodation process is concluded provided that delays in completing the interactive process for determining appropriate accommodations under the ADA Policy result do not result from conduct of the applicant intended keep the temporary accommodation in place for longer than necessary. It is the responsibility of the employee who has been granted a temporary accommodation to contact the Joint Port FLRC before the temporary accommodation expires in order to renew it in the event that interactive process is ongoing.

3. Temporary accommodations granted by the Joint Port FLRC shall be consistent with all seniority-based rules for dispatch and promotion within the industry and shall not interfere with the seniority-based expectations of other workers. For example, no applicant seeking temporary or permanent accommodations shall be promoted from one registration status or job classification to another (such as from the longshore or marine clerk or foremen's registration lists) as a disability accommodation, where such promotions are fundamentally seniority based.
4. Temporary Joint Port FLRC accommodations do not need to mirror the accommodation sought under the ADA Policy being requested by the individuals, if the Joint Port FLRC, in communication with the individual, reasonably believes the temporary accommodation will be effective and is reasonable and that, with that accommodation, the

individual can safely and efficiently perform the job's essential function.

5. Temporary Joint Port FLRC accommodations do not mean the Joint Port FLRC agrees to the ADA Policy request of the individual, nor will an individual be entitled to retain that accommodation if the Joint Port FLRC eventually decides to the contrary. The Joint Port FLRC retains the authority to decide the appropriate response to the ADA Policy request and may revoke, amend or replace any temporary accommodation put into place by the Joint Port FLRC and may deny a request, notwithstanding that a temporary accommodation was provided by the Joint Port FLRC.
6. Nothing in the handling of a request under the ADA Policy, including any grant of a temporary/interim accommodation, shall be construed as an admission by the PMA and its members and or the ILWU and its local affiliates, or as evidence that an individual is disabled, is regarded as disabled, or has a record of disability within the meaning of the Americans With Disabilities Act or any federal, state or local law.

## **V. Scope of Procedures**

The procedures described above shall be utilized in all cases where accommodations have been requested by applicants for industry employment and by incumbent workers with respect to hiring, dispatch and promotion within the

industry. The procedures shall be applied flexibility in accordance with the local port practices with respect to the hiring, dispatch and, where applicable, promotion of workers to the foremen's registration list as they may vary from port to port.

This policy sets forth the procedure to be used by the Joint Port FLRCs for considering and resolving accommodation requests presented by disabled applicants and employees under the Americans With Disabilities Act and applicable state law. Nothing in this policy may be construed to require the ILWU and the PMA to provide applicants or employees with particular accommodations or to provide accommodations where, in the opinion of the Committee, none are warranted. Nor may this policy be construed as acceptance by the ILWU or the PMA of additional, greater or different legal or financial responsibilities than those which are imposed on them by law for providing accommodations to disabled applicants or employees.

The procedures set forth in this policy may be flexibly applied by the Joint Port FLRCs in particular cases when, in the judgment of the Joint Port FLRC, the facts and circumstances warrant it. The time lines 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 of the Joint Port FLRC to strictly comply with the time lines shall not constitute a violation of the policy.

## **EMPLOYER CONTRIBUTION TO 401(K) SAVINGS PLAN**

The Employers agree to contribute to a fund each year of this Agreement an amount sufficient to provide to the 401(k) account of each registered Walking Boss/Foreman a contribution of \$5.00 per hour for hours paid by PMA Member Companies for work at Walking Boss/Foreman occupation codes in the previous contract year up to a maximum of 2,240 hours to those who have established a pension qualifying year.

The contribution will be made to each account as soon as practicable following the end of each contract year. This fund will terminate on July 1, 2014.

This is subject to the limitations imposed by Sections 401(a), (k), and (m) of the Internal Revenue Code and any other applicable IRS and ERISA regulations.

## LETTER OF UNDERSTANDING

July 23, 1981

Mr. Chester F. Nelson  
Chairman  
Walking Bosses/Foremen Negotiating Committee

RE: AREA ARBITRATORS

Dear Mr. Nelson:

During the course of the 1981 ILWU/PMA negotiations the Union raised the matter of the Area Arbitrators being required to confine themselves to the ILWU/PMA Pacific Coast Walking Bosses and Foremen's Agreement when deciding issues that arise under that Agreement.

We agree, that with respect to issues involving Walking Bosses/Foremen, the authority of the Arbitrators shall be limited to the application and interpretation of the Pacific Coast Walking Bosses and Foremen's Agreement and supplements thereto.

Very truly yours,

R. R. Holtgrave

cc: Area Arbitrators  
Coast Arbitrator

## LETTER OF UNDERSTANDING

July 23, 1981

Mr. Chester F. Nelson  
Chairman  
Walking Bosses/Foremen Negotiating Committee

### EMPLOYMENT OF WALKING BOSSES/FOREMEN AS SUPERINTENDENTS

Dear Mr. Nelson:

In our 1981 negotiations, you raised the subject of the Employers' position on the hiring of walking bosses or foremen as superintendents. This is to advise you that we are unaware of any Employer position or policy opposed to such hiring practice. We therefore assume that any walking bosses or foremen applications for such jobs will be considered objectively and without any trace of discrimination.

With respect to preserving and continuing those ILWU/PMA pension and welfare credits or benefits a successful applicant might have had while in the bargaining unit and prior to being hired as a superintendent, PMA will not oppose the preservation and continuation of such credits or benefits, and indeed PMA will do what may be required legally to achieve that goal.

Very truly yours,

R. R. Holtgrave

## LETTER OF UNDERSTANDING

July 23, 1981

Mr. Chester F. Nelson  
Chairman  
Walking Bosses/Foremen Negotiating Committee

### SUPERINTENDENTS

Dear Mr. Nelson:

During the course of the ILWU/PMA Walking Bosses/Foremen negotiations, the Union complained that Superintendents employed by member companies have been violating the ILWU/PMA Pacific Coast Walking Bosses and Foremen's Agreement by performing work defined in Section 1.1 of the Contract as being within the jurisdiction of Walking Bosses/Foremen.

We have an obligation under this Agreement to assure that, in the direction and supervision of all work as defined in Section 1 of the Pacific Coast Walking Bosses and Foremen's Agreement, Superintendents will not encroach upon the customary duties assigned to Walking Bosses/Foremen.

Very truly yours,

R. R. Holtgrave

## LETTER OF UNDERSTANDING

August 12, 1981

Mr. Don Miniken, President  
ILWU Local 98  
313 Minor Avenue, No.  
Seattle, Washington 98109

### SAUSE BROS. BARGES LETTER OF UNDERSTANDING

Dear Mr. Miniken:

This will confirm the understanding reached during the course of the 1981 ILWU/PMA negotiations with respect to the employment of Foremen on Sause Bros. barges in Washington.(1)

A Foreman shall be employed in those Washington ports where there is not an established practice as of July 1, 1981 of employing a "longshore" working foreman.

This letter of understanding is subject to obtaining a waiver from the ILWU International which will specify that a "longshore working foreman" need not be employed in such ports.

Very truly yours,

R. R. Holtgrave

*(1) By letter dated October 2, 1987 from Mr. Dale Sause to R. R. Holtgrave it was agreed that this Letter of Understanding is extended to also cover "Oregon."*

## LETTER OF UNDERSTANDING

August 12, 1981

Mr. James North, President  
ILWU Local 94  
707 West "C" Street  
Wilmington, CA 90744

### SAUSE BROS. BARGES LETTER OF UNDERSTANDING

Dear Mr. North:

This will confirm the understanding reached during the course of the 1981 ILWU/PMA negotiations with respect to the employment of a Foreman on Sause Bros. barges in Southern California. When longshoremen are employed in the handling of lumber, which is not pre-stickered, a Foreman shall be employed to supervise the longshoremen.

When longshoremen are employed in the handling of lumber, which is pre-stickered, a Foreman shall be required to supervise when more than three (3) longshoremen are employed; a Foreman shall not be required when three (3) or less longshoremen are employed.

Very truly yours,

R. R. Holtgrave

## LETTER OF UNDERSTANDING

July 11, 1990

Mr. Don Miniken  
Chairman of Walking Bosses/Foremen's Negotiating  
Committee  
c/o ILWU, Local 98  
29100 Pacific Highway, So. #5  
Federal Way, WA 98003

RE: SHIFT STARTING TIMES

Dear Mr. Miniken:

During the course of the 1990 negotiations, the parties discussed the possible result of negotiations under the PCL & CA that could establish exceptions to the shift starting times and create new shifts at 1:00 p.m. and 11:00 p.m. It was agreed that, if such exceptions were adopted by a Joint Port Labor Relations Committee in any port, the provisions of Section 2.2 of the PCWB & FA would apply.

Very truly yours,

T. N. Lane

Understanding Confirmed:

Don Miniken, Chairman of Walking Bosses/  
Foremen's Negotiating Committee

Date: 7-11-90

## LETTER OF UNDERSTANDING

July 11, 1990

Mr. Don Miniken  
Chairman of Walking Bosses/Foremen's Negotiating Committee  
c/o ILWU, Local 98  
29100 Pacific Highway, So. #5  
Federal Way, WA 98003

RE: FOREMEN/WALKING BOSSES REGISTRATION -  
APPLICANT TEST

Dear Mr. Miniken:

During the course of the 1990 Walking Bosses/Foremen's bargaining, it was agreed that during the term of this Agreement the parties would look into the development of a written test for individuals who in the future seek Walking Bosses/Foremen registration.

Such a test would include management skills, knowledge of the industry, rigging, contract administration, etc. This test would be developed with the assistance of outside consultants in addition to designated industry union and management representatives.

Very truly yours,

T. N. Lane

Understanding Confirmed:

Don Miniken, Chairman of Walking Bosses/  
Foremen's Negotiating Committee  
Date: 7-11-90

## LETTER OF UNDERSTANDING

July 11, 1990

Mr. Don Miniken  
Chairman of Walking Bosses/Foremen's Negotiating Committee  
c/o ILWU, Local 98  
29100 Pacific Highway, So. #5  
Federal Way, WA 98003

### RE: ESTABLISHMENT OF A TAX DEFERRED 401(K) SAVINGS PLAN

Dear Mr. Miniken:

During the course of the 1990 Walking Bosses/Foremen's negotiations, the parties agreed that PMA would design and, conditioned upon obtaining the approval of the IRS, institute and administer a 401(k) Savings Plan, as that term is defined in the Internal Revenue Code, for the benefit of eligible members of the bargaining unit covered by the PCWB & FA.

The parties further agreed that such Plan would be designed and administered in accordance with the detailed outline attached hereto which was discussed by the parties during the negotiations.

Very truly yours,

T. N. Lane

Understanding Confirmed:

Don Miniken, Chairman of Walking Bosses/  
Foremen's Negotiating Committee

Date: 7-11-90

## LETTER OF UNDERSTANDING

November 1, 1996

Mr. George Kuvakas  
Chairman of Walking Bosses/Foremen's Negotiating  
Committee  
c/o ILWU Local 94  
707 West C Street  
Wilmington, California 90744

### RE: WALKING BOSSES/FOREMEN MINIMUM MANNING REQUIREMENTS

Dear Mr. Kuvakas:

During the course of the 1996 Walking Bosses/Foremen Negotiations, the Union made demands concerning minimum manning requirements for container operations in the Northern California, Oregon, and Washington Areas.

It was agreed that negotiations shall be conducted by the local parties in each of these areas to establish minimum manning requirement(s) for the various container operations for Walking Bosses/Foremen. Such negotiations shall continue until minimum(s) are agreed to mutually. Any other topics in the Port Supplements are subject to negotiation only by mutual agreement.

It was also agreed, that in addition to Section 10.1 of the Pacific Coast Walking Bosses/Foremen's Agreement, the PMA and the employer in the area will meet at the request of the Union when there is an expansion of a container terminal facility. The purpose of the meeting will be to discuss minimum manning for the operation. The Union's request

to meet shall be made no later than 90 days after the commencement of the expanded operation.

Very truly yours,

Terry N. Lane

Understanding confirmed:

George Kuvakas, Chairman of Walking Bosses/  
Foremen's Negotiating Committee  
Dated: November 1, 1996

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen's Negotiating Committee  
c/o ILWU Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING – GUARANTEES OF WALKING BOSSES/FOREMEN

Dear Mr. Weiser:

During the course of 2002 Coast Negotiations, it was agreed to combine the Letters of Understanding, Pages 80, 81, 82 and 83 of the 1999-2002 Pacific Coast Walking Bosses and Foremen's Agreement as follows:

The maximum guarantee to walking bosses/foremen may not exceed twelve hours per shift at the appropriate first or second shift rate during the term of this Agreement, with the following exceptions:

An additional hour (up to a maximum of 13 hours) shall be paid to a walking boss/foreman who is required to work all of the following during a shift: a flex hour (Sections 2.449 or 2.5, PCL&CA); work through the meal hour; and work one hour extended time at the end of the shift to finish a vessel for sailing or shifting (Sections 2.442, 2.444, and 2.448 of the PCLCD), or to work extended on a rail or dock and if a double flex gate operation is worked then one additional hour is payable over the maximum hours listed above.

An additional two hours (up to a maximum of 14 hours) shall be paid to a walking boss/foreman who is required to

work all of the following during a shift: a flex hour (Sections 2.449 or 2.5, PCL&CA); work through the meal hour; and work two hours extended time at the end of the shift to finish a vessel for sailing or shifting (Sections 2.442, 2.444, and 2.448 of the PCLCD).

Passenger vessel operations that require more than 12 hours of work during a single shift to finish the passenger ship for sailing.

Existing local agreements that provide for an additional hour for a lead ship and lead dock foreman in the Columbia River district.

Any other past or future exceptions agreed to by the Joint Labor Relations Committee and affirmed by the 2002 Negotiating Committee.

Continuous operations at bulk-loading facilities where additional hours are actually worked will be listed by the Walking Bosses/Foremen Labor Relations Committee in each Area and submitted to the Coast Bargaining Committee for approval.

Very truly yours,

C. J. Wallace

Craig T. Johnson

Understanding confirmed:

Paul Weiser, Chairman of Walking Bosses/Foremen  
Negotiating Committee

Dated: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen Negotiating Committee  
c/o ILWU Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### RE: LETTER OF UNDERSTANDING – MUTUAL SUPPORT AND COOPERATION PROMOTING ACCOUNTABILITY OF WALKING BOSSES

Dear Mr. Weiser:

During the course of the 2002 Walking Bosses/Foremen Negotiations, the Parties discussed the need for more accountability from the walking bosses/foremen in supervising the longshore workforce and performing assigned tasks. The accountability applies to the following:

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

The Parties agreed, following extensive discussion, that the Employers must be committed, consistent, and supportive of the walking bosses/foremen to ensure accountability of all workers on the job. The Parties agreed that mutual support is necessary when workers are fired for Contract violations, including late arrivals, walk-offs, and drug/alcohol-related violations. This support will also include the issuance of safety talk pamphlets to walking bosses/foremen and the

expansion of walking bosses/foremen diversity training to include proper handling of hostile work environment situations.

The Parties recognize the pivotal role played by walking bosses and foremen to perform their work as directed by the Employer and to ensure that the longshore workforce is properly supervised and accountable. The Parties agreed to schedule regular meetings at the local level to discuss, monitor, and determine what action is appropriate to ensure on-the-job accountability.

Very truly yours,

C. J. Wallace

Craig T. Johnson

Understanding Confirmed:

Paul Weiser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee

Dated: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen Negotiating Committee  
c/o ILWU Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING – WALKING BOSSES/FOREMEN REGISTRATION – APPLICANT TEST

Dear Mr. Weiser:

During the course of 2002 Walking Bosses/Foremen negotiations, the Parties reaffirmed the Lane/Miniken Letter of Understanding dated July 11, 1990 regarding Foremen/Walking Bosses Registration – Applicant Test. PMA and Local 94 have jointly retained an outside consultant to review and make recommendations regarding the selection criteria for Los Angeles/ Long Beach Walking Bosses/Foremen during the term of this contract. Parties agree a joint committee will be formed to determine when the criteria that is developed will be adopted Coastwide, as well as any additional processing steps for Walking Boss/Foreman registration to include management and leadership skill training and other specialized training.

Very truly yours,

C. J. Wallace  
C. T. Johnson

Understanding Confirmed:

Paul Weiser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee

Date: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen Negotiating Committee  
c/o ILWU Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING – POWERED INDUSTRIAL TRUCKS’ (PIT) CERTIFICATION – WALKING BOSSES/FOREMEN

Dear Mr. Weiser:

During the course of the 2002 Walking Bosses/Foremen negotiations, the Parties agreed that each Walking Boss/Foreman would be issued a PMA Training Certification Card. The Card will list each person’s PIT equipment certifications in accordance with the PIT Settlement Agreement established in the Minutes of the Coast Labor Relations Committee Meeting No. 6-2001 held on May 15, 2001.

The Parties further agree this Letter of Understanding is subject to a change as a result of the resolution of pending citations from Cal-OSHA regarding the subject of PIT certification.

Very truly yours,

C. J. Wallace  
T. Johnson

Understanding Confirmed:

Paul Weiser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee  
Date: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Wieser, Chairman  
Walking Bosses/Foremen Negotiating Committee  
c/o ILWU Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING – SUPERVISORY TRAINING PROGRAM

Dear Mr. Wieser:

During the course of 2002 Walking Bosses/Foremen negotiations, the Parties agreed the PMA Training Department will conduct a supervisory training program for all new Walking Bosses/Foremen and to use a registered Walking Boss/Foreman to participate and instruct in this program. The Union and its members agreed to cooperate and participate in such training.

Very truly yours,

C. J. Wallace  
C. T. Johnson

Understanding Confirmed:

Paul Wieser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee  
Date: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen Negotiating Committee  
ILWU Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING – DISPATCH OF WALKING BOSSES/FOREMEN (LOCALS 91, 92 AND 98)

Dear Mr. Weiser:

During the course of the 2002 Walking Bosses/Foremen Negotiations, the Parties met and discussed Section 8.12 of the Pacific Coast Walking Bosses and Foremen's Agreement regarding the Employer's right to select and assign Walking Bosses.

While the Parties recognize the intent of Section 8.12 to ensure that the Employer has fully qualified walking bosses with the necessary skills for the particular operation, a great deal of discussion took place on possible disparities in dispatch opportunity.

To address this issue, the Parties hereby commit to establishing a review committee in each area comprised of the Foremen's Management Committee, joint dispatcher(s), and Union officials to meet quarterly for the express purpose of reviewing disparities in dispatch opportunity. This review committee will identify and take proactive steps to remedy such disparities. If agreement cannot be reached at the local level, the issue shall be referred to the 2002 Negotiating Committee for resolution.

The Parties further commit that the first such review shall take place in each area no later than April 15, 2003.

Very truly yours,

C. J. Wallace  
C. T. Johnson

Understanding Confirmed:

Paul Weiser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee  
Dated: 12-08-02

## LETTER OF UNDERSTANDING

December 3, 2002

Mr. Craig T. Johnson, Vice President  
Mr. C. J. Wallace, Vice President  
Pacific Maritime Association  
550 California Street  
San Francisco, CA 94104-1006

LETTER OF UNDERSTANDING RE: PORT SECURITY

Dear Messrs. Johnson and Wallace:

During the course of 2002 negotiations, the parties agreed that “all work and functions that are to be performed as part of any port security measures that may be mandated by law or regulation shall be performed by walking bosses/foremen to the full extent such work and functions are covered by Section 1 of the Pacific Coast Walking Bosses & Foremen’s Agreement (PCWB&FA).”

Very truly yours,

Paul Weiser

Acknowledged and Confirmed:

Craig T. Johnson, Vice President & C. J. Wallace,  
Vice President  
Dated: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen's Negotiating Committee  
c/o ILWU, Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING - SUPERINTENDENTS

Dear Mr. Weiser:

During the course of the ILWU/PMA Walking Bosses/Foremen negotiations, the Union complained that Superintendents employed by member companies have been violating the ILWU/PMA Pacific Coast Walking Bosses and Foremen's Agreement by performing work defined in Section 1.1 of the Contract as being within the jurisdiction of Walking Bosses/Foremen.

We have an obligation under this Agreement to assure that, in the direction and supervision of all work as defined in Section 1 of the Pacific Coast Walking Bosses and Foremen's Agreement, Superintendents will not encroach upon the customary duties assigned to Walking Bosses/Foremen.

Very truly yours,

C. J. Wallace  
C. T. Johnson

Understanding Confirmed:  
Paul Weiser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee  
Dated: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen's Negotiating Committee  
c/o ILWU, Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING – INDUSTRY TRAVEL SYSTEM

During the course of the 2002 negotiations, the parties discussed expanding the Industry Travel System to include Walking Bosses/Foremen in the Columbia River/Newport-Coos Bay area and between Puget Sound and the Columbia River. The parties agree to commit to further discussions in the Washington and Oregon areas to develop an expanded travel system in those areas that may be implemented under the Industry Travel System.

Very truly yours,

C.J. Wallace  
C.T. Johnson

Understanding Confirmed:  
Paul Weiser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee  
Dated: 12-08-02

## LETTER OF UNDERSTANDING

December 8, 2002

Mr. Paul Weiser, Chairman  
Walking Bosses/Foremen's Negotiating Committee  
c/o ILWU, Local 98  
23003 Pacific Highway, South - #103  
Des Moines, WA 98198

### LETTER OF UNDERSTANDING – NEW TECHNOLOGY

During the course of the 2002 negotiations, the parties discussed the use of technology and agreed that all traditional Walking Bosses/Foremen work modified by any technology shall be assigned to Walking Bosses/Foremen in accordance with Section 1 of the PCWB&FA.

Very truly yours,

C.J. Wallace  
C.T. Johnson

Understanding Confirmed:  
Paul Weiser, Chairman of the Walking Bosses/  
Foremen Negotiating Committee  
Dated: 12-08-02

## LETTER OF UNDERSTANDING

### Contractual Obligations

Mr. McKenna:

During the course of the 2008 PCL&CA negotiations, the Parties discussed the contractual obligations of PMA member companies and steamship carrier lines, stevedores, marine terminal operators and maintenance companies that do business in West Coast ports. The Parties agree that PMA member companies shall not engage in subterfuge through their affiliated companies to avoid their contractual obligations under the PCL&CA or the ILWU-PMA Benefit Plans. The term “affiliated companies” means carriers, stevedores, marine terminal operators or maintenance companies that are part of a group of trades or businesses under common control with a PMA member company.

It was further agreed that the Union shall be promptly notified of all PMA membership changes within five (5) days of the date PMA is notified of such change(s), and that the Trustees of the ILWU-PMA Pension Plan shall develop and implement policies and procedures to monitor compliance with the Plan’s withdrawal liability rules.

Sincerely,  
Robert McEllrath  
International President

Understanding confirmed:

/s/ James C. McKenna

Dated: 07/28/08

James C. McKenna

President & CEO

Pacific Maritime Association

## **LETTER OF UNDERSTANDING Update Section 13.2 Grievance Process Under the PCWB&FA**

Dear Mr. Miranda:

During the course of the 2008 Negotiations, the Parties agreed that the revised Section 13.2 Policy and Forms, as agreed to in Joint Coast Walking Bosses/Foremen Meeting No. 2-07, October 13, 2007, will be updated in the PCWB&FA.

Additionally, the parties agreed to amend Section 13.2 as follows:

“A panel of neutral professional labor arbitrators shall hear all Section 13.2 cases. Appeals shall continue to be filed with the Coast Appeals Officer, Rudy Rubio. The use of professional arbitrators shall be subject to review and continuation upon the JCLRC agreement annually.”

Sincerely,

/s/ Steve Hennessey

Senior Vice President

Understanding confirmed:

/s/ Daniel G. Miranda, Chairman

Walking Bosses/Foremen Negotiating Committee

Dated:

07/31/08

**LETTER OF UNDERSTANDING**  
**Scheduling Coast WB&FA LRC Meetings**  
**Prior to Area Arbitration**

Dear Mr. Miranda:

During the course of the 2008 ILWU-PMA Walking Bosses/Foremen Negotiations, the Parties discussed concerns by the Union that more dialogue and discussion should occur at the Coast level before Area Arbitrations are appeals to the Coast Arbitrator.

The Parties agreed that either party may request a Walking Boss/Foreman Coast meeting to discuss the appeal of an area arbitration before scheduling the hearing.

The Employers reaffirmed their commitment to schedule Coast Walking Bosses/Foremen meetings to discuss issues of significance to both parties.

Sincerely,  
/s/ Steve Hennessey  
Senior Vice President

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

Dated: 07/31/08

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

Dear Mr. Miranda:

During the course of the 2008 ILWU-PMA Walking Bosses/Foremen Negotiations, the Parties discussed a number of current Letters of Understanding. The Committee agreed to re-affirm the following Letters of Understanding:

- Letter of Understanding – Superintendents Dated July 23, 1981
- Letter of Understanding – Mutual Support and Cooperation Promoting Accountability of Walking Bosses Dated December 8, 2002
- Letter of Understanding – Port Security Dated December 3, 2002
- Letter of Understanding – Superintendents Dated December 8, 2002
- Letter of Understanding – New Technology Dated December 8, 2002

Sincerely,

/s/ Steve Hennessey  
Senior Vice President

Understanding confirmed:

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

Dated: 07/31/08

## **LETTER OF UNDERSTANDING**

### **Dispatch of Walking Bosses/Foremen (Locals 91, 92, and 98)**

Mr. Hennessey:

During the course of the 2008 Walking Bosses/Foremen negotiations, the parties discussed and agreed to re-affirm the following Letter of Understanding.

- Letter of Understanding – dispatch of walking bosses/foremen (locals 91, 92 and 98) dated December 8, 2002

The Parties also agreed that the Joint Walking Bosses/Foremen Committees in each of the above mentioned areas shall meet no later than January 1, 2009, in order to develop and implement a method to dispatch registered hall Walking Bosses/Foremen on a rotational basis for a 120-day trial period. At the end of the 120-day trial period, the rotational dispatch system shall remain in effect as long as the Parties mutually agree. Disagreements at the local level regarding the development or implementation of a rotational dispatch system, or should either party disagree to continuing the rotational dispatch system, the issue shall be referred to a Walking Bosses/Foremen Coast Meeting for resolution through the contract grievance machinery.

The Parties agreed and commit that in the event an employer requires the dispatch of a qualified walking boss/foreman with necessary skills for a particular operation, the local dispatchers will fulfill this request.

Sincerely,

/s/ Daniel G. Miranda, Chairman

Walking Boss/Foreman Negotiating Committee

Understanding Confirmed:

/s/ Stephen Hennessey

Senior Vice President

Dated: 07/31/08

**LETTER OF UNDERSTANDING**  
**Utilization of Foremen on Flex**  
**Lashing Jobs – LA/LB**

Dear Mr. Miranda:

During the course of the 2008 Pacific Coast Walking Bosses/Foremen Agreement negotiations, the Parties agreed that there was a disparity of flex foremen jobs between the hall and steady foremen. The Parties agreed that the issue would be referred to the Los Angeles/Long Beach Joint Labor Relations Committee for resolution. If the Committee cannot resolve the issue then it may be referred at the request of either party to a Coast Walking Bosses/Foremen Committee meeting for resolution.

Sincerely,

/s/ Steve Hennessey  
Senior Vice President

Understanding confirmed:

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

Dated: 07/31/08

## **LETTER OF UNDERSTANDING Steady Walking Bosses/Foremen Guarantee**

Dear Mr. Miranda:

During the course of the 2008 negotiations, the Parties agreed that extended hours, not including flex hours and/or meal hours, paid to steady Walking Bosses/Foremen shall not be deducted from their guarantee. Extended hours shall be paid in 30-minute increments to the Walking Boss/Foreman directly supervising the longshore workers who worked extended.

Sincerely,  
/s/ Steve Hennessey  
Senior Vice President

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

Dated: 07/31/08

## **LETTER OF UNDERSTANDING**

### **Consolidation of Southern California Jurisdiction and Registration Lists**

Dear Mr. Hennessey:

During the course of the 2008 Walking Boss/Foremen contract negotiations, the Parties discussed the problems concerning conflicts of interest, inefficient Walking Boss/Foremen manpower usage, and disparate work opportunity arising from Walking Bosses and Foremen in Unit 29 in the Port of San Diego, and Unit 46 in the port of Port Hueneme, belonging to Longshore Locals 29 and 46, respectively, whose members they supervise. To address these problems and to facilitate the development of uniform dispatch lists for Walking Bosses and Foremen, the Parties hereby agree to consolidate Walking Boss and Foremen jurisdiction and registration lists in Southern California under Local 94, which has historically represented Units 29 and 46 for contract negotiations and adjustments to their registration lists. Accordingly, the parties agree to the following provisions:

- 1) Local 94 shall be recognized as the exclusive bargaining representative of all Registered, Regular Supplemental and/or Casual Walking Bosses and Foremen in the ports of San Diego and Port Hueneme, in addition to its traditional jurisdiction over Walking Bosses and Foremen in the ports of Los Angeles/Long Beach. Local 94 hereby assumes all contractual rights and responsibilities under the ILWU-PMA Pacific Coast Walking Bosses and Foremen's Agreement (PCWB&FA) that may have been previ-

ously held by Unit 29 and Unit 46, which Units will no longer be referenced in the Agreement.

- 2) All incumbent registered Walking Bosses and Foremen in the ports of San Diego and Port Hueneme as of July 1, 2008, shall receive, by written notice from the Joint Parties, the opportunity to choose to accept Walking Boss/Foremen registration in Local 94 or instead, as they may individually choose, accept Class "A" longshore registration in their home port with Local 29 or Local 46, as the case may be. The joint notice shall be mailed to the last known home address of all affected individuals within 15 days of ratification of the new PCWB&FA. Affected individuals shall have 15 days from the date of the written notice to make their choice by returning a prepared form and a self-addressed stamped envelope included with the notice. Failure to make a timely choice shall result in such individuals receiving Walking Boss/Foreman registration with Local 94 as residents of their home port.
- 3) There shall be a single, consolidated Southern California Joint Walking Boss/Foremen Labor Relations Committee (the Committee) functioning pursuant to Section 17 of the PCWB&FA with jurisdiction over the ports of Los Angeles, Long Beach, San Diego and Port Hueneme. In addition to the officers and other representatives of Local 94, the Union members of the Committee shall include one Area LRC Representative from the port of San Diego and one from the Port of Port Hueneme. The Area LRC Representatives shall be selected from among the registered foremen in their home port and shall receive

reasonable notice and opportunity to participate in Committee discussions and actions concerning their home port only. All meetings and actions of the Committee for all Southern California ports shall be reflected in a single set of minutes.

- 4) The Committee shall maintain a resident list of registered Walking Bosses/Foremen for the Port of San Diego and one for the Port of Hueneme. The Committee may also establish supplemental Walking Boss/Foremen lists for the ports of San Diego and Port Hueneme. These resident lists shall be filled exclusively by Class "A" longshoremen and clerks who are registered in that particular port, in accordance with the rules and procedures of the PCWB&FA and the Committee. The Committee shall maintain sufficient numbers of Walking Bosses and Foremen on the resident lists to adequately serve the needs of the ports of San Diego and Port Hueneme.
- 5) All dispatching of Walking Bosses and Foremen in the Southern California ports shall be done by the Joint Dispatchers, located at the Local 94 offices, who shall dispatch by telephone all registered or supplemental foremen from the resident lists in the ports of San Diego and Port Hueneme, in addition to administering the established dispatch rules and procedures for the Port of Los Angeles/Long Beach. The Joint Dispatchers shall also administer all voluntary travel among the Southern California ports.
- 6) All registered foremen in the Southern California ports shall have the right to voluntarily travel among

these ports in accordance with the rules and procedures of the PCWB&FA and the Committee. Absent mutual agreement by the parties, registered foremen may not voluntarily travel on any shift when their home port has Walking Boss/Foremen jobs unfilled by home port registered Walking Bosses or Foremen. Voluntary travel shall be worked and paid pursuant to the provisions of the PCWB&FA.

- 7) The Port Supplements and working rules for Walking Bosses/Foremen in the ports of San Diego and Port Hueneme shall continue in effect only to the extent not in conflict with the provisions of this Agreement. The Committee is authorized to make any changes in the Port Supplements and working rules to the extent consistent with the provisions of this Agreement.
- 8) Local 94 represents that all registered Walking Bosses and Foremen in the Southern California ports, including San Diego and Port Hueneme, shall have equal rights to Union membership in accordance with the Local 94 Constitution and Bylaws, as may be amended, and the Labor Management Reporting and Disclosure Act (LMRDA). Accordingly, the parties shall provide to all registered Walking Bosses and Foremen in the ports of San Diego and Port Hueneme new authorization forms for withholding of Union dues and fees to be paid to Local 94 in accordance with the terms of the PCWB&FA.
- 9) The Parties agree to construe and, alternatively to modify, the provision in the preamble to the PCWB&FA regarding Union successorship to not

apply to the consolidation herein where a new union entity is not being added to the Agreement.

- 10) Any disputes concerning the terms or application of this agreement shall be resolved pursuant to Section 17 of the PCWB&FA.

Sincerely,

/s/ Daniel G. Miranda, Chairman

Walking Boss/Foreman Negotiating Committee

Understanding Confirmed:

/s/ Stephen Hennessey

Senior Vice President

Dated: 07/31/08

**LETTER OF UNDERSTANDING  
Pay Guarantee Plan Affecting Small Ports  
of San Diego and Port Hueneme**

Dear Mr. Miranda:

During the course of the 2008 Pacific Coast Walking Bosses/Foremen Agreement negotiations, the Parties agreed to consolidate ILWU Local 94 Walking Bosses with the recognized walking bosses in the Ports of San Diego and Port Hueneme (See Letter of Understanding, dated July 30, 2008). It was noted that this consolidation would affect the Pay Guarantee Plan language Sections 6.87 through 6.8716. The Parties agreed that the identified Pay Guarantee Sections have been modified and accordingly, are no longer applicable.

Sincerely,

Stephen Hennessey  
Senior Vice President

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

Dated: June 30, 2009

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Foremen's Agreement**

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