

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

Meeting No. 24-22

Date: March 25, 2022

Place: Via Teleconference

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 CLRC met to discuss CLRC Mtg. Nos. 57-21, 71-21, 74-21, 83-21, and 90-21, California Senate Bill 114, 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, paid family and medical leave, and leave to obtain the COVID-19 vaccination, the CLRC 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. Seeking or waiting for a COVID-19 test result or COVID-19 diagnosis, including testing positive for COVID-19, with supporting documentation;
- ii. Being quarantined or advised by a health care provider to self-quarantine due to concerns that you have COVID-19, may have COVID-19, or are particularly vulnerable to COVID-19, with supporting documentation;
- iii. Caring for a family member with COVID-19 or who is particularly vulnerable to COVID-19, with supporting documentation;

- iv. Experiencing symptoms of COVID-19, and seeking a medical diagnosis;
- v. Caring for someone quarantined due to diagnosis of COVID-19, or someone who was advised by a health care provider to self-quarantine due to concerns that they have COVID-19, may have COVID-19, or are particularly vulnerable to COVID-19;
- vi. Caring for child if school or place of care is closed for COVID-19 related reasons;
- vii. Being excluded from the workplace consistent with CLRC Mtg. No. 25-22, with supporting documentation;
- viii. Obtaining COVID-19 testing for workplace exposure consistent with CLRC Mtg. No. 25-22, with supporting documentation;
- ix. Obtaining COVID-19 testing for returning to work consistent with CLRC Mtg. No. 25-22, with supporting documentation; or,
- x. Suffering from symptoms due to receipt of the COVID-19 vaccine or to care for a family member who suffers from symptoms due to the receipt of the COVID-19 vaccine, where the symptoms occur one to three days following the date of the vaccination appointment, with supporting documentation, or attending a family member's vaccination appointment with supporting documentation, or for attending one's own vaccination appointment with supporting documentation.

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

Eligible Workers will be provided benefits based on all PMA payroll hours worked in the last six months.

This means an Eligible Worker may receive the following benefits:

- A. For reasons (ii), (iv), (v), (vi), and (x) in Section 3: an amount equal to his or her regular rate, up to \$511 per day and \$2,555 for a week for an aggregate total not to exceed \$2,555.
- B. For reasons (i) and (iii) 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), for an aggregate total of \$5,110.

These calculations will be based on all payroll hours worked and will be the same for all bargaining unit workers by calculating a worker's average daily wage rate. Thus, the caps (\$511 per day and either maximums of \$2,555 or \$5,110, for one or two weeks depending on the reason) will be prorated and reduced for those working less than five days a week based on the average hours worked during the six months review period.

- C. For reasons (vii) and (viii) in Section 3: workplace exclusion pay and COVID-19 testing pay will be provided as per the CLRC's agreement in CLRC Mtg. No. 25-22;

- D. For reason (ix) in Section 3: an amount equivalent to two hours at the individual's basic straight time rate for each test taken. The cost for tests is covered under the ILWU-PMA Welfare Plan for members enrolled in the ILWU Coastwise Indemnity Plan. Non-participants are eligible for a \$12 reimbursement per test.

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 above are effective retroactive to January 1, 2022 and will terminate on September 30, 2022, with the exception of workplace exclusion as a result of workplace exposure which is subject to expiration in accordance with the CLRC's agreement in CLRC Mtg. No. 25-22.

Workers who have already gone out on leave for one of the reasons above in Section 3, with the exceptions of a COVID-19 workplace exposure, any time on or after January 1, 2022, and who have not received the maximum benefit as of the date this Agreement is signed, may apply through the Dockworker Self-Service 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 continue to use the Dockworker Self-Service 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 the expedited grievance procedure developed by the Parties. The associated Questions and Answers Document will be updated with the above changes, and all other aspects of the Questions and Answers Document remain in effect.

- (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 January 1, 2022, 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.

Date Signed: 03/25/22

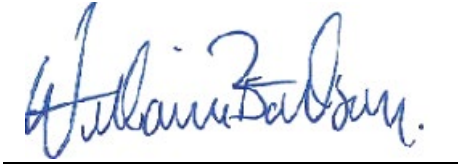
Date Signed: 03/25/22

For the Union:

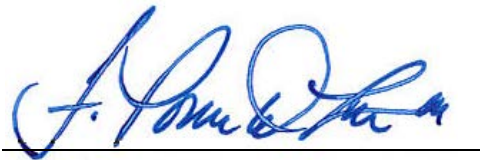
For the Employers:



A handwritten signature in blue ink, appearing to be 'A. W.', written over a horizontal line.



A handwritten signature in blue ink, appearing to be 'William Z. B...', written over a horizontal line.



A handwritten signature in blue ink, appearing to be 'J. P. ...', written over a horizontal line.



A handwritten signature in blue ink, appearing to be 'M. J. ...', written over a horizontal line.