

**MINUTES OF THE SPECIAL MEETING OF THE
COAST LABOR RELATIONS COMMITTEE**

Meeting No. 29-20

Date: Friday, May 29, 2020

Place: Via Teleconference

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| Present: | <u>For the Union</u> | <u>For the Employers</u> |
| | W. Adams | J. McKenna |
| | R. Olvera, Jr. | S. Hennessey |
| | C. Williams | W. Bartelson |
| | F. Ponce De Leon | M. McKenna |

Also Present: K. Donovan

COVID-19 Related Leave

The Committee met to discuss CLRC Mtg. No. 20-20, the Families First Coronavirus Response Act (FFCRA), and related state and local laws and government orders which require the Employers to provide paid COVID-19 related leave.

In an effort to provide all ILWU longshore and clerk employees on a coastwise, equal, and nondiscriminatory basis paid sick leave and paid family and medical leave, the Committee agreed to the following:

(1) All Member Companies

All PMA member companies will provide this paid leave.

(2) Eligible Workers

All registered longshore and clerk workers as well as identified and unidentified casuals will be covered by this Agreement.

(3) Reasons to be Eligible for Leave

Eligible Workers may take leave for any of the following reasons:

- i. Testing positive for COVID-19, with supporting documentation;
- ii. Being quarantined due to COVID-19, with supporting documentation;
- iii. Caring for a family member with COVID-19, with supporting documentation;
- iv. Experiencing symptoms of COVID-19, and seeking supporting documentation;
- v. Caring for someone quarantined due to diagnosis of COVID-19; or
- vi. Caring for child if school or place of care is closed for COVID-19 related reasons.

(4) Amount and Duration of Benefits to be Paid to the Eligible Worker

Eligible Workers will be provided benefits as described in the FFCRA based on all PMA payroll hours worked in the review period.

This means an Eligible Worker may receive the following benefits:

- A. For reasons (i), (ii) and (iv) in Section 3: an amount equal to his or her regular rate, up to \$511 per day and \$2,555 per week (up to two weeks).
- B. For reasons (iii) and (v) in Section 3: 2/3 his or her regular rate, up to \$200 per day and \$1,000 per week (up to two weeks).
- C. For reason (vi) in Section 3: 2/3 his or her regular rate, up to \$200 per day and \$1,000 per week (up to \$12,000 in the aggregate over a 12-week period – two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave).

These calculations will be based on all payroll hours worked and will be the same for all bargaining unit workers using the methodology described in the FFCRA. Thus, the benefits will be prorated and reduced in the manner provided by the FFCRA (for those working less than five days a week) based on the average hours worked during the six months review period.

With respect to hours worked for member companies not covered by FFCRA (the Parties maintain their respective positions on this as articulated in CLRC Mtg. No. 20-20), and only in the case of reasons (iv), (v) or (vi) in Section 3, the Eligible Worker must apply for available state and federal unemployment and paid family leave benefits, and the COVID-19 leave benefits paid by the Employers will be reduced to reflect such state and federal benefits for which the worker is eligible.

Eligible Workers will not be eligible to receive ILWU-PMA Welfare Plan Weekly Indemnity (WI) or Weekly Supplemental benefits to the extent they are eligible to receive COVID-19 leave benefits under this Agreement.

(5) The benefits provided will be effective retroactively to April 1, 2020, and will terminate with the expiration of the FFCRA.

Workers who have already gone out on leave for one of the reasons above in Section 3 may apply through the Paid Leave Portal for any payments they would have received under this Agreement had it then been operative at the time (i.e., make whole payments).

(6) How Workers Apply

PMA will activate a Paid Leave Portal on the existing worker online pay system. The worker will answer a series of questions on the portal that are designed to determine if the worker meets the eligibility requirements, and a decision on the leave request will be rendered promptly. Issues regarding the benefits under this Agreement will be subject to an expedited grievance procedure to be developed by the Parties.

(7) Waiver of Provisions of other Paid COVID-19 Related Leave Laws

PMA and ILWU agree to a clear and unambiguous waiver of all state and local laws and government orders currently applicable to PMA and/or any of its member companies or which become applicable during the term of this Agreement, which purport to require PMA and/or any of its member companies to provide paid COVID-19 related leave. PMA and ILWU also agree that the collective bargaining exemptions in those laws and orders are applicable to this Agreement, which is retroactive to April 1, 2020, and to defend the collective bargaining exemptions if challenged. This waiver only pertains to leave laws and orders to the extent that they are COVID-19 related.

(8) Advancing Vacation Time for Paid Sick Time

Workers who received at least two weeks of pay for Vacation/Paid Time Off in 2020 may, but are not required to, advance in payroll year 2020 the amount that they received, up to a two-week maximum, to be used as paid sick time. For example, if the worker in February 2020 was paid out at least two weeks of vacation/paid time off time, then that worker can advance or borrow during 2020 up to two weeks of time for paid sick time, and that amount will be taken out of the Vacation Paid Time Off check they otherwise would have received in February 2021. Further, if the worker in February 2020 was paid out only one week of vacation/paid time off time, then that worker can advance or borrow during 2020 up to one week of time for paid sick time. If a worker advances vacation/paid time off for sick leave this year, this will not serve as an offset against a paid sick leave benefit under this Proposal.

Date Signed: 6/8/2020

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For the Union:

For the Employers: