

**CLERKS AND CHECKERS AGREEMENT  
BETWEEN THE  
GEORGIA STEVEDORE ASSOCIATION  
AND THE  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL #1475**

**1.** This Agreement was made and entered into on the 11th day of May, 2004, between the Georgia Stevedore Association representing its direct employer members, hereinafter known as the party of the first part and the South Atlantic & Gulf Coast District of the International Longshoremen's Association representing its subordinate Local #1475, hereinafter known as the party of the second part.

Wages to become effective October 1, 2004.

**2.** This Agreement and all Memorandums of Understanding shall be in effect until midnight September 30, 2010, and covers all work as designated herein at the port of Savannah, Georgia.

**2.(A)** The Union agrees that there shall be no strikes, slow downs or work stoppages of any kind whatsoever with respect to handling perishable fruit cargoes on or off vessels, or in and out of marine terminals. This agreement includes the handling of empty pallets, containers, reefer trailers, or other devices used in transport of perishable fruit cargoes.

This Perishable Fruit Agreement shall remain in full force and effect until midnight, September 30, 2010, or until one day beyond the date that the contract between the employers and the South Atlantic and Gulf Coast District of the International Longshoremen's Association, covering container and general cargo longshore work is ratified, whichever is later, and may not be reopened for any reason prior to that time. Any increase in wages or benefits in subsequent contracts to be retro-active to effective date of said contract.

**3.(A)** Wages per hour, according to job classifications, shall be in accordance with the provisions of Clause A-1, B-1 and C-1 (with the provision that the contract will be reopened after the third year for wages only on general cargo, breakbulk and bulk cargo):

**3.(A)(1)** It is mutually agreed that if any adjustments are made in the basic hourly wage of longshoremen in accordance with the provisions of Clauses A-1, B-1 and C-1 of the Longshore Agreement, the same adjustments in cents per hour in basic hourly wage for all job classifications covered by this agreement shall be made effective at the same times as provided in the Longshore Agreement.

**3.(B)(1)** It is mutually agreed that during the life of this Agreement, the Employers will contribute into a fund for pension and welfare benefits the same amounts in cents per man hour as the Employers for those purposes contribute in accordance with provision of Clause 3 (B)(1)(A) of the Agreement with Local 1414 and any changes in the amount of such man-hour Employer contribution for hours worked under this agreement shall become effective on the same dates as the corresponding changes in Employer contributions for hours worked under the Agreement with Local 1414 become effective.

**3.(B)(1)(A)** The Employers agree to contribute into the fund for Welfare and Pension benefits for all hours for which employees receive pay the following amounts per hour effective as indicated:

Effective 10/01/04	\$12.15 Container Hours \$ 9.20 Car Carrier Hours \$ 9.20 All Other Hours
Effective 10/01/05	\$12.15 Container Hours \$10.20 Car Carrier Hours \$ 9.20 All Other Hours
Effective 10/01/06	\$12.65 Container Hours \$10.20 Car Carrier Hours \$ 9.20 All Other Hours
Effective 10/01/08	\$13.15 Container Hours \$10.20 Car Carrier Hours \$ 9.20 All Other Hours

The amounts above may be allocated, not only to pension and welfare, but also to any other fringe benefits, as agreed to by the local ILA and port associations in each of the ports or districts covered by this agreement, except that beginning October 1, 1999, \$4.00 per hour worked in each port or district shall be allocated to the Managed Health Care Plan or Plans.

The MILA man hour contribution shall be \$5.00 effective October 1,2004.

No other man-hour contributions shall be increased by any port or district other than the above except for (i) vacation or holiday contributions and (ii) the one dollar per hour benefit increase of October 1, 1993 (subject to paragraphs 14 and 20 of the Master Contract). No tonnage assessment (not in effect on the effective date of this Agreement) shall be imposed on Containerization or Ro-Ro operations by any parties to this Agreement during the life of this Agreement.

These funds shall continue to be administered on a local basis by a Board of Six (6) Trustees.

It is agreed that either party of the funds established under this agreement may increase the number of Trustees by mutual consent of the Trustees of the Board involved. It is further agreed that regardless of the number of Trustees on either side being unequal, the voting rights of each side shall remain equal.

**3.(B)(1)(B) Container Royalty.** The Employers also agree to pay into a fund for supplemental cash benefits the amounts set forth below as a royalty when loading or discharging containers which are twenty (20) feet or more in length and which have not been stuffed or will not be stripped by personnel employed under this agreement.

- (a) On conventional ships, thirty-five cents (35¢) per gross ton;
- (b) On partially automated ships (conventional ships converted for handling vans and containers) where not more than two hatches have been converted for the handling of containers, seventy cents (70¢) per gross ton;
- (c) On partially automated ships (conventional ships converted for handling vans and containers) where not more than forty percent (40%) of the ship's bale cube has been fitted for containers, seventy cents (70¢) per gross ton;
- (d) On ships where more than two hatches have been converted or fitted for the handling of containers, or where more than forty percent (40%) of the ship's bale cube has been fitted for containers, one dollar (\$1.00) per gross ton;

The above fund shall continue to be administered on a local basis by a Board of Six (6) Trustees.

It is agreed that either party of the funds established under this agreement may increase the number of Trustees by mutual consent of the Trustees of the Board involved. It is further agreed that regardless of the number of Trustees on either side being unequal, the voting rights of each side shall remain equal.

All three (3) dollars per ton container royalties paid pursuant to the terms of this Agreement shall continue to be paid to the various local port and district container royalty funds for the first (3) years of the 1996 Agreement. Effective on October 1, 1999, the second Container Royalty dollar shall be paid to the Managed Health Care Trust Fund created by paragraph 20 hereof to be used exclusively for the purpose of funding the uniform managed health care program therein described.

The Container Royalty Cap shall be raised to the following levels:

<u>EFFECTIVE DATE</u>		<u>CAP LEVEL</u>
October 1, 2004	-	58 million tons
October 1, 2006	-	63 million tons
October 1, 2008	-	68 million tons
October 1, 2009	-	73 million tons

During the term of this Agreement for each contract year in which the CAP level changes the port benchmarks for the ports of New York/New Jersey, Hampton roads, Charleston, Savannah, Miami/Port Everglades and the West Gulf will be recalculated using the tons reported to the local container royalty funds in the "Base Contract Year." The "Base Contract Year" is the year which commences two prior to the contract year in which the CAP changes (eg., the port benchmarks for the contract year commencing October 1, 2004, will be calculated based on the container royalty tons reported in the Base Contract Year beginning October 1, 2002 and ending September 30, 2003). Individual port benchmarks for the ports of New York/New Jersey, Hampton Roads, Charleston, Savannah, Miami/Port Everglades and the West Gulf will be calculated using the following formula:

$$\frac{\text{Base Year Local CR Tons}}{\text{Base Year Coastwide CR Tons In All Master Contract Ports}} \times \text{Applicable CR CAP Level}$$

During the term of the Agreement with respect to the Ports of Boston, Philadelphia, Baltimore, Wilmington, NC, Jacksonville and New Orleans, the benchmark for each of these ports shall be the lesser of (a) the port's benchmark as of September 30, 2004 or (b) the tons reported in the port for container royalty purposes in the Contract Year ending September 30, 2003.

The payment of container royalty assessments shall cease in every port when the number of tons reported to the local Container Royalty Fund in the port exceed the benchmark determined using the formula set forth in paragraph 9(a) of the Master Agreement, as if that formula were applicable to all Master Contract ports, and container royalty assessments in excess of such benchmarks shall be paid to CCC Service Corporation for distribution as follows:

- Forty (40%) percent shall be refunded to the Carriers;
- Twenty (20%) percent shall be paid to MILA; and
- Forty (40%) percent shall be paid to an escrow fund established by a single local port or by a group of ports ("Local Escrow Fund") to pay local benefits.

In the event the application of the provision in Paragraph 9 (b) of the Master Contract results in an obligation to pay Container Royalty Dollars Nos. 1 and 3 on tons in excess of the agreed upon CAP Level set forth in Paragraph 8 of the Master Contract, such obligation shall be satisfied solely from that portion of the container royalties in excess of the benchmarks collected and set aside for distribution to the Local Escrow Funds pursuant to Paragraph 10 of the Master Contract without any allocation of the amount of that obligation to any particular port.

During the term of this Agreement, a port's existing benchmark may be reviewed and adjusted prospectively at the beginning of a contract year by the parties to this agreement if such port experiences a dramatic annual decrease in the tons reported for container royalty purposes.

The portion of the CAP refund paid to a Local Escrow Fund pursuant to Paragraph 10 of the Master Contract shall not be used for supplemental cash benefits (except as provided in Paragraph 11 of the Master Agreement, nor shall the use of this portion of the CAP refund result in any carrier being considered an employer in relation to any local port employee pension benefit plan within the meaning of the Employee Retirement Income Security Act ("ERISA"), except in any port where the carrier already is an employer under ERISA.

Effective October 1, 1999 the use of the Second Container Royalty dollar which shall be continued in the South Atlantic and in the West Gulf for the first three (3) years of the 1996 contract shall be discontinued for such purposes as of October 1, 1999. The 1993 dollar, which is now being used for welfare purposes, as well as other fringe benefit amounts, shall be transferred for use as a substitute for the Second Container Royalty dollar in such port areas. The effect thereof shall be that on and after October 1, 1999, the Second Container Royalty dollar shall be used exclusively for health care purposes in all ports and districts covered by this Agreement. Either the South Atlantic or the West Gulf may determine to continue to use the Second Container Royalty dollar for present purposes. In the event that either or both such areas make such a determination, each must pay the equivalent of said second Container Royalty amount, in total dollars, out of its hourly assessments to the Trustees of the Managed Health Care Plan. In the event that there is a deficit in any such plan created by unforeseen events, application may be made to the Trustees of Container Royalty Fund #4 to make up any such deficit from funds collected from cargo that had moved in the affected ports or districts. The Trustees of such fund shall act only if there is a need for such funding.

The total royalty contributions to be made to the fund provided shall be \$1.00 per weight ton of containerized cargo (with lesser amounts from cargo described in the Stein Award as not being fully containerized) plus the hourly contribution which shall be used for the purposes of the managed health care systems and \$2.00 per weight ton to be used for supplementary cash payments to employees (all of which is subject to the provisions of the Stein Award and to accommodations elsewhere provided herein.)

The benefits provided by the above funds shall be limited to persons and entities who have subscribed to and agree to be bound by this agreement with the joint consent of Management and the ILA. No container benefit shall be paid to an employee during any year which shall exceed a maximum payout of \$16,500 per employee per year. Employees who enter the industry after October 1, 1996, may be entitled to container royalty benefits if they have at least three qualifying years. Such employees shall not receive more than \$7,500 in any year in which they receive a benefit, as such benefits are determined to be payable by the local parties. Any excess over the \$16,500 or \$7,500 generated in each year shall be paid as determined by local container fund Trustees with appropriate trust amendments as may be required, to employees other than those who have been paid the maximum benefits.

The third container royalty, equal to the first container royalty listed above shall be paid into the same fund as the first container royalty, and administered by the same Board of six Trustees as previously detailed. These two container royalties must be used only and exclusively for cash disbursements to the men. Terms and conditions of the disbursement to be determined by the Trustees.

The first and third container royalty dollar shall be paid to the local container royalty fund in each port. Normal and reasonable expenses will be determined by each port for administrative expenses and container inspectors and will be paid from the container royalty fund.

Each party shall appoint three of the Trustees to administer the local funds described hereinbefore in Paragraph 3(B)(1)(A) and the first and third container royalty funds established in this Paragraph 3(B)(1)(B), to serve until they resign or are replaced by the party they represent. The local port employer and I.L.A. representatives and the Trustees of each local container fund shall be bound by this agreement and shall have no authority to provide otherwise except that the parties agree that each port shall have the right to administer and establish by rule and regulations each container royalty fund.

Members of U.S.M.X. and carriers bound to the Master Contract are responsible for paying Container Royalty as per the Master Contract.

For Non U.S.M.X. members, the Contracting Stevedore is obligated to obtain a signed agreement from the party ordering the work to be bound by this contract. Should the Contracting Stevedore fail to obtain the signed agreement, then the Contracting Stevedore shall be held responsible for the Container Royalty and District Escrow Fund assessments.

Should the party ordering the Contracting Stevedore to perform the work fail to pay the established assessments, and notwithstanding the provisions of Clause 15(A)(1), the employees shall not be required to work for the defaulting party ordering work by any Contracting Stevedore until the debt is paid in full. Should the Contracting Stevedore fail to obtain the signed agreement, then the Contracting Stevedore shall be held responsible for the assessments.

**3.(B)(2)** Each employer will submit to the Local Union and the Fund Trustees quarterly reports of hours worked, individually by employee, for all work covered under this Agreement. The Trustees shall institute whatever auditing procedures they deem necessary to verify these reports.

The eligibility requirements for benefits and the provisions under which these funds are to be held and administered will be the same as agreed to pursuant to the Agreement with Local 1414 and personnel covered by this Agreement shall participate in the benefits of the container royalty payments established under the Agreement with Local 1414.

**3.(B)(2)(A)** A District Escrow Fund is established for the purpose of collecting and supplying funds for the District Vacation and Holiday Fund. The District Escrow Fund and District Vacation and Holiday Fund shall be administered by a board of 12 Trustees. Six Trustees shall be appointed by the Unions who are party to this Agreement, one of whom shall represent the Clerks and Checkers. Six Trustees shall be appointed by Management, who are party to this Agreement.

It is agreed that either party of the funds established under this agreement may increase the number of Trustees by mutual consent of the Trustees of the Board involved. It is further agreed that regardless of the number of Trustees on either side being unequal, the voting rights of each side shall remain equal.

The Trustees of the District Escrow Fund shall also be the Trustees of the Vacation and Holiday Fund.

**3.(B)(2)(A)(1)** Funding of the District Escrow Fund shall be accomplished as follows:

(a) All employers of I.L.A. personnel working under the terms and conditions of the Deep-Sea Longshore Agreement or the Deep-Sea Clerks and Checkers Agreement, or those personnel shown in Paragraph 3(B)(4), shall pay an assessment of 61½ cents per man hour to the District Escrow Fund.

(b) Beginning October 1, 1997, the Employers shall pay the tonnage and man hour assessments presently in effect for non United States Maritime Alliance Members.

\$ .25 per long ton on breakbulk and Rule 1 containerized cargo

\$ .60 per long ton on Rule 2 containerized cargo

\$ .0025 per long ton on bulk cargo

\$ .40 per unit on passenger autos and light trucks under 4000 pounds

(c) During the life of this contract, the Employers shall not be obligated to pay any additional tonnage, man hour or other assessments to the District Escrow Fund.

(d) The collection of the assessments shall be the responsibility of the Trustees and Administrator of the District Escrow Fund and the provisions of Clause 15(A)(2) shall be followed in the collection of delinquent assessments.

(e) For Non U.S.M.X. members, the Contracting Stevedore is obligated to obtain a signed agreement from the party ordering the work to be bound by this contract. Should the Contracting Stevedore fail to obtain the signed agreement, then the Contracting Stevedore shall be held responsible for the Container Royalty and District Escrow Fund assessments.

Should the party ordering the Contracting Stevedore to perform the work fail to pay the established assessments, and notwithstanding the provisions of Clause 15(A)(1), the employees shall not be required to work for the defaulting party ordering work by any Contracting Stevedore until the debt is paid in full. Should the Contracting Stevedore fail to obtain the signed agreement, then the Contracting Stevedore shall be held responsible for the assessments.

**3.(B)(2)(A)(2)** A District Trust Fund to administer the Vacation and Holiday Fund disbursements shall also be established. It shall receive its funding from the District Escrow Fund.

(a) 6 paid holidays to clerks and checkers or those personnel shown in Paragraph 3(B)(4), only who have worked 700 hours or more in the current contract year.

(For the purpose of paying the 16 holidays provided for in this paragraph, the holidays will be those as shown in Paragraph A-3 and B-3 and February 12, Abraham Lincoln's Birthday; 3rd Monday in February, George Washington's Birthday; March 17, Thomas Gleason's Birthday; 2nd Monday in October, Columbus Day; November 11, Armistice Day; National Election Day, one annually.)

(b) Vacations of from 1 week to 6 weeks based on the following criteria: All longshoremen and clerks and checkers who have worked:

700 hours or more in the current contract year .....1 week vacation

700 hours or more in the 2 consecutive previous contract years .....2 weeks vacation

700 hours or more in the 6 consecutive previous contract years ..... 3 weeks vacation

700 hours or more in the 12 consecutive previous contract years ..... 4 weeks vacation

700 hours or more in the 15 consecutive previous contract years ..... 5 weeks vacation

700 hours or more in the 20 consecutive previous contract years ..... 6 weeks vacation

(c) Trustees are authorized to set such requirements as are needed to be furnished validated records from each local Pension and Welfare office within the District.

(d) The vacation and holiday benefits (which cannot exceed \$21 per hour) shall be funded as follows:

a. All funds presently used for vacation and holiday benefits, including the tonnage assessment, man hour assessment, and all of the 1993 Dollars paid in the Ports of Wilmington, NC, Charleston, Savannah, Jacksonville and Tampa shall continue to be paid to the South Atlantic District Escrow Fund ("SADEF") to fund vacation and holiday benefits.



- b. In addition to the funding described in subparagraph a. above, an amount equal to one-half (1/2) of the forty (40%) percent of the Container Royalties in excess of the benchmarks designated for local fund use for the Ports of Wilmington, NC, Charleston, Savannah, Jacksonville, and Tampa, as defined in paragraph 10 of the Master Contract Memorandum of Settlement, dated June 28, 2004 (Section E: Container Royalty Cap) will be used to pay vacation and holiday benefits.
  - c. After making all of the payments described in subparagraphs a. and b. above, the balance required to fund the vacation and holiday benefits (which cannot exceed \$21 per hour) shall be paid by the carriers who are signatories to the Master Contract and operate in the ports described in subparagraphs above, in whatever fashion they deem appropriate.
- (e) Any deficit caused by a work interruption or work stoppage engaged in by the ILA shall not be made up by the carriers described in subparagraph c. above.
- (f) The SADEF shall keep an annual reserve of no more than \$500,000, which shall be used to pay the SADEF's annual operating expenses.

**3.(B)(3)** In the event the I.L.A. shall consider supplying labor to an Employer not a party to this Agreement at conditions which would depart from the provisions of this contract, the I.L.A. shall first give advance notice of such intent to the Employers parties to this Agreement. Further, that such conditions for the particular work to be performed for an Employer not bound by the provisions of this Agreement shall also be made applicable to the employers parties to this Agreement for the same type of work. The employer likewise agrees to give the I.L.A. advance notice of any potential new business proposed to them which would or could result in a departure from this Agreement. In the event the employers should enter into an agreement with any other local of the I.L.A. containing terms more favorable than those set forth herein for the performance of work covered by this contract, such terms shall automatically apply to employees covered under this Agreement.

No employer shall engage in a double breasted operation.

Management personnel, or other non-bargaining unit personnel of an employer shall not be permitted to perform any of the work traditionally performed by employees covered by this agreement.

All Port Associations and the local unions of the ILA operating in the South Atlantic District may negotiate among themselves for an agreement, on a case by case basis, to compete with non-union companies on cargoes and for any new cargoes or service which is not in competition with any other South Atlantic port. (This paragraph to be re-written as agreed to by ILA and Management.) Each port in the South Atlantic District will be notified.

**3.(B)(4)** Personnel working under I.L.A. Contracts other than the I.L.A./SAENC Deep-Sea Longshore and the Deep-Sea Clerks and Checkers Agreements and who are presently participating in the Pension and Welfare Funds, the Container Royalty Funds and Vacation and Holiday Funds of the District Escrow Fund, as well as new personnel in the same job classifications as those presently participating who may subsequently be working under an I.L.A. Contract may participate in such funds, provided the Employers of such personnel have signed Agreements with the Trustees of such funds agreeing to make the contributions specified in the I.L.A./SAENC Agreements and abide by the terms and conditions of the Trust Agreements covering such Funds. No Employees shall receive benefits from the Funds that exceed the benefits set forth in the I.L.A./SAENC Deep-Sea Longshore and Deep-Sea Clerks and Checkers Agreements.

**4.(A)** The work week will begin at 7:00 A.M. on Monday and will end at 7:00 A.M. on the following Monday. A day is defined as the 24-hour period commencing at 12:01 A.M. and ending at 12:00 midnight.

**5.(A)** Differentials in accordance with Clauses 5(A)(1)(2)(3) of Longshore Agreement and the same rates shall be paid weighers, samplers, tallymen and checkers covered by this Agreement.

**5.(B)(1)** A differential of 25 cents per hour in straight time and 37½ cents per hour in overtime will be added to the rates specified in Clauses A-1, B-1 and C-1 (whichever is applicable) for work performed in refrigerator compartments, refrigerator holds, refrigerator containers, refrigerator trucks or refrigerator cars whenever cargo is being handled that has been or will be carried at temperatures below 32 degrees Fahrenheit. When handling refrigerated cargo in conjunction with ice, the same differential will apply while handling such cargo and while handling the ice. These differentials will be paid to employees assigned to checking the hatch involved.

**5.(B)(2)** Personnel ordered for work on refrigerated cargo will be notified in advance in order that they may secure sufficient clothing. In the event employees are not so notified prior to reporting for work that they will be handling cargo that has been or will be carried below 32 degrees Fahrenheit, they shall not be required to handle such cargo.

**5.(C)(1)** All personnel assigned to ships loading or discharging explosives or radioactive material of a type requiring a U.S. Coast Guard Permit handled over or at explosive facilities, including linehandlers when they are required to stand by, will be paid double the straight time or overtime rate (whichever is applicable) as specified in Clauses A-1, B-1 and C-1 (whichever is applicable). Small arms ammunition and firecrackers shall not be construed as explosives.

**5.(C)(2)** When personnel at other than explosive facilities such as Sunny Point or St. Mary's are working a vessel which contains explosives, other than commodities such as small arms ammunition or firecrackers, all employees, including dockmen, and linehandlers working the vessel will be paid at double the straight time or overtime rate (whichever is applicable) as specified in Clauses A-1, B-1 and C-1 (whichever is applicable).

Explosive pay only applies to personnel working the vessel which contains explosives in all ports other than Sunny Point and St. Marys. All other port practices remain the same.

**5.(D)** A differential of 50 cents per hour in straight time and 75 cents per hour in overtime will be added to the rates specified in Clauses A-1, B-1 and C-1 (whichever is applicable) for personnel actually working in the holds where equipment powered with internal combustion engines is in use. The provisions of this clause are waived when adequate blowers are in use. Adequate blowers shall meet the requirements of Paragraph 1504.93 of the Federal Safety and Health Regulations for Longshoring.

**5.(E)** None of the differentials provided above shall be paid unless the personnel are so employed for fifteen minutes or more of continuous work.

**6.** Personnel assigned to hatches handling cargo damaged by fire, water or oil, where such damage causes unusual distress or obnoxious conditions, or where such damage results in cargo being in unnatural form to the extent of causing unusual distress or obnoxious conditions, shall be paid double the straight time or overtime rate specified in Clauses A-1, B-1 and C-1 (whichever is applicable).

Personnel assigned to hatches handling cargo where obnoxious odors are present and these obnoxious odors are not inherent in the type of cargo shall be paid double the straight time or overtime rates specified in Clauses A-1, B-1 and C-1 (whichever is applicable).

Damaged cargo rates shall not be paid when sound cargo is handled from such compartments where the obnoxious conditions no longer prevail.

Damaged cargo rates shall not be paid for wet cargo if the cargo has dried out sufficiently so that no unusual distress is caused and no obnoxious conditions prevail.

**7.(A)** When vessels are worked because of fire or where property is in danger on any of the four "no work" holidays, double the straight time rates as specified in Clauses A-1, B-1 and C-1 (whichever is applicable) will be paid. Where such work is under the conditions specified in Clause 6, double the overtime rates as specified in Clauses A-1, B-1 and C-1 (whichever is applicable) will be paid.

**7.(B)** On Election Day when employees go to work at 7:00 A.M. or 8:00 A.M. starts, they must be relieved by 5:00 P.M. to have time to vote. Employees reporting for work on 1:00 P.M. starts will vote prior to reporting for work. Employees may be let off or staggered to accommodate the ability for all personnel to have time to vote. Employees will return to work at 7:00 P.M. with the continuation of the original order if so required.

**8.(A)** The phrase "personnel ordered" as used herein is understood to apply only to new orders. It is not considered a new order when employment is interrupted solely due to meal period, the Savannah payday period, or when employees are shifted between job classification or job locations by an Employer. In the event employees are not kept on the payroll but are released by an Employer and ordered back for a subsequent starting time, it is considered a new order. For starts at 7:00 P.M. for which employers order new gangs of longshoremen, or for which replacement gangs are ordered, they shall also order the required clerks and checkers as a new order and guarantee.

**8.(B)** Any work remaining to be done at 7:00 A.M. after personnel have worked through the night from 7:00 P.M. the previous evening shall normally be done by fresh employees called out to start work at 7:00 A.M. as replacements for the night personnel. However, the night personnel shall continue to work beyond 7:00 A.M. whenever:

(a) Qualified fresh personnel are not available, or

(b) The work remaining to be done at 7:00 A.M. is not more than four hours (personnel working beyond the four hours shall be paid at an applicable guarantee - on container ships, a person working past 11:00 A.M. will get 8 hours guarantee from 8:00 A.M. that morning; on break bulk and bulk ships, a person working through the night and past 11:00 A.M. will be guaranteed four hours from 11:00 A.M., or

(c) In the event rain or mechanical failure during the night prevents a vessel that would have completed with the night gangs from finishing the Union agrees to furnish emergency personnel if the Employer places the order at or before 7:00 A.M.

**9.** When personnel are required to work outside the port limits as defined below, adequate transportation shall be furnished by the employer at his expense and the employee shall be paid from the time they leave until they return to the starting point.

For the purposes of this contract, the port limits are defined as the boundaries of the area extending from the mouth of the Savannah River along both sides of the Savannah River to the I-95 Bridge and the city limits as the boundaries of the area from the East Coast Terminal wharf (old ACL wharf) extending along the southern side of the Savannah River to the Union Camp Plant wharf. If the port expands beyond the port limits as set forth above during the life of this contract, the port limits as defined in this section will be extended to include that expansion.

When requested by an Employer to use their personal vehicles during the performance of their duties at the container facilities at Garden City Terminal and Ocean Terminal, the clerks so using their vehicles will be reimbursed by the Employer for said use on the following basis:

1. Chief clerks and Assistant Chief clerks on Vessels only, requested by the Employer to use their vehicles assembling and working vessels – an additional \$30.00 per day. Above covers a regular work day, if a second meal break is taken, ½ of the above would be payable.
2. All other clerks requested by the Employer to use their vehicles for vessel use – an additional \$30.00 per day. Above covers a regular work day, if a second meal break is taken, ½ of the above would be payable.
3. All other clerks requested by the Employer to use their vehicles for other than vessel use – an additional \$30.00 per day. Above covers a regular work day, if a second meal break is taken, ½ of the above would be payable.

4. Clerks upgraded by the Employer for other than vessel use before the meal break will receive \$30.00 if requested to use their vehicles. Clerks upgraded after the meal break will receive \$15.00 if requested to use their vehicles by the Employer. If a second meal period is taken ½ of the above would be payable.
5. An Employer shall assume liability for a clerks vehicle for such time as the vehicle is, at the direction of the Employer, utilized for the performance of the duties set forth above.

**10.** Personnel shall be paid on a 30 minute basis and when they work five minutes or more of any 30 minute period they shall be paid for the full 30 minutes.

**11.(A)** The following meal hours are to be observed:

Breakfast.....6:00 A.M. to 7:00 A.M.  
Mid-Day Dinner.....12:00 Noon to 1:00 P.M.  
Supper.....6:00 P.M. to 7:00 P.M.  
Midnight Lunch.....12:00 Midnight to 1:00 A.M.

**11.(B)** Employers will make arrangements to furnish drinking water in a sanitary manner to the employees on the ship and on the dock. Ice water and sanitary cups will be supplied by the Employers.

**12.(A)** Payrolls shall be closed at 8:00 A.M. on Monday and while the official pay period is between 6:00 P.M. and 7:00 P.M. on Wednesday the Employers agree to make employee's pay available from 11:00 A.M. to 7:00 P.M. on Wednesday at a centralized payroll location at the Garden City Terminal of the Georgia Ports Authority. Employees shall be paid by check with the check stub or voucher including the following information:

Employee's name, Social Security number, date of payment, total hours worked in pay period and cumulative hours worked in the contract year as well as the normal details of deductions and hourly pay rates for hours compensated by the check.

**12.(B)(1)** Subject to the limitations of applicable State and Federal laws, the Employer agrees to deduct from the wages of the Employees working under this Agreement National, District and Local Union Fees and contributions to the I.L.A./AFL-CIO Committee on Political Education, provided, however, that there first be presented to the Employer, a signed, dated and witnessed authorization of the Employee authorizing such deductions from his/her wages and authorizing payment of the same directly to the appropriate entity. Such authorization shall contain such Employees' Social Security Number.

**12.(B)(2)** The Employer agrees to make remittances on a weekly basis seven days following the payroll of the amounts deducted from employee's wages. An Administrative fee of 2% of the check-off will be deducted by the Employer. The National and District Union Fees to be sent to I.L.A. headquarters in New York, New York; Committee on Political Education Union Fees to be sent to I.L.A. headquarters in New York and the balance of the union fees sent to the office of Local I.L.A. Should an Employee revoke the authorization, the Employer further agrees to immediately notify the Local I.L.A. office.

**12.(B)(3)** Local 1475 and the I.L.A. agrees to defend, indemnify and save the Employers harmless against and from all claims, demands, suits or other forms of liability that arise out of or by reason of action taken or not taken by the Employer in reliance upon or compliance with any provision of this Clause 12.

**13.(A)** Each Employer reserves the right to choose his Employees from among the personnel available and qualified. Without in any way restricting this right, this will be done in accordance with Section 14 of this Agreement.

The Employer also reserves the right to hire and discharge. It is recognized that the Employer has the right to utilize personnel in the combination of job classifications for which they are qualified, providing that they receive the pay rate of the highest job classification in which they are employed during their work shift.

**13.(A)(2)** The point of rest referred to in Clause 13(A)(1) of the Local 1414 agreement is defined as follows on general cargo:

- (a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.
- (b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.
- (c) On cargo other than bulk commodities landed directly from the vessel to trucks or rail cars for movements only within the terminal area to ground storage, the point of rest is that point within the terminal area where the cargo is grounded.

**13.(B)** Neither party shall uphold incompetency, shirking of work, insubordination or the use of abusive language and personnel guilty of these offenses shall be dealt with as circumstances require.

Persons guilty of misconduct offenses shall be dealt with as follows:

## **1. PILFERAGE**

The I.L.A. Locals parties hereto agree to make every effort to prevent pilferage or broaching of cargo, and any person found guilty of such broaching, or pilfering, or knowingly having broached or pilfered cargo in his/her possession, will be disciplined as follows:

### **PENALTIES:**

**First Offense** - Sixty (60) days suspension from work through any and all I.L.A. Hiring Halls covered under this Agreement.

**Second Offense** - Ninety (90) days suspension from work through any and all I.L.A. Hiring Halls covered under this Agreement.

**Third Offense** - Permanent suspension from work through any and all I.L.A. Hiring Halls covered under this Agreement.

## **2. VIOLENCE**

### **(A) Display or Possession of Weapons**

When anyone employed under the terms of this Agreement, or in the exercise of any official capacity under the terms of this Agreement, is found guilty of displaying or knowingly possessing a dangerous weapon at any facility normally considered a work place under this Agreement, the following penalties shall apply:

**First Offense** - Sixty (60) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

**Second Offense** - Ninety (90) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

**Third Offense** - Permanent suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

### **(B) Physical Assault With a Dangerous Weapon**

Anyone employed under the terms of this Agreement, or in the exercise of any official capacity under the terms of this Agreement found guilty of deliberately physically assaulting another individual with a dangerous weapon at any facility normally considered a work place under this Agreement, shall be immediately and permanently suspended from employment through any and all I.L.A. Hiring Halls and such official capacity covered under the terms of this Agreement.

**(C) Battery**

"Battery" - When anyone employed under the terms of this Agreement or in the exercise of any official capacity under the terms of this Agreement is found guilty of beating or using physical violence on a person, without that person's consent, the following penalties shall apply:

**First Offense** - Sixty (60) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

**Second Offense** - Ninety (90) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms and conditions of this Agreement.

**Third Offense** - Permanent suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Offenses which occurred more than three (3) years prior to the date of an offense, shall not be considered in determining the appropriate misconduct penalty for the latest offense.

**3. INTOXICATION**

When anyone employed under the terms of this Agreement or in the exercise of any official capacity under the terms of this Agreement is found guilty of being intoxicated at any facility normally considered a work place or bringing intoxicants on the premises at any facility normally considered a work place under this Agreement, the following penalties shall apply:

**First Offense** - Sixty (60) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

**Second Offense** - Ninety (90) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

**Third Offense** - Permanent suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Offenses which occurred more than three (3) years prior to the date of an offense, shall not be considered in determining the appropriate misconduct penalty for the latest offense.



#### **4. POLICY ON DRUGS**

##### **PURPOSE:**

The South Atlantic Employer's Negotiating Committee and the South Atlantic and Gulf Coast District, International Longshoremen's Association, and its affiliated locals from Wilmington, Sunny Point, Morehead City, Charleston, Georgetown, Savannah, Brunswick, Jacksonville, Tampa and Port Manatee recognize that the state of an employee's health affects his/her job performance, the kind of work he/she can perform, as well as an individual's opportunity for continued employment. The Parties also recognize that drug abuse ranks as one of the major health problems in the world. It is the intent of this policy to provide guidelines for consistent handling of drug situations throughout the South Atlantic.

##### **POLICY:**

The Parties are concerned with those situations where use of drugs interferes with an employee's health and job performance, adversely affects the job performance of others, or is considered to be detrimental to the marine cargo handling business. There is no intent to intrude upon the private lives of employees.

Early recognition and treatment of chemical dependency problems is important for successful rehabilitation; economic return to the industry, and reduced job disruption. The Parties support sound drug abuse treatment and rehabilitation efforts, and it is agreed that constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal industry benefits, such as the group medical plan, in many cases are available to give help in the rehabilitation process.

##### **EARLY RECOGNITION:**

For the purpose of interpretation it is agreed by all parties that for any employee to be eligible for treatment and rehabilitation under the "Policy on Drugs" he must first be eligible for the benefits. Employees not covered for benefits must pay all expenses for rehabilitation.

##### **LEGAL DRUGS:**

The use of any legally obtained drug to the point where such use adversely affects the employee's job performance, is prohibited. This prohibition covers arriving on the work premises with detectable levels of any drug which adversely affects the employee's job performance, including the use of prescribed drugs under medical direction. Where the physician-directed use of drugs adversely affects job performance, it is in the best general interest of the employee, co-workers, and the industry that employees stay home.

It is hereby specifically understood that violations involving alcohol shall continue to be handled in accordance with Paragraph 13(B) of the Collective Bargaining Agreement.

It is also agreed that under clause 13(B) of the present Collective Bargaining Agreement the blood alcohol level to be used in determining if an employee is intoxicated shall be that level established by law in the state involved.

When an individual is tested for alcohol and their alcohol level is .04 or above, up to the state limit, that person will be knocked off for the remainder of the day. No charges will be filed for intoxication.

### **ILLEGAL DRUGS:**

Illegal drugs, for the purpose of this policy, include (a) drugs which are not legally obtainable and (b) drugs which are legally obtainable but have been obtained illegally.

The sale, purchase, transfer, use or possession of illegal drugs, as defined above, by employees on the work premises or while on employer business is prohibited. Arriving on the work premises with detectable levels of any illegal or illegally obtained drugs is prohibited. This prohibition applies to any and all forms of narcotics, depressants, stimulants, or hallucinogens whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

### **POLICY ENFORCEMENT:**

A drug test may be required upon reasonable notice made through the Maritime Association whenever work place factors give good faith reason to question the ability of an employee to properly and safely perform his/her job and whether drugs may be a factor. These factors may include physical appearance, behavior, or other job-related circumstances. Tests shall also be required for new employees (e.g., Stabilization and Decasualization Criteria), employees with safety sensitive jobs (e.g., Manpower Development), after on the job accidents and after evaluation or treatment for substance abuse.

### **PENALTIES FOR VIOLATING POLICY:**

Any person found in violation of this policy regarding illegal drugs or who refuses to submit to a drug test, refuses to sign the required consent form or post treatment agreement shall be removed from the job and be suspended from employment through any and all hiring halls for a period of ninety (90) days. A second offense shall result in permanent suspension from employment.

When it is determined that an employee is suffering from a drug abuse problem, efforts will be made to assist the employee in seeking proper treatment and rehabilitation using available resources.

Anyone found guilty of possession, use of, or other dealings in narcotics or other illegal substances (other than drugs which have been prescribed by a licensed physician) while employed under the terms of any Collective Bargaining Agreement between the Parties or any Memorandum of Understanding, or any other Agreement between the Parties shall be immediately suspended from employment for a period of ninety(90) days. A second offense shall result in permanent suspension from employment.

Anyone found guilty of providing a urine specimen to another person who is being drug tested or interfering in the testing process will be penalized as follows:

- First Offense.....7 days suspension from work
- Second Offense.....14 days suspension from work
- Third Offense.....30 days suspension from work

Under the provisions of the "Policy On Drugs" any person found in violation for the first time of the "Policy" who seeks and receives treatment through a recognized and accredited rehabilitation center will be allowed to return to work when in the opinion of the personnel at the treatment center involved that individual is ready to return to work. But under no circumstances will the individual be allowed to return before thirty (30) days.

A written statement from the treatment center involved stating that the individual has satisfactorily completed treatment will be required before returning to work.

Any individual who does not complete the required treatment program will not be allowed to return to work until the required ninety (90) day suspension has been completed.

Individuals who do not obtain treatment as described above will be suspended for ninety (90) days. A second offense shall result in permanent suspension from employment.

A refusal to be tested shall be grounds for immediate discharge and immediate suspension from employment for a period of ninety (90) days. A second violation or offense shall result in permanent suspension from employment.

It is understood and agreed that all of those actively working under the terms of any Collective Bargaining Agreement between the Parties or any Memorandum of Understanding or any other Agreement between the Parties shall have the right to request referral to an approved program for treatment or to be tested and any employee whose test results thereof are positive shall be required to immediately report to an approved program for treatment. If such employee participates in and successfully completes the required approved rehabilitation program, that employee may be reinstated. Any additional positive test shall be grounds for immediate and permanent discharge and permanent suspension from employment.

Any individuals who seek reinstatement shall be required to sign a written agreement that for a period of three (3) years from the date of reinstatement that they will agree to take random drug screen tests upon reasonable notice made through the Local Welfare Fund office.

### **Third Chance:**

In those circumstances where an employee has been terminated from the industry in accordance with any such plan during the life of the current contract and has remained drug-free for one (1) year, such individual will be eligible for a third and final chance for reinstatement in the industry subject to the following terms and conditions which must be determined locally.

1. The former employee must provide proof of successful completion of a rehabilitation program resulting in the individual being drug-free for the last twelve (12) months prior to application for reinstatement.
2. Reasonable criteria in each port or district shall be established under which the individual shall prove their drug-free status, including periodic testing.
3. Application for reinstatement after the second offense must be made within sixty(60) days from the date of termination.
4. Once reinstated, the individual will be subject to random testing, and any further violation shall ban the employee for life.

The programs now in effect should include the following provisions:

1. Any test shall allow for the splitting of the sample. In a positive test the employee would have the right to request a retest done at another approved laboratory.
2. The costs of performing drug and alcohol tests will be paid by the employer or the employer association.
3. It is further agreed that each plan may have mandatory random testing of all crafts. The terms and conditions of such random testing will be determined by the local parties.

### **DRUG POLICY CRITERIA FOR REINSTATEMENT (Amended March 12, 2002)**

1. When an employee has been terminated from the industry in accordance with the Drug Policy and remains drug-free for one (1) year, such individual will be eligible for a third and final chance for reinstatement in the industry subject to the following terms and conditions.
2. Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination. The one year monitoring period will begin on the date application is made for reinstatement. The testing and grievance procedure governing the drug policy will be in effect during this one-year period.
3. The following will be required for a former employee to prove they have remained drug free for the last twelve (12) months prior to reinstatement in the industry.

- a. The employers will have the right to have up to 24 Random tests during the twelve month period.
  - b. Successful completion of a rehabilitation program and at least weekly attendance.
  - c. If an employee tests positive during the suspension, fails to take a random test or does not attend a weekly rehabilitation program he/she would be banned from the industry for life.
4. Once reinstated, the individual will be subject to random testing, and any further violation shall ban the employee for life.

A Random Drug Testing Program will be administered as per the **Random Drug and Alcohol Testing Policy dated August 23, 2004** below:

1. This policy shall apply to all ILA crafts covered by the deep-sea South Atlantic contract as well as related supervisory and management personnel. All such personnel shall be subject to random testing pursuant to this policy.
2. The term “random test” shall mean drug and alcohol tests administered to personnel who are selected by a random process where by each of the employees subject to such testing has an equal chance of being selected each time selections are made.
3. The selection of employees for random testing shall be made by a computer based random number generator that is matched with the individual’s social security number, payroll identification number or other comparable identifying number (a port security number) or the last six digits of the employee’s social security number will be used to determine who will be tested. The testers will roll a six-sided die to identify the position within the social security number. A ten-sided die will be rolled to identify the designated number that will be matched to each person’s social security number. All personnel with social security numbers containing the selected number in the position will be tested. There will be only one designated number chosen at each operation. However, there shall be no set number of employees to be tested. The system selected must be completely random. The bargaining parties will ensure absolute objectivity by generating statistically valid, randomly selected lists of employees.
4. The employers will be responsible for notifying the drug testing facility when and where operations are working. The drug-testing provider will determine the date, operation and shift for personnel to be random tested.
5. A full list (timesheets) of personnel who are working, including their social security numbers, will be obtained from the stevedore/header/timekeeper. Social security numbers of company personnel assigned to the operation will be provided to the testers by the employer.
6. The testing will consist of an instant test administered on-site. Positive on-site tests will be sent to a laboratory for confirmation. A Breathalyzer test for alcohol will be administered also.

7. The cost of the selection system and resulting tests shall be borne exclusively by the employer.
8. There will not be less than four (4), nor more than twenty-four (24), dates each contract year per port on which random testing may be conducted.
9. On a date on which random testing is to be conducted, a group of employees shall be randomly selected for testing from the entire pool of employees working on that day by the independent testing agency selected, and in accordance with the procedures mutually agreed upon, by the local bargaining parties. (See #1, #3 and #5)
10. Testing shall be conducted consistent with the procedures of such examinations set forth on "Policy on Drugs" in the collective bargaining agreement between the South Atlantic Employer's Negotiating Committee and the South Atlantic & Gulf Coast District of the International Longshoremen's Association. (South Atlantic Agreement).
11. All rules, enforcement provisions and penalties governing the "Policy on Drugs" set forth in the South Atlantic Agreement. Paragraph 13(B)(4) shall apply to all personnel covered by the South Atlantic Agreement. Company personnel tested pursuant to this agreement shall be subject to the employer's policies.
12. Once the drug-testing provider arrives at the job site, personnel shown on the time sheets who leave without proper permission or personnel selected for testing who are notified of such selection and then subsequently leave the job site without submitting to the test shall be deemed a positive test in accordance with the existing Drug Policy. Anyone who leaves with proper permission must be tested within twenty-four (24) hours. Testing will be in accordance with the procedures mutually agreed upon by the local bargaining parties.
13. Upon notification of selection, a person shall be allowed one hour to provide a urine sample. Only if a urine sample cannot be provided, an alternative method agreed to by the local parties will be taken. Refusal to submit shall be deemed a positive test in accordance with the existing Drug Policy. The alternative method will be hair or saliva.
14. Disputes arising from the administration of this program shall be subject to the grievance procedure.
15. The District bargaining parties shall review the implementation of this agreement on a quarterly basis and make adjustments as necessary.
16. Should the local bargaining parties of any port be unable to reach agreement on the selection of an independent testing company and /or the terms of implementation, the unresolved issues shall be referred to the District negotiators at the August 2004 District meeting.
17. Nothing in this agreement shall diminish the rights and responsibilities of the parties as set forth in the South Atlantic Agreement.

18. A representative from the union or their designee shall be present for the testing process.

**GRIEVANCE PROCEDURE:**

It is understood and agreed that any and all disputes involving this Policy and/or Program, including interpretation or application, shall be resolved solely under the Grievance Procedure and Arbitration clauses in the various Collective Bargaining Agreements. Resolutions reached on any and all disputes under the Grievance Procedure and Arbitration clauses in the various Collective Bargaining Agreements shall be binding on all parties.

**PROCEDURE OF EXAMINATION:**

The drug test blood/urine specimen will be tested for the following classes of drugs, among others:

Amphetamines	Ethanol
Barbiturates	Methadone
Benzodiazepines	Methaqualone
Cocaine	Opiates
Cannabinoids	Phencyclidine
	Propoxyphene

Scientifically recognized chemically distinct analytical methods will be used by qualified laboratories for specimen testing.

Employees will sign a written consent to the drug test and release of information form. Urine samples will be taken in view of collection personnel and the employee and collection personnel will sign the "Chain of Custody" form. The results of drug tests will remain confidential and discussed only on a "need to know" basis. Persons testing positive shall agree to be periodically tested to insure compliance with the above policy. Results of drug tests, positive or negative, will be kept in a file separate from personnel files at the office of the Employer involved for three (3) years and will then be destroyed.

**5. ENFORCEMENT**

An individual shall be subject to the penalties provided herein when found guilty of any misconduct charges listed above when his guilt is established by a forum properly constituted under Union By-Laws and/or Hiring Hall procedures, by a committee or arbitrator as provided under the grievance and arbitration procedures of this Agreement, or by a court of law or a governmental agency of competent jurisdiction.

Personnel suspended as a result of misconduct shall lose seniority for the period of the suspension. Should any of the misconduct offenses occur in the Hiring Hall areas, it shall carry the same penalty as occurring at the work sites, and a committee of duly appointed or elected persons who work under the terms and conditions of this Collective Bargaining Agreement shall judge the guilt or innocence of persons charged with misconduct in the Hiring Hall area.

**13.(C)** The Management of the Employer's business and the direction of the work forces in the operation of its business are exclusively vested in the Employer as functions of Management.

Except as specifically provided in this Agreement, all of the rights, powers and authority Employer had prior to signing of this Agreement are retained by Employer.

**14.** Seniority rules shall be decided and enforced on a local basis.

**15.(A)(1)** During the term of this Agreement, the Employer agrees that there shall be no lockouts of the members of the Union, and Union agrees that there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slowdown, or any other interruption or stoppage, total or partial, of the Employer's operation for any cause whatsoever; such causes including but not limited to unfair labor practices by the Employer or violations of this Agreement. The right of Employees not to cross a bona fide picket line is recognized by the Employer. The Union shall not be financially responsible for strikes or walkouts not authorized or assented to by the Union.

**15.(A)(2)** If the Administrator of any fund established under the terms of this Agreement determines that an Employer is delinquent in paying the requisite assessments, contributions, royalties or other required payments to the fund when due, he shall immediately notify the Union party hereto with copy to the delinquent Employer. If within 7 days the Employer does not either convince the Administrator he is in fact not delinquent or pay the delinquent account, the Union will be released from its obligations under Clause 15(A)(1) to continue to work for that Employer and shall not dispatch personnel to that Employer until the delinquency is ended. The Employer shall be liable not only for the amount of the delinquency, but for attorney fees, auditing fees, court costs and all other related collection expenses. In the event of disagreement as to the applications of the above, the dispute shall be settled as a grievance under the procedure of Clause 15(B), but omitting the Port Grievance Committee and being referred directly to the District Grievance Committee.

**15.(B)** Matters under dispute which cannot be promptly settled between the Local and an individual Employer shall, no later than forty-eight hours after such discussion, be referred in writing covering the entire grievance to a Port Grievance Committee composed of one member from a company not involved in the dispute, The Port Employer member of the Joint Negotiating Committee, the Port Union member of the Joint Negotiating Committee and a Union member not involved in the



previous attempts to settle the dispute. In the event this Port Grievance Committee cannot reach agreement within five (5) days after receipt of the complaint, the written record of dispute shall be referred to the Joint Negotiating Committee, which will function as a District Grievance Committee on the following basis:

There must be present at the Grievance Committee meeting at least three regular Employer members and three regular Union members, in addition to the members from the Port originating the dispute as these latter members may participate in the discussion but may not vote. Each side shall have four votes, and if the fifth member of either side is absent he shall authorize his vote to be cast by one of the voting members in attendance. This Grievance Committee shall meet at least quarterly, and in the case of urgent matters it shall make every effort to meet as soon as possible.

A majority decision of this Committee shall be final and binding on both parties and on all Employers signing this Agreement. In the event the Committee is unable to reach a majority decision within seventy-two (72) hours after meeting to discuss the case, it shall employ a professional arbitrator whose expenses and fees, as well as those of any expert witnesses required by the arbitrator are to be borne jointly by the Management and the Union of the Port concerned. Should the Committee be unable to agree on selection of an arbitrator, they shall request the assistance of the Federal Mediation and Conciliation Service in designating a suitable arbitrator. Expenses of the Employer members of the District Grievance Committee are to be borne by the Port Employers, and the Union members of the District Grievance Committee by the I.L.A.

In the selection of an arbitrator, thought will be given to a person who is knowledgeable and familiar with the problems of the longshore industry.

Any decision in favor of an Employee involving monetary aspects or discharge shall require the Employer involved to make financial restitution from the time of the complaint concerned, whereas decisions involving working methods or interpretations shall take effect seventy-two (72) hours after being rendered.

**15.(C)** The above mentioned Joint Negotiating Committee shall consist of any Employer's side of five members, one each from Wilmington, North Carolina; Charleston, South Carolina; Savannah, Georgia; Jacksonville, Florida and Tampa, Florida; and a Union side of one I.L.A. representative from each of these ports.

Each Employer vacancy shall be filled by the Port with the vacancy, and each Union vacancy shall be filled by the port with the vacancy.

**15.(D)** The Joint Negotiating Committee, upon written request of any Employer signatory to this Agreement, or any Local covered by this Agreement shall determine whether new commodities or new types of packing present hazards or discomforts in handling which make it necessary to add such items to now existing penalty classifications. Such decisions shall be final and binding on all signatories to this Agreement, but where no majority decision is reached by the Committee, this shall constitute a denial of such addition.

**15.(E)** It is understood and agreed that there will be no changes made in the Agreement except by mutual consent in writing and with the full knowledge of all members of the Joint Negotiating Committee. All interpretations of this Agreement will be made in accordance with the provisions of Clause 15.

**15.(F)** The Union agrees that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement, the Employers will not be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement. Anything not contained in this Agreement shall not be construed as being part of this Agreement.

**16.** Both parties agree to cooperate with all efforts to provide safe working conditions including such efforts of the United States Department of Labor and of all Portwide Longshore Safety Councils and company safety programs. Where neither such Councils nor such company programs now exist, the parties shall cooperate in establishing one or the other, with meetings to take place at least quarterly.

The requirements of the Occupational Safety and Health Administration shall be binding on both Parties. All personnel reporting for work must be dressed so that no additional hazard is created and must wear safety shoes and hard hats.

It shall be mandatory that each port have a viable, actively working safety program. These programs will be administered by a Joint Committee of Management and Labor in each port and shall utilize the following general work rules; and also encompass safety and health matters arising under various statutes, including the Occupational Safety and Health Act.

**17.** It is the intention and purpose of all parties hereto that no provision or part of this Agreement shall be violative of any Federal or State law.

It is also the intention and purpose of all parties hereto that all provisions or parts of this Agreement relating to containerization and fringe benefits shall be in accordance with the Master Contract.

**18.** All past port practices being observed may be reduced to writing in each port.

A-1. Wages for container and Ro-Ro vessels are as follows:

**CONTAINER WAGES:**

<u>Effective:</u> <u>10/01/04</u>		<u>Effective:</u> <u>10/01/06</u>		<u>Effective:</u> <u>10/01/08</u>		<u>Effective:</u> <u>10/01/09</u>	
<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>
<b>(a) Chief Shipside Clerks: (Head Checker)</b>							
\$29.60	\$44.40	\$30.60	\$45.90	\$31.60	\$47.40	\$32.60	\$48.90
Personnel entering the industry October 1, 1996 to September 30, 2001:							
\$20.60	\$30.90	\$22.60	\$33.90	\$24.10	\$36.15	\$25.60	\$38.40
Personnel entering the industry October 1, 2001 to September 30, 2004:							
\$19.60	\$29.90	\$21.60	\$32.40	\$23.10	\$34.65	\$24.60	\$36.90
Personnel entering the industry October 1, 2004 to September 30, 2006:							
\$17.60	\$26.40	\$19.60	\$29.40	\$21.10	\$31.65	\$22.60	\$33.90
New personnel entering the industry October 1, 2006 to September 30, 2008:							
		\$17.60	\$26.40	\$19.10	\$21.35	\$20.60	\$23.60
New personnel entering the industry October 1, 2008 to September 30, 2009:							
				\$17.60	\$26.40	\$19.10	\$21.35
New personnel entering the industry October 1, 2009 and after:							
						\$17.60	\$26.40
<b>(b) Timekeepers, Plan Clerks:</b>							
\$29.35	\$44.025	\$30.35	\$45.525	\$31.35	\$47.025	\$32.35	\$48.525
Personnel entering the industry October 1, 1996 to September 30, 2001:							
\$20.35	\$30.525	\$22.35	\$33.525	\$23.85	\$35.775	\$25.35	\$38.025
Personnel entering the industry October 1, 2001 to September 30, 2004:							
\$19.35	\$29.025	\$21.35	\$32.025	\$22.85	\$34.275	\$24.35	\$36.525
Personnel entering the industry October 1, 2004 to September 30, 2006:							
\$17.35	\$26.025	\$19.35	\$29.025	\$20.85	\$31.275	\$22.35	\$33.525
New personnel entering the industry October 1, 2006 to September 30, 2008:							
		\$17.35	\$26.025	\$18.85	\$28.275	\$20.35	\$30.625
New personnel entering the industry October 1, 2008 to September 30, 2009:							
				\$17.35	\$26.025	\$18.85	\$28.275
New personnel entering the industry October 1, 2009 and after:							
						\$17.35	\$26.025
<b>(c) T.I.R. Clerks, Bookmen, Cargo Spotters - Sunnypoint only:</b>							
\$29.10	\$43.65	\$30.10	\$45.15	\$31.10	\$46.65	\$32.10	\$48.15
Personnel entering the industry October 1, 1996 to September 30, 2001:							
\$20.10	\$30.15	\$22.10	\$33.15	\$23.60	\$35.40	\$25.10	\$37.65
Personnel entering the industry October 1, 2001 to September 30, 2004:							
\$19.10	\$28.65	\$21.10	\$31.65	\$22.60	\$33.90	\$24.10	\$36.15

Personnel entering the industry October 1, 2004 to September 30, 2006:  
 \$17.10 \$25.65 \$19.10 \$28.65 \$20.60 \$30.90 \$22.10 \$33.15  
 New personnel entering the industry October 1, 2006 to September 30, 2008:  
 \$17.10 \$25.65 \$18.60 \$27.90 \$20.10 \$30.15  
 New personnel entering the industry October 1, 2008 to September 30, 2009:  
 \$17.10 \$25.65 \$18.60 \$27.90  
 New personnel entering the industry October 1, 2009 and after:  
 \$17.10 \$25.65

**(d) Receiving and Delivery Clerks:**

\$28.30 \$42.45 \$29.30 \$43.95 \$30.30 \$45.45 \$31.30 \$46.95  
 Personnel entering the industry October 1, 1996 to September 30, 2001:  
 \$19.30 \$28.95 \$21.30 \$31.95 \$22.80 \$34.20 \$24.30 \$36.45  
 Personnel entering the industry October 1, 2001 to September 30, 2004:  
 \$18.30 \$27.45 \$20.30 \$30.45 \$21.80 \$32.70 \$23.30 \$34.95  
 Personnel entering the industry October 1, 2004 to September 30, 2006:  
 \$16.30 \$24.45 \$18.30 \$27.45 \$19.80 \$29.70 \$21.30 \$31.95  
 New personnel entering the industry October 1, 2006 to September 30, 2008:  
 \$16.30 \$24.45 \$17.80 \$26.50 \$19.30 \$28.75  
 New personnel entering the industry October 1, 2008 to September 30, 2009:  
 \$16.30 \$24.45 \$17.80 \$26.50  
 New personnel entering the industry October 1, 2009 and after:  
 \$16.30 \$24.25

**(e) Weighers, Tallymen, Checkers and Samplers:**

\$28.10 \$42.15 \$29.10 \$43.65 \$30.10 \$45.15 \$31.10 \$46.65  
 Personnel entering the industry October 1, 1996 to September 30, 2001:  
 \$19.10 \$28.65 \$21.10 \$31.65 \$22.60 \$33.90 \$24.10 \$36.15  
 Personnel entering the industry October 1, 2001 to September 30, 2004:  
 \$18.10 \$27.15 \$20.10 \$27.15 \$21.60 \$32.40 \$23.10 \$34.65  
 Personnel entering the industry October 1, 2004 to September 30, 2006:  
 \$16.10 \$24.15 \$18.10 \$27.15 \$19.60 \$29.40 \$21.10 \$31.65  
 New personnel entering the industry October 1, 2006 to September 30, 2008:  
 \$16.10 \$24.15 \$17.60 \$26.40 \$19.10 \$28.65  
 New personnel entering the industry October 1, 2008 to September 30, 2009:  
 \$16.10 \$24.15 \$17.60 \$26.40  
 New personnel entering the industry October 1, 2009 and after:  
 \$16.10 \$24.15

**A-2.** On container and Ro-Ro vessels the basic working day shall consist of 8 hours and the basic working week shall consist of 40 hours. Personnel shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in Clause A-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in Clause A-3, straight time rate shall be paid for any work performed from 8:00 A.M. to 12:00 Noon and from 1:00

P.M. to 5:00 P.M. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in Clause A-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in Clause A-5(A) for work during meal hours.

**A-3.** The following holidays will be observed on container and Ro-Ro vessels:

January 1.....	New Year's Day
January, 3rd Monday.....	Martin Luther King's Birthday
February, 3rd Monday.....	Washington's Birthday
Good Friday.....	Good Friday
May, Last Monday.....	National Memorial Day
July 4.....	Independence Day
September, 1st Monday.....	Labor Day
November 11.....	Armistice Day
November, 4th Thursday.....	Thanksgiving Day
December 24.....	Christmas Eve
December 25.....	Christmas Day
December 31.....	New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day, nor before 7:00 A.M. on the days following these holidays, nor after 3:00 P.M. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 P.M. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve personnel working will be guaranteed eight hours overtime pay.

**A-4.(A)** On container and Ro-Ro vessels regular starting times shall be 7:00 A.M., 8:00 A.M., 1:00 P.M. and 7:00 P.M.

**A-4.(B)** Flex-time may be negotiated on a local port basis, but shall be in accordance with the Master Contract.

In an effort to better utilize facilities and improve service to the shipping public a flex-time may be instituted using the following guidelines. The normal work day shall consist of eight (8) hours from 8:00 A.M. - 5:00 P.M.

Longshore employees, who are employed in support of the expanded hours of gate operations provided for in the Flex-time Agreement in the Master Contract, shall be employed as follows:

- (a) Eight (8) hours of work starting at 6:00 A.M., 7:00 A.M., 8:00 A.M., 9:00 A.M., 10:00 A.M., and 1:00 P.M.

- (b) Meal periods shall be provided for in accordance with local regulations;
- (c) Hours worked prior to 0800 hours and after 1700 hours will be paid at 1.25 of the straight time rate;
- (d) All hours worked in excess of eight (8) consecutive hours within any 24 hour period, excluding meal hours, will be paid at 1.5 of the straight time rate;
- (e) Implementation of the above is subject to similar agreements of other crafts on a local basis.

**A-4.(C)** An additional starting time of 12:00 Midnight is established for "Fully Automated" vessel operations. Gang(s) and/or individual(s) ordered for the 12:00 Midnight starting time shall receive six (6) hours time at overtime rate plus two (2) hours at double overtime rate. Gang(s) and/or individual(s) ordered for 12:00 Midnight starts will not be worked past 7:00 A.M.

**A-4.(D)** All personnel for 7:00 A.M. through 1:00 P.M. starts must be ordered by 5:00 P.M. the previous day. All personnel for 7:00 P.M. and 12:00 Midnight starts must be ordered by 1:00 P.M. the same day. In the event weather or mechanical failure after 7:00 P.M. makes it impossible for night personnel to finish a ship scheduled to complete before 8:00 A.M., the night personnel may be released and ordered back from shipside for a subsequent daytime start for work on that ship only. Personnel ordered for 7:00 A.M. through 8:00 A.M. starts may be cancelled or modified by 5:00 P.M. the previous day.

On container and Ro-Ro vessels personnel ordered for 1:00 P.M. starts may be cancelled or modified no later than 7:00 A.M. Personnel ordered for 7:00 P.M. or 12:00 Midnight starts may be cancelled no later than 4:00 P.M. Personnel ordered to work for 7:00 A.M. or 8:00 A.M. starts may be cancelled or modified no later than one hour before the start when it appears there shall be weather conditions that will prevent commencement of work as planned. If employees are ordered for a new starting time for that day, such order shall be a firm and noncancelable order. In the event the employer cancels 7:00 A.M. or 8:00 A.M. calls one hour before the start due to weather conditions the employees are to receive 4 hours call time at the applicable rate.

**A-4.(E)** Personnel ordered to work shall be paid at straight time or overtime rates, whichever is applicable as specified in Paragraph A-1 provided they report and remain subject to the call of their Employer. Personnel ordered to work shall be paid the following applicable minimum:

Container Ships	- 8 hours
Container Vessels (with 80 moves or less)	- 4 hours
Stuffing/Stripping of containers	- 4 hours

In the event employees are ordered for 7:00 A.M. they shall be paid one hour overtime from 7:00 A.M. to 8:00 A.M. Guarantee begins at 8:00 A.M.

Personnel ordered back for work after a meal hour shall be paid the following applicable minimum with running time thereafter:

Container Ships	- 4 hours
Stuffing/Stripping of Containers	- 2 hours

On container and Ro-Ro vessels personnel who work on Saturdays, Sundays and holidays will be paid a minimum of eight (8) hours overtime.

**A-4.(F)** Personnel ordered for 7:00 A.M. starts on container and Ro-Ro vessels and car carriers shall be paid one hour overtime from 7:00 A.M. to 8:00 A.M. and the minimum shall be computed from 8:00 A.M. The minimum for an 8:00 A.M. start shall be computed from 8:00 A.M.; for 1:00 P.M. starts, 1:00 P.M.; for night starts, 7:00 P.M.

**A-4.(G)** Inasmuch as the work of chief clerks, timekeepers, plan clerks and R/D clerks is not necessarily completed at the time loading and/or discharging gangs are released, then such clerks shall remain until their work is completed.

**A-5.(A)** When working on container and Ro-Ro vessels all meal hours when worked shall be paid for at double the overtime rates specified in Clause A-1 except for the Mid-Day Dinner hours on Monday through Fridays, holidays excepted; and for such Mid-Day Dinner hours double the straight time rates specified in Clause A-1 shall be paid. Meal hour pay is to be continued until employees are released or meal hour is given.

**A-5.(B)** On container and Ro-Ro vessels, when personnel ordered for 7:00 A.M. , 8:00 A.M. or 1:00 P.M. are to work after 7:00 P.M. they must be notified by 4:00 P.M. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 4:00 P.M. delaying the finish the employees will observe the normal supper hour if so ordered and return to complete the vessel.

Weather conditions are defined as including in addition to weather which prevents the working of cargo, weather within the channel at any point between the Sea Buoy and the pier which prevents the docking or shifting of vessels in time to start working as intended, but do not apply to vessels which have not reached the Sea Buoy in time to arrive at the dock for the intended starting time.

If the employees do not wish to remain after 7:00 P.M. the Union must provide new employees for a 7:00 P.M. start if notified prior to 6:00 P.M. to fulfill the guarantee of the original personnel.

**A-6.(A)** The work covered by this Agreement is understood to include the tallying, clerking, checking, weighing, booking (cargo spotting at Sunny Point only), sampling of cargo, assorting of cargo discharged from a vessel, stripping and stuffing of Containers, checking Containers and Barges when being loaded or discharged from the vessel; handled at the time of or in connection with performing Longshore work as defined in Clause 13 of the current Longshore Labor Agreement. It shall also include time keeping duties, directions of clerks and checkers by the Chief Clerk as directed by management, clerking on passenger ships, and field clerks on automated container vessels.

Checkers and clerks shall perform all clerical work on container waterfront facilities which traditionally and regularly has been performed by them including work related to the receipt and delivery of cargo, hatch checking, prestow, (hatch sequence sheet) plan clerking, recording and receipt and delivery of containers received or delivered at waterfront facilities, timekeeping, location and yard work, and demurrage recording, which work shall not be removed from the waterfront facility.

**A-6.(B)** There shall be no interference with Employer's right to designate the number of employees, if any, to be employed, nor the Employer's right to shift personnel from hatch to hatch, ship to ship, dock to ship or ship to dock. A Chief Clerk must be employed whenever two or more Clerks or Checkers are working a ship. An hourly timekeeper must be employed under the terms and conditions of this Agreement and the pay scale designated in Clauses A-1, B-1 or C-1 (whichever is applicable) on fully automated container ships, and when using more than one gang on break bulk general cargo ships, lash ships and lash barges containing break bulk cargo, and one clerk shall be employed on passenger ships and utilized as needed, provided his/her pay is in accordance with paragraph A-1, B-1 or C-1 (whichever is applicable) and is based on the highest skill performed. A checker is to be assigned to each gang handling miscellaneous general cargo, woodpulp, discharging lumber or discharging automobiles from conventional vessels, and to each gang loading or unloading cargo to or from containers (stuffing or stripping) when required at container terminals. Two checkers are to be used when discharging autos from Roll-on/Roll-off vessels. Stowage plans when required by the Employer are to be prepared by the Chief Clerks unless the Employer decides the work load is too great on the Chief Clerk. In that event a Plan Clerk will be hired for the purpose of preparing the stowage plan.

When loading and/or unloading a Ro-Ro vessel with a maximum stowage capacity of more than seventy-five (75) forty foot (40') units, or the equivalent thereof, and the cargo is being handled by means of the ramp, the manning will be the same as for automated container carriers regardless of the type of cargo.

When a Container Gang is ordered for a ship under the Containerization Agreement, the Clerks and Checkers manning scale shall be the same as for a fully automated container vessel. Minimum manning scale for a fully automated container vessel is five Employees for one gang: Chief Clerk, Timekeeper, Plan Clerk (Except discharge only vessels), two Clerks (one to be used as Field Clerk on container vessels) and for each additional gang add two Clerks.

**A-6.(C)** On barges loading or discharging containers, a minimum of two clerks (or checkers) consisting of one Chief Clerk and one Field Clerk will be used and they will do all the work required and they shall receive a guarantee of 8 hours; and when reporting back after a meal hour, they shall



receive an additional 4 hour guarantee. There will be a two (2) hour guarantee when returning from the second meal hour.

**A-6.(D) SMALL BOAT AGREEMENT**

(a) For breakbulk vessels having a capacity of 500 gross registered tons or less (as listed in Lloyd's Registry), or for container vessels with a capacity of 500 TEU or less, a minimum of two clerks (or checkers) consisting of one Chief Clerk and one Field Clerk will be used and they will do all the work required.

Orders shall specify if the vessel is classified as a Small Boat pursuant to any Small Boat Agreement sanctioned by this Agreement.

If the employees do not wish to remain after 7:00 P.M. the Union must provide new personnel for a 7:00 P.M. start if notified prior to 6:00 P.M. to fulfill the guarantee of the original personnel. Personnel ordered for 1:00 P.M. starts need not be so notified.

(b) For Ro-Ro vessels having a capacity of 500 TEU, or less, a minimum of two clerks (or checkers) consisting of one Chief Clerk and one Field Clerk will be used and they will do all the work required.

(c) Clerks ordered under this Small Boat Agreement shall receive a guarantee of 4 hours; and when reporting back after a meal hour shall receive an additional 2 hours guarantee.

**A-7.** The following general safety work rules shall be used as guidelines to set up each port safety program.

**CONTAINER OPERATIONS**  
**GENERAL SAFETY RULES**

1. Personnel working in the immediate area of container handling equipment or in traffic lanes shall wear high visibility equipment.
2. The employer shall direct employees to stay clear of the area beneath a suspended container.
3. No container shall be hoisted if it's actual gross weight exceeds the weight marked or if it exceeds the capacity of the crane.
4. Containers shall not be hoisted unless all engaged chassis twist locks are released.
5. Adequately illuminate all walking and working areas.
6. A safe distance will be maintained between the first two trucks in a container vessel lead or behind any vehicle which personnel are required to work.
7. Pre-plan and establish traffic patterns for working vessels.

8. Permit only those persons considered by the employer by reason of training or experience and who understand the signs, notices and operating instructions to operate any powered equipment.
9. No operator shall operate powered equipment while under the influence of drugs or alcohol, with uncorrected eyesight or hearing, or any medical ailment which may suddenly incapacitate him/her.
10. No haulage equipment will be allowed on the line that has defective brakes, no lights during night operations, no wipers in rain, fuel system leaks or defective exhaust or hydraulic systems. Operator seats will be maintained in safe condition. All other defects will be reported to Employer who will act promptly in obtaining repair.
11. Unauthorized radios and headsets will not be carried on a worksite.
12. Employer will immediately remove personnel from the site of a hazardous cargo leak and ascertain the specific hazard before allowing personnel to re-enter.
13. Tractors are not to be backed in a vessel lead until the area is clear.
14. Personnel are not to be hoisted on the blades of a forklift truck. Safety baskets attached to the forklift mast are to be used.
15. Employer will determine that portable ladders are of adequate strength, are maintained in safe condition, and are of sufficient length to extend 36" above the upper landing surface.
16. Provide a safe location for employees hoisted aloft with sufficient access, guardrails, and an enclosing device at the opening to prevent employees from falling.
17. Do not throw lashing equipment from aloft where a hazard of striking personnel exists.
18. Stow lashing materials and equipment to provide clear working areas and walkways.
19. When operating a tractor, make sure both air hoses are connected from cab to chassis, check to see that the tractor is positively locked to chassis and that the fifth wheel is raised high enough for the landing gear to clear any obstacles on the road. Operate at all times in a safe manner.
20. Employees are not to jump to adjacent container in stow where a hazard of falling exists.
21. No employee shall work on a deck load or lash containers directly adjacent to an open hatch.
22. Personnel shall not walk or work in the aisles adjacent to a container bay being loaded or discharged unless he/she remains a safe distance offshore of the container being worked by the crane.

23. Personnel working aloft should not work on the container immediately abreast of the container being worked. These employees should not sit or walk across edges unnecessarily and work on their knees when working with stacking cones.
24. Support and secure truck trailers and containers on chassis being stuffed or stripped to prevent landing gear collapse and vehicle movement.
25. Be aware of your fellow workers. You are responsible for their safety.
26. All personnel working on the dock should exercise extreme caution when handling automatic twist locks to avoid hand injuries.

**A-8.** The Agreements of “Management” shall set forth the work jurisdiction of employees covered by the said Agreement in the following terms:

Management and the Carriers recognize the existing work jurisdiction of ILA employees covered by their agreements with the ILA over all container work which historically has been performed by longshoremen and all other ILA crafts at container waterfront facilities. Carriers, direct employees and their agents covered by such agreements agree to employ employees covered by their agreements to perform such work which includes but is not limited to

- (a) the loading and discharging of containers on and off ships:
  - (b) the receipt of cargo:
  - (c) the delivery of cargo:
  - (d) the loading and discharging of cargo into and out of containers:
  - (e) the maintenance and repair of containers:
  - (f) the inspection of containers at waterfront facilities (TIR men).
2. Management, the Carriers, the direct employers and their agents shall not contract out any work covered by this agreement. Any violations of this provision shall be considered a breach of this agreement.
  3. The minimum size of the container gang used in loading or unloading containers to or from container ships shall consist of 15.
  4. The minimum number of deepsea longshoremen used in loading or unloading cargo to or from containers (stuffing or stripping) when required at container terminals shall be one deepsea longshoremen and a checker.

**B-1.** Wages per hour, according to job classifications, shall be as follows:

**GENERAL CARGO, BREAKBULK, AND BULK WAGES:**

**Effective 10/01/04:**

**S/T      O/T**

**(a) Chief Shipline Clerks: (Head Checker)**

\$18.10    \$27.15

New Men entering the industry October 1, 1996 and after:

\$15.60    \$23.55

**(b) Timekeepers, Plan Clerks:**

\$17.85    \$26.775

New Men entering the industry October 1, 1996 and after:

\$15.35    \$23.025

**(c) Receiving and Delivery Clerks:**

\$16.80    \$25.20

New Men entering the industry October 1, 1996 and after:

\$14.30    \$21.45

**(d) Weighers, Tallymen, Checkers and Samplers:**

\$16.60    \$24.90

New Men entering the industry October 1, 1996 and after:

\$14.10    \$21.15

**(e)** New persons that work a combination of 700 hours in the various years beginning October 1, 1996 will be paid the base wage of \$16.60 per hour.

**B-2.** On general cargo, breakbulk and bulk vessels the basic working day shall consist of 10 hours and the basic working week shall consist of 40 hours. Personnel shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in Clause B-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in Clause B-3, straight time rate shall be paid for any work performed from 7:00 A.M. to 12:00 Noon and from 1:00 P.M. to 6:00 P.M. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in Clause B-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in Clause B-9(B) for work during meal hours.

**B-3.** The following holidays will be observed on breakbulk vessels and car carriers:

January 1.....	New Year's Day
January, 3rd Monday.....	Martin Luther King's Birthday
Good Friday.....	Good Friday
May, Last Monday.....	National Memorial Day
July 4.....	Independence Day
September, 1st Monday.....	Labor Day
November, 4th Thursday....	Thanksgiving Day
December 24.....	Christmas Eve
December 25.....	Christmas Day
December 31.....	New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day, nor before 7:00 A.M. on the days following these holidays, nor after 3:00 P.M. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 P.M. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve personnel working will be guaranteed eight hours overtime pay.

**B-4.** On general cargo, breakbulk and bulk vessels, regular starting times shall be 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M. 3:00 P.M. and 7:00 P.M. on Monday through Saturday. On Sundays and holidays the starting times shall be 7:00 A.M., 8:00 A.M., 1:00 P.M. and 7:00 P.M.

**B-5.(A)** All personnel for 7:00 A.M. through 3:00 P.M. starts must be ordered by 5:00 P.M. the previous day. All personnel for 7:00 P.M. starts must be ordered by 1:00 P.M. the same day. In the event weather or mechanical failure after 7:00 P.M. makes it impossible for night personnel to finish a ship scheduled to complete before 8:00 A.M., the night employees may be released and ordered back from shipside for a subsequent daytime start for work on that ship only.

Clerks ordered for 7:00 P.M. starts may be cancelled no later than 4:00 P.M., 5:00 P.M. for weather and non arrival as per Clause B-8, but no reduction in the number of employees so ordered for a particular ship may be made.

**B-5.(B)** On breakbulk vessels personnel ordered for 7 a.m. and 8 a.m. starts may be cancelled two hours prior to starting time. Personnel ordered for 10 a.m., 1 p.m. and 3 p.m. may be cancelled by 7 a.m. These cancellations refer to weather and non arrival of vessel. If personnel are ordered for a new starting time for that day, such order shall be a firm and noncancellable order.

**B-5.(C)** On vessels with Ro-Ro ramps that handle general cargo which is lifted on/off using ship's gear or shore cranes, the manning, wages and guarantees will be the same as general cargo. All cargo handled over the ramp will be based on automated manning, wages and guarantees.

**B-6.** Personnel ordered to work shall be paid at straight time or overtime rates, whichever is applicable as specified in Paragraph B-1 provided they report and remain subject to the call of their Employer. Personnel ordered to work shall be paid the following applicable minimum:

Break Bulk Ship	-4 hours
Bulk Ships	-4 hours

Personnel ordered back for work after a meal hour shall be paid the following applicable minimum with running time thereafter:

Break Bulk Ships	-2 hours
Bulk Ships	-2 hours

On general cargo, breakbulk and bulk vessels the following minimums shall apply:

- Saturday .....4+2 at overtime rate.
- Sunday .....4+4 at overtime rate.
- Holidays .....8 hours at overtime rate.

**B-7.** Inasmuch as the work of chief clerks, timekeepers, plan clerks and R/D clerks is not necessarily completed at the time loading and/or discharging gangs are released, then such clerks shall remain until their work is completed.

**B-8.** On vessels working nothing but bulk cargo when night personnel are not to work beyond 7:00 A.M. or when day personnel are not to work beyond 7:00 P.M., the Breakfast or Supper hour will not apply.

**B-9.(A)** When working on general cargo, breakbulk, car carriers and bulk vessels all meal hours shall be paid for at one and a half times the prevailing rates specified in Clause B-1. Meal hour pay is to be continued at one and a half times the prevailing rate until employees are released or meal hour is given.

The rate of pay for working the 6:00 P.M. - 7:00 P.M. meal period on breakbulk vessels Monday through Friday shall be at time and a half, then 2.25 thereafter until employees are released.

When work will not continue after the noon meal period the clerks will be notified by 11.30 AM.

**B-9.(B)** On breakbulk vessels when personnel ordered for 7:00 A.M., 8:00 A.M. are to work after 7:00 P.M. they must be notified by 5:00 P.M. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 5:00 P.M. delaying the finish the employees will observe the normal Supper hour if so ordered and return to complete the vessel.

If the employees do not wish to remain after 7:00 P.M. the Union must provide new personnel for a 7:00 P.M. start if notified prior to 6:00 P.M. to fulfill the guarantee of the original employees.

**B-10.** The work covered by this Agreement is understood to include the tallying, clerking, checking, weighing, booking (cargo spotting at Sunny Point only), sampling of cargo, assorting of cargo discharged from a vessel, stripping and stuffing of Containers, checking Containers and Barges when being loaded or discharged from the vessel; handled at the time of or in connection with performing Longshore work as defined in Clause 13(A)(1) of the current Longshore Labor Agreement. It shall also include time keeping duties, directions of clerks and checkers by the Chief Clerk as directed by management, clerking on passenger ships, and field clerks on automated container vessels.

**B-10.(A)** There shall be no interference with Employer's right to designate the number of people, if any, to be employed, nor the Employer's right to shift employees from hatch to hatch, ship to ship, dock to ship or ship to dock. A Chief Clerk must be employed whenever two or more Clerks or Checkers are working a ship. An hourly timekeeper must be employed under the terms and conditions of this Agreement and the pay scale designated in Clauses A-1, B-1 or C-1 (whichever is applicable) on fully automated container ships, and when using more than one gang on break bulk general cargo ships, lash ships and lash barges containing break bulk cargo, and one clerk shall be employed on passenger ships and utilized as needed, provided his/her pay is in accordance with paragraph A-1, B-1 or C-1 (whichever is applicable) and is based on the highest skill performed. A checker is to be assigned to each gang handling miscellaneous general cargo, woodpulp, discharging lumber or discharging automobiles from conventional vessels, and to each gang loading or unloading cargo to or from containers (stuffing or stripping) when required at container terminals. Two checkers are to be used when discharging autos from Roll-on/Roll-off vessels. Stowage plans when required by the Employer are to be prepared by the Chief Clerks unless the Employer decides the work load is too great on the Chief Clerk. In that event a Plan Clerk will be hired for the purpose of preparing the stowage plan.

When two or more gangs are working a vessel the manning will be one Chief Clerk, one timekeeper and one clerk per gang. It is understood and agreed that the timekeeper may assist other clerical personnel working the same vessel as long as he/she (the timekeeper) does not displace any clerical personnel.

On vessels other than "fully automated vessels" when loading and/or unloading containers, using ships gear or shore-side cranes, floating derricks, with sixty (60) containers or less per day, the four (4) hour guarantee will apply. A two (2) hour guarantee with running time when working containers after a meal hour for the duration of the vessel will apply. When over sixty (60) containers are worked in any one day period the eight (8) hour guarantee at the automated manning and wages will apply.

On other than miscellaneous general cargo, each Employer will continue to use the number of Checkers he formerly customarily used. A Timekeeper employed on a vessel with more than one gang, if vessel works on second day with only one gang, a timekeeper will not be required.

When circumstances are such that tallying is not required, management and the I.L.A. can agree to a reduction of manning.

**B-10.(B)** On barges loading or discharging containers, a minimum of two clerks (or checkers) consisting of one Chief Clerk and one Field Clerk will be used and they will do all the work required and they shall receive a guarantee of 8 hours; and when reporting back after a meal hour, they shall receive an additional 4 hour guarantee. There will be a two (2) hour guarantee when returning from the second meal hour.

**B-10.(C) SMALL BOAT AGREEMENT**

(a) For breakbulk vessels having a capacity of 500 gross registered tons or less (as listed in Lloyd's Registry), or for container vessels with a capacity of 500 TEU or less, a minimum of two clerks (or checkers) consisting of one Chief Clerk and one Field Clerk will be used and they will do all the work required.

(b) For Ro-Ro vessels having a capacity of 500 TEU, or less, a minimum of two clerks (or checkers) consisting of one Chief Clerk and one Field Clerk will be used and they will do all the work required.

(c) Clerks ordered under this Small Boat Agreement shall receive a guarantee of 4 hours; and when reporting back after a meal hour shall receive an additional 2 hours guarantee.

**B-11.** The following general safety work rules shall be used as guide lines to set up each port safety program.

**GENERAL CARGO**

1. The Employer will at all times maintain his gear and equipment in good condition. Damaged or malfunctioning tools and equipment will be removed from service immediately. Gang foreman shall refuse to work with any defective gear.
2. Do not enter hold, decks, compartments or other spaces without adequate illumination.
3. Maintain good housekeeping in areas where personnel are to walk and work. Employees will keep the work area orderly and shall keep unnecessary material from underfoot at all times.



4. A First Aid Kit and one qualified First Aider is to be close at hand. A stokes basket (equipped with hoisting gear), life ring with 90 ft. of line, and a ladder capable of reaching the waterline will be kept nearby each vessel.

5. Gang foreman must enforce these rules, and any worker found guilty of violating these rules or persisting on working unsafely shall be summarily dismissed by gang foreman. They will be replaced by another worker who will respect said rules.

6. No worker shall be allowed to shape up or remain on the job if under the influence of drugs or alcohol or is not physically qualified to safely perform all work to which he is assigned.

7. A known epileptic will not be referred to work unless he/she obtains a physician's written certification on a periodic basis stating that he/she is receiving medication to control or stabilize his/her condition; that he/she has not had a seizure during the period the medication has been administered; that he/she will not, in all medical probability, be susceptible to epileptic seizures while on medication; and that his/her epileptic condition will not otherwise impair his/her ability to perform the tasks required of him/her.

8. Smoking will be permitted on board ship and on piers in designated areas only. Smoking will not be allowed around hazardous cargo.

9. Gang foreman responsibilities: He/she shall be recognized as the key person around whom which the gang is formed. He/she is the one to direct the winch operator and through him/her proper stowing of cargo is assured. The safety of the gang as well as the cargo is up to him/her.

He/she is required to give his/her personal attention to removal of hatch covers and beams. Hatch covers must be piled neatly against bulwark. Hatch covers and beams must be stacked clear of the derrick guy and safely to prevent shifting. When hatch beams cannot be removed when loading or discharging, they must be securely fastened at each end to prevent shifting.

10. Employers will examine the cargo gear register on all vessels to assure that the gear has been properly inspected and tested. The operator will also inspect the equipment that he/she is to use. If winches or any other mechanical equipment are not in good working order, he/she must report the same to foreman.

11. From a safety standpoint, a winch operator shall take orders or signals from one person.

12. If, while operating the winches, the winch operator detects any defect in operation or unsafe condition, he/she will immediately report same to foreman.

13. In rigging ship's standing gear, care must be taken to protect the position of the winch operator against swinging loads that could interfere with safe operation. Winch operators and hatchtenders are not to sit down unless a seat is provided. He/she must not put himself/herself in a position that he/she cannot perform safely, and to take proper signals.

14. When used, save-alls must be of proper length and properly secured.
15. Make sure connection hooks on large shackles are hardened.
16. No worker shall go up or go down hold's ladder while load is swinging in hatch way.
17. The Employer is to insure portable ladders are of adequate strength and in safe condition.
18. Building Loads: When building loads, make sure that no one piece is so placed that it may fall and injure someone.
19. Slinging Up Loads: In slinging up a load, your hands should not be in a position to be caught by sling or bridles.
20. All loads are properly slung before being hoisted and no load to be lifted with a chain having a kink or twist. Personnel are not to stand in the loads line of travel, nor between the load and nearby fixed object, and shall always face the load.
21. Sling loads are hoisted and lowered only when there is no danger of striking a person on the deck or dock, or who is ascending or descending a ladder in their hatch, It is the duty of the foreman and each worker to give warning to those who might be endangered.
22. Stowing of cargo in 'tween deck hatches: When lower holds are empty always leave sufficient space for passage between cargo and open hatch.
23. Lashing gear, crowbars, hammers, etc. shall not be thrown from one level to another.
24. Cargo which is covered and used as a work surface or walking area by employees will be examined for holes.
25. No hatch to double unless the Employer determines there is sufficient space between whips to work safely.
26. Riding of the cargo hook, or any gear (excluding when specially designed for personnel or load attached thereto) is prohibited except in an emergency and under direct supervision of the foreman.
27. Sufficient slings shall be used when loading cotton and slings will be doubled to hook when hoisted from holds.
28. Dust masks should be worn when working any dusty cargo or in a dusty environment.
29. Bulk Cargo: Trimmers are to check in and out of the hold as a safety precaution.
30. Care should be exercised by employees in stacking all commodities regardless of location.

31. All wire preventors to be of sufficient length to run through eye and bit.
32. Stowing hatches and beams: 3 feet space around coaming and 15 feet from fall to fall.
33. There must be a 3 foot clearance around the hatch coaming in 'tween decks where cargo is worked below.
34. Proper ventilation should be provided to keep carbon monoxide concentrations below 50 parts per million (.005%) where internal combustion machines are being used.
35. When portable ladders are in use they shall be kept clear and secured.
36. Safety shoes are recommended, however, under no circumstances shall jogging shoes, tennis shoes or boat shoes be allowed. Proper clothing, covering arms and legs, affords protection against abrasion and laceration.
37. There shall be a telephone at each pier or wharf where vessels are being worked.
38. The safety practices agreed to herein shall be respected and enforced by both parties - premium or penalty pay for purposes of circumventing these practices shall not be paid.
39. When loading cargoes of loose pipe or similar commodities on deck which extend above the height of the hatch coaming or railing, stanchions of sufficient strength for securing the pipe shall be constructed prior to loading. In no case shall the pipe or similar commodity, be stowed above the height of the stanchions.
40. When loading grain, the employers agree to make every effort to secure certificates from the elevator prior to loading ensuring no insecticide residues of a harmful nature are present in the grain.
41. Prior to the start of cargo handling operations a responsible representative of the employer shall ascertain from labels on cargo, from the hazardous cargo manifest, or from other shipping documents, what hazardous cargoes, if any, are to be handled and the general nature of the hazard. He shall inform employees of the general nature of the hazard, the importance of preventing damage to the cargo and special precautions to be taken. Employees are to be told what to do in event of a leak or spill.
42. Make sure all personnel in holds of ships are out before leaving.
43. When employees are required to work on cargo over 8 feet high in vessel hold or deck, suitable fall protection, safety lines or nets are to be placed at exposed edges.

**C-1.** Wages on car carriers are listed as follows:

**CAR CARRIER WAGES:**

	<u>Effective</u>		<u>Effective</u>		<u>Effective</u>	
	<u>10/01/04</u>		<u>10/01/06</u>		<u>10/01/08</u>	
	<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>
(a) Chief Shipside Clerks: (Head Checker)						
	\$27.60	\$41.40	\$28.60	\$42.90	\$29.60	\$44.40
New Personnel entering the industry October 1, 1996 and after:						
	\$15.60	\$23.40				
(b) Timekeepers, Plan Clerks:						
	\$27.35	\$41.025	\$28.35	\$42.525	\$29.35	\$44.025
New Personnel entering the industry October 1, 1996 and after:						
	\$15.35	\$23.025				
(c) Receiving and Delivery Clerks:						
	\$26.30	\$39.45	\$27.30	\$40.95	\$28.30	\$42.45
New Personnel entering the industry October 1, 1996 and after:						
	\$14.30	\$21.45				
(d) Weighers, Tallymen, Checkers and Samplers:						
	\$26.10	\$39.15	\$27.10	\$40.65	\$28.10	\$42.15
New Personnel entering the industry October 1, 1996 and after:						
	\$14.10	\$21.15				

New personnel that work a combination of 700 hours in the various years beginning October 1, 1996 will be paid the prevailing rate on car carriers.

New personnel that work a combination of 700 hours in the various years beginning October 1, 1996 will continue receiving the full car carrier wages while working Ro-Ro cargo on car carrier vessels.

**C-2.** On car carrier vessels the basic working day shall consist of 8 hours and the basic working week shall consist of 40 hours. Personnel shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in Clause C-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in Clause C-3, straight time rate shall be paid for any work performed from 8:00 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M. Monday through Friday, inclusive. Work at all other times, including specified

holidays will be paid for at overtime rates, except as provided in Clause C-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in Clause C-9(A) for work during meal hours.

**C-3.** The following holidays will be observed on car carrier vessels:

January 1.....	New Year's Day
January, 3rd Monday.....	Martin Luther King's Birthday
Good Friday.....	Good Friday
May, Last Monday.....	National Memorial Day
July 4.....	Independence Day
September, 1st Monday.....	Labor Day
November, 4th Thursday.....	Thanksgiving Day
December 24.....	Christmas Eve
December 25.....	Christmas Day
December 31.....	New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day, nor before 7:00 A.M. on the days following these holidays, nor after 3:00 P.M. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 P.M. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve personnel working will be guaranteed eight hours overtime pay.

**C-4.** On car carrier vessels starting times shall be 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M. and 7:00 P.M. on Sunday through Friday and holidays. On Saturday starting times shall be 7:00 A.M., 8:00 A.M., 1:00 P.M. and 7:00 P.M.

When there is a 10:00 a.m. start on Sundays and holidays on car carrier vessels personnel will be guaranteed four (4) hours after the supper meal period.

**C-5.(A)** All personnel for 7:00 A.M. through 3:00 P.M. starts must be ordered by 5:00 P.M. the previous day. All personnel for 7:00 P.M. starts must be ordered by 1:00 P.M. the same day. In the event weather or mechanical failure after 7:00 P.M. makes it impossible for night men to finish a ship scheduled to complete before 8:00 A.M., the night employees may be released and ordered back from shipside for a subsequent daytime start for work on that ship only.

Clerks ordered for 7:00 P.M. starts may be cancelled no later than 4:00 P.M., 5:00 P.M. for weather and non arrival, but no reduction in the number of employees so ordered for a particular ship may be made.

**C-5.(B)** On car carriers, personnel ordered for 7 a.m. and 8 a.m. starts may be cancelled two hours prior to start for weather and non arrival of vessel. Personnel ordered for 10 a.m. and 1 p.m. may be cancelled by 7 a.m. Personnel ordered for 7 p.m. starts may be cancelled by 4 p.m. If personnel are ordered for a new starting time for that day, such order shall be a firm and noncancellable order.

**C-5.(C)** On vessels with Ro-Ro ramps that handle general cargo which is lifted on/off using ship's gear or shore cranes, the manning, wages and guarantees will be the same as general cargo. All cargo handled over the ramp will be based on automated manning, wages and guarantees.

**C-6.** Personnel ordered to work shall be paid at straight time or overtime rates, whichever is applicable as specified in Paragraph C-1 provided they report and remain subject to the call of their Employer. Personnel ordered to work on car carriers shall be paid a minimum of 4 hours.

Personnel ordered back for work after a meal hour shall be paid 2 hours minimum with running time thereafter:

On car carriers the following minimums shall apply:

Saturday .....4+4 at overtime rate.  
Sunday .....8 hours at overtime rate.  
Holidays .....8 hours at overtime rate.

**C-7.** Personnel ordered for 7:00 A.M. starts on car carrier vessels shall be paid one hour overtime from 7:00 A.M. to 8:00 A.M. and the minimum shall be computed from 8:00 A.M. The minimum for an 8:00 A.M. start shall be computed from 8:00 A.M.; for 1:00 P.M. starts, 1:00 P.M.; for night starts, 7:00 P.M.

**C-8.** Inasmuch as the work of chief clerks, timekeepers, plan clerks and R/D clerks is not necessarily completed at the time loading and/or discharging gangs are released, then such clerks shall remain until their work is completed.

**C-9.(A)** When working on car carriers all meal hours shall be paid for at one and a half times the prevailing rates specified in Clause C-1. Meal hour pay is to be continued at one and a half times the prevailing rate until employees are released or meal hour is given.

**C-9.(B)** On car carrier vessels when personnel ordered for 7:00 A.M., 8:00 A.M. are to work after 7:00 P.M. they must be notified by 5:00 P.M. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 5:00 P.M. delaying the finish the employees will observe the normal Supper hour if so ordered and return to complete the vessel.

If the employees do not wish to remain after 7:00 P.M. the Union must provide new personnel for a 7:00 P.M. start if notified prior to 6:00 P.M. to fulfill the guarantee of the original employees. Personnel ordered for 1:00 P.M. starts need not be so notified.

**C-10.** The work covered by this Agreement is understood to include the tallying, clerking, checking, weighing, booking (cargo spotting at Sunny Point only), sampling of cargo, assorting of cargo discharged from a vessel, stripping and stuffing of Containers, checking Containers and Barges when being loaded or discharged from the vessel; handled at the time of or in connection with performing Longshore work as defined in Clause 13(A)(1) of the current Longshore Labor Agreement. It shall also include time keeping duties, directions of clerks and checkers by the Chief Clerk as directed by management, clerking on passenger ships, and field clerks on automated container vessels.

**C-10.(A)** There shall be no interference with Employer's right to designate the number of people, if any, to be employed, nor the Employer's right to shift employees from hatch to hatch, ship to ship, dock to ship or ship to dock. A Chief Clerk must be employed whenever two or more Clerks or Checkers are working a ship. An hourly timekeeper must be employed under the terms and conditions of this Agreement and the pay scale designated in Clauses A-1, B-1 or C-1 (whichever is applicable) on fully automated container ships, and when using more than one gang on break bulk general cargo ships, lash ships and lash barges containing break bulk cargo, and one clerk shall be employed on passenger ships and utilized as needed, provided his/her pay is in accordance with paragraph A-1, B-1 or C-1 (whichever is applicable) and is based on the highest skill performed. A checker is to be assigned to each gang handling miscellaneous general cargo, woodpulp, discharging lumber or discharging automobiles from conventional vessels, and to each gang loading or unloading cargo to or from containers (stuffing or stripping) when required at container terminals. Two checkers are to be used when discharging autos from Roll-on/Roll-off vessels. Stowage plans when required by the Employer are to be prepared by the Chief Clerks unless the Employer decides the work load is too great on the Chief Clerk. In that event a Plan Clerk will be hired for the purpose of preparing the stowage plan.

When two or more gangs are working a vessel the manning will be one Chief Clerk, one timekeeper and one clerk per gang. It is understood and agreed that the timekeeper may assist other clerical personnel working the same vessel as long as he/she (the timekeeper) does not displace any clerical personnel.

On other than miscellaneous general cargo, each Employer will continue to use the number of Checkers he formerly customarily used. A Timekeeper employed on a vessel with more than one gang, if vessel works on second day with only one gang, a timekeeper will not be required.

When circumstances are such that tallying is not required, management and the I.L.A. can agree to a reduction of manning.

**C-11.** The following general safety work rules shall be used as guide lines to set up each port safety program.

**CAR CARRIER VESSEL**  
**GENERAL SAFETY RULES**

1. All drivers will have a valid state drivers license.
2. Safety vests are to be worn when designated by the employer.
3. Employer supplied over-alls will be worn when required.
4. Drivers will adhere to all traffic signals, stop signs etc. unless otherwise directed by authorized flagman.
5. Drivers will not deviate from traffic patterns established by the employer.
6. No smoking, consuming beverages or eating when operating vehicles.
7. No smoking on vessel.
8. Employer will be immediately notified when accidents or injuries occur.
9. Employer reserves right to designate shuttle drivers.
10. All drivers will wear clean work clothes.
11. Lashing gear will be removed from the working area at the employers direction.
12. Drivers will operate vehicles in a safe manner at all times.



**D-1. Agreement covering the working of Cruise Vessels in the ports of Wilmington, Charleston, Savannah and Jacksonville.**

Base Wages:	Effective 10/01/04	\$17.25
	Effective 10/01/06	\$18.00
	Effective 10/01/08	\$18.75
	Effective 10/01/09	\$19.50

<u>Benefits:</u>	<u>Pension &amp; Welfare</u>	<u>Vacation &amp; Holiday</u>	<u>Total Contributions</u>
Effective 10/01/04	\$ 9.20	\$ 0.615	\$ 9.815
Effective 10/01/06	\$ 9.70	\$ 0.615	\$10.315
Effective 10/01/08	\$10.20	\$ 0.615	\$10.815
Effective 10/01/09	\$10.70	\$ 0.615	\$11.315

This agreement will be effective throughout the life of the current South Atlantic & Gulf Coast District Contract. All other terms of the current South Atlantic & Gulf Coast District Contract will apply.

Signed this <sup>th</sup> day of June, 2005.

For the I.L.A. Clerks  
and Checkers Local 1475

For the Georgia Stevedore  
Association

\_\_\_\_\_  
Stephen C. Sims  
President

\_\_\_\_\_  
Stephen W. Zadach  
President

\_\_\_\_\_  
Thomas Tillman, Vice-Pres.

\_\_\_\_\_  
Gary Morelli

\_\_\_\_\_  
H.Curtis Jenkins, III, Bus. Agent

\_\_\_\_\_  
Norman Massey

\_\_\_\_\_  
Gregory Oltmanns

\_\_\_\_\_  
Brad Ziegler

## SAVANNAH CLERKS AND CHECKERS SENIORITY PLAN

To implement the employment of Checkers, Clerks, etc., in the Port of Savannah, Georgia, as provided by Clause 14 of the present Collective Bargaining Agreement of I.L.A. Local 1475, the parties thereto hereby agree to the following:

1. The operation of the Plan shall be governed by a Seniority Board composed of the President and one (1) rank and file member of the I.L.A. Local 1475, and two (2) members of the Georgia Stevedore Association.

2. Any dispute concerning or arising out of the terms and conditions of this Agreement shall be referred to the Seniority Board.

A. This Seniority Board shall act by majority vote, and should they reach a determination in a particular dispute, such determination shall be final and binding.

B. The Board shall hold meetings as necessary.

C. The Seniority Board shall be the sole judge of the sufficiency of the evidence to be considered in the resolution of any dispute brought before them.

D. If the Seniority Board shall be unable to reach a determination in a particular dispute, the dispute shall be resolved under the procedure established under Clause 15(B) of the Collective Bargaining Agreement.

E. The Board shall have authority to determine whether any rules listed herein have been violated, and shall have power to invoke the penalties provided under Paragraph 7 herein.

F. Any dispute or grievance by an individual employee or employer must be submitted to the Board in writing at least 48 hours prior to a meeting. The complaint must be signed by the plaintiff.

3. As used in this Agreement, "continuous service" means that an employee must work a minimum of 700 hours under the Checkers and Clerks Agreement in the port of Savannah each successive contract year following the seniority classification. An employee must continue to maintain 700 hours or more of service under said agreement during future contract years to maintain seniority.

A. Checkers and Clerks, etc., shall be classified by the Seniority Board on the following basis.

**CLASS A:** Class A seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during contract year October 1, 1966 to September 30, 1967, and who have maintained continuous service at such occupation since October 1, 1967.

**CLASS B:** Class B seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1969 to September 30, 1970, and who have maintained continuous service at such occupation since October 1, 1970.

**CLASS C:** Class C seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during contract year October 1, 1970 to September 30, 1971, and who have maintained continuous service at such occupation since October 1, 1971.

**CLASS D:** Class D seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1971 to September 30, 1972, and who have maintained continuous service at such occupation since October 1, 1972.

**CLASS E:** Class E seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1972 to September 30, 1973, and who have maintained continuous service at such occupation since October 1, 1973.

**CLASS F:** Class F seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1975 to September 30, 1976, and who have maintained continuous service at such occupation since October 1, 1976.

**CLASS G:** Class G seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1976 to September 30, 1977, and who have maintained continuous service at such occupation since October 1, 1977.

**CLASS H:** Class H seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1977 to September 30, 1978, and who have maintained continuous service at such occupation since October 1, 1978.

**CLASS I:** Class I seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1982 to September 30, 1983, and who have maintained continuous service at such occupation since October 1, 1983.

**CLASS J:** Class J seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1989 to September 30, 1990, and who have maintained continuous service at such occupation since October 1, 1990.

**CLASS K:** Class K seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1990 to September 30, 1991, and who have maintained continuous service at such occupation since October 1, 1991.

**CLASS L:** Class L seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours in any contract year during the period of October 1, 1991 to September 30, 1996, and who maintain continuous service at such occupation from October 1, 1996.

**CLASS M:** Class M seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1996 to September 30, 1997, and who maintain continuous service at such occupation from October 1, 1997.

**CLASS N:** Class N seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours in any contract year during the period of October 1, 1997 to September 30, 1999, and who maintain continuous service at such occupation from October 1, 1999.

**CLASS O:** Class O seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1999 to September 30, 2000, and who maintain continuous service at such occupation from October 1, 2000.

**CLASS P:** Class P seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 2000 to September 30, 2002, and who maintain continuous service at such occupation from October 1, 2002.

**CLASS Q:** Class Q seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract years October 1, 2002 to September 30, 2003, and who maintain continuous service at such occupation from October 1, 2003.

**CLASS R:** Class R seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 2003 to September 30, 2004, and who maintain continuous service at such occupation from October 1, 2004.

**CLASS S:** Class S seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 2004 to September 30, 2005, and who maintain continuous service at such occupation from October 1, 2005.

**CLASS T:** Class T seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 2005 to September 30, 2006, and who maintain continuous service at such occupation from October 1, 2006.

**CLASS U:** Class U seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 2006 to September 30, 2007, and who maintain continuous service at such occupation from October 1, 2007.

**CASUAL:** Casual seniority shall be enjoyed by those personnel who do not fall within the above classes, were employed as Checkers, Clerks, etc., 700 or more hours during any contract year, and who remain ready and willing to work at all times.

4.A. In determining the above qualification, the following rules shall apply:

- a. As used in this Agreement "Contract Year" shall be defined as any annual period between October 1 and September 30 of the following year.

- b. Employees may receive credit for allowable breaks in service which are due to:
1. Injury or illness (other than through alcohol or drugs) to the extent of becoming eligible for Worker's Compensation or for benefits under the Industry's Welfare Plan.
  2. Absence due to military service provided the individual is reinstated in the Industry in compliance with the requirements of law as to re-employment.
  3. Absence due to service as an officer of the I.L.A. or its subdivision.
  4. Absence due to service in a supervisory or managerial position with a concerned party to the Collective Bargaining Agreement.
  5. Absence for a period not to exceed one year upon advance approval of the Seniority Board when the Board determines a temporary leave to be necessary and not for the purposes of accepting other employment.

B. Credit for allowable breaks in service shall be granted for the purpose of seniority on the basis of four (4) hours for each day of the week in each contract year, with a maximum of 700 hours per contract year.

C. The seniority of an individual shall cease with respect to priority of employment in the event he/she:

1. Voluntarily quits, resigns or retires.
2. Fails to work at least 700 hours unless such failure is allowable within 4(A). Time credited for paid vacations and holidays is not to be credited toward this requirement.
3. Is receiving G.A.I. benefits and accepts employment out of the industry at anytime during the period Monday through Friday, between 8:00 a.m. and 5:00 p.m. or thereafter.

D. The records of the Pension and Welfare Fund shall be the official source of years of service and hours worked and where such records are questioned, the Seniority Board shall have the authority to determine the figures to be used for classification under the Seniority Plan.

5. Any individual reaching the age 70 and is eligible for pension benefits and who wishes to remain in the industry, the Seniority Board must annually agree whether or not he/she is capable of remaining in the industry.

6. In selecting personnel for work covered by the Collective Bargaining Agreement, the following rules must be observed:

A.1. The Local 1475 Hiring Center will dispatch personnel in accordance with the provisions of this Seniority Agreement.

A.2. Providing they are physically qualified, and in the case of personnel, etc., requiring special skills providing they meet the necessary standards of skill, all available personnel in group "A" must be offered employment before the other groups can be considered. Also, when employing personnel for less arduous work, preference will be given to all available older personnel within the group. Should further personnel be required after all available group "A" personnel have been offered employment, the employment will be offered to personnel in group "B" in the same fashion. Employment will continue to be offered through successive groups until all available personnel have been offered employment before personnel without seniority status are employed.

B. To accomplish the above, all personnel shall report their availability as follows: Personnel must report their availability for 7 A.M., 8 A.M. and 1 P.M. starts by 3 P.M. the previous day, except Sundays, and remain available at a given phone number. If not there, they will be assigned a job according to their seniority. Personnel must report their availability for 7 P.M. starts by 12 Noon the same day, except Sundays and no-work days. All persons working during the day will automatically be considered available for the next day. Those persons who do not wish to work should notify the Hiring Center by 3:30 p.m. All persons starting work at 7 P.M. will automatically be considered available for work at 7 P.M. the following night. However, all persons who worked the night before and those persons who have made themselves available to work at 7 P.M. must be able to be contacted by 2:30 P.M. or it will be assumed that they do not wish to work. Personnel who have accepted employment for 7:00 A.M. or 8:00 A.M. starts the next day and work eight (8) or more hours from 7:00 P.M. the previous night or are required to take Midnight Lunch must call the Dispatcher not later than 6:00 A.M. They will be replaced by qualified fresh personnel, if available, except in cases of legitimate ship-side orders.

C.1. Personnel starting work are entitled to remain as long as they are continuously employed. It is not a break in continuity when employment is interrupted by meal periods, payroll or voting periods, or when shifted between job classifications or locations. When personnel are released for other than the above breaks and are ordered back for a subsequent starting time, their re-employment will follow procedures for new employment except that individuals working in the Chief Wharf Clerk, Timekeeper or Plan Clerk capacity shall not be replaced by those in higher groups but shall be retained until completion of the job. This exemption also applies to any individual working as Assistant to the Chief Wharf Clerk and is in addition to the regular complement of personnel. Their continuity shall last no longer than 24 hours or two continuous shifts for vessels starting at 7 A.M., 8 A.M. and 1 P.M. However, they will be replaced sooner if so ordered by the employer. At the end of the above period, they shall have no continuity and will be replaced by qualified fresh personnel, if available, except in cases of legitimate shipside orders. The most hours a night person may

work are 13, from 7 P.M. - 12 x 1 A.M. - 9 A.M. unless qualified fresh personnel are not available. The Assembling Chief Clerk, working during the day, may be ordered that night to Chief Clerk that job at 7 P.M., if all work is to be completed that night and applicable minimum of hours is applied from 7 P.M.\*

C.2. Persons accepting jobs of continuity will be required to complete those jobs. In the event they do not do so, then they shall not be eligible for employment for 24 hours after giving up the job of continuity. Persons holding continuity positions shall not "double over" on a new call if their continuity job is reordered for the next day or night, whichever applies.

C.3. If a previous continuity job is reordered by the employer at some later time and that person who was ordered to that job originally is not employed elsewhere on a job of continuity, that person will be ordered and required to accept the reordered job. If a person is shifted from one continuity job to another or from a non-continuity job to one of continuity during the same applicable guarantee period, he shall not possess continuity for the new job.\*

\*This language has been modified by the Georgia Stevedore Association to conform to the requirements of the Collective Bargaining Agreement.

D. Personnel working during the day and having completed 8 hours, shall have no seniority or new status at 7:00 P.M. Personnel working during the night and having completed eight (8) hours shall have no seniority status at 8:00 A.M. Notwithstanding, personnel referred to in the above provisions, may be hired after all employees with seniority status who are present have been offered employment. Once an individual has been offered employment by any employer for work at any starting time, and he/she refuses employment at that time, he/she therefore, waives his/her seniority status for that particular hiring period; but may be offered employment at the next hiring period. Persons who cancel or reject employment after having accepted it, shall lose their seniority for 24 hours.

E. Employers must make every effort to train personnel now in the industry for specialized jobs.

F. Selection of individuals for jobs shall be without discrimination against any applicant by reason of race, creed, sex, membership or non-membership in I.L.A. Local 1475. Such selection shall be strictly in accord with the above rules and procedures as set forth in this Agreement and shall not be affected by Union rules, by-laws, regulations, constitutional provisions, or any other aspect of Union membership, policies, or requirements. If any provision herein is found to be in violation of any local, state or federal laws, then those portions in violation shall be declared null and void.

7.A. The Seniority Board, on written and signed complaint, shall hear and determine whether or not an employee has violated the following rules and regulations:

a. Collusion by an individual with an employer to violate hiring rules.

- b. Leaving a job (unless injured) except supper reliefs at 7:00 P.M. for 7:00 A.M. or 8:00 A.M. starts or failure to arrive at a job.
- c. Persistently failing to accept employment which he/she is capable of performing.
- d. Any other violation of the Seniority Agreement.

B. Before taking disciplinary action for violation of rules herein specified, the party will be given written notice of the conduct claimed to be in violation of the rules and warranting disciplinary action, which notice shall fix a time and place at which the employee may appear and present his/her defenses.

C. The Seniority Board must assess the following penalties against an employee who is found to violate the above rules and regulations during each contract year:

**FIRST OFFENSE:** Fourteen (14) days suspension of Seniority Preference.

**SECOND OFFENSE:** Thirty (30) days suspension of Seniority Preference.

**THIRD OFFENSE:** Sixty (60) days suspension of Seniority Preference plus such additional suspension of seniority preference as the Seniority Board deems necessary.

D. The Seniority Board, on written and signed complaint, shall hear and determine whether or not an employee has violated the following rules and regulations:

- a. Use of false seniority card or use of a card belonging to another individual.
- b. Allowing another to use the seniority card entrusted to the owner.

**FIRST OFFENSE:** Permanent dismissal from the industry.

8. On October 1, 1983, or thereafter, the Seniority Board will meet to determine whether the penalties listed in paragraph 7 are adequate, and if they find an undue number of violations, the Seniority Board shall recommend to the parties that the penalties be substantially increased.

9. The Seniority Plan will remain effective until the expiration of the present Collective Bargaining Agreement, but may be amended by mutual agreement between the parties thereto provided such amendment is approved by the District Negotiating Committee. All provisions of the Plan including criteria for grouping employees are subject to change upon agreement by both parties.



Signed and agreed to by the International Longshoremen's Association, Local 1475 and the Georgia Stevedore Association on the    day of October, 2005.

For the International Longshoremen's  
Association, I.L.A. Local 1475:

For the Georgia Stevedore  
Association:

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Stephen C. Sims, President

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Stephen W. Zadach, President

**AGREEMENT BETWEEN  
GEORGIA STEVEDORE ASSOCIATION  
AND  
ILA LOCAL 1475  
FOR BREAKFAST MEAL HOUR  
February 4, 2003**

When Breakfast is taken, the guarantee when returning to work on container and / or Ro-Ro vessels will be four (4) hours at the overtime rate specified in Clause A-1 of the Agreement between the South Atlantic Employer's Negotiating Committee and the South Atlantic & Gulf Coast District of the International Longshoremen's Association, herein after known as the District Agreement. Breakfast calls will only apply to a 7 pm start. Breakfast calls will not be taken in combination with an existing day order or an emergency order.

On general cargo, breakbulk and bulk vessels the guarantee after taking Breakfast will be two (2) hours at the overtime rate as specified in Clause B-1 of the District Agreement Monday through Saturday. The guarantee will be four (4) hours at the overtime rate specified in Clause B-1 of the District Agreement on Sundays and Holidays.

On car carrier vessels the guarantee after taking Breakfast will be two (2) hours at overtime rates Monday through Friday, and four (4) hours at the overtime rate on Saturday, Sunday and Holidays.

When Breakfast is taken and personnel work beyond 11 a.m., they will be paid the overtime rate until the completion of the vessel or released plus a four (4) hour guarantee at the overtime rate from the completion time of the vessel or released. If personnel work into the noon meal period, they will be paid double overtime until completion of the vessel or released plus a four (4) hour guarantee at the overtime rate specified in Clause A-1 or B-1 of the District Agreement (whichever is applicable) from the completion time of the vessel or released.

When Breakfast is taken, the Employer shall notify the personnel by 5 a.m. The Breakfast order is non-cancelable.

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Mr. David Warhurst, President  
ILA Local 1475

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Mr. Stephen W. Zadach, Pres.  
Georgia Stevedore Association

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Mr. H. Curtis Jenkins, III  
Business Agent, ILA Local 1475

**Agreement Between the  
Georgia Stevedore Association  
and  
ILA Local 1475**

**February 4, 2003**

The following is agreed to by the Georgia Stevedore Association and the ILA Local 1475:

It is agreed in any pre-stow operation both the ILA and management will be present, with the understanding any pre-stow decisions will be made by management but all other clerical work will be performed by the ILA, i.e. changes, corrections, additions, etc., traditionally done by the ILA.

When a computer is used in pre-stow it is agreed the mouse will be shared by management and the ILA.

Agreed to on this 13<sup>th</sup> day of June, 2000 and re-confirmed on February 4, 2003.

\_\_\_\_\_  
David V. Warhurst, President  
ILA Local 1475

\_\_\_\_\_  
Stephen W. Zadach, President  
Georgia Stevedore Association

\_\_\_\_\_  
H. Curtis Jenkins, III  
Business Agent, ILA Local 1475

**LETTER OF AGREEMENT  
BETWEEN  
ILA LOCAL 1475  
AND  
GEORGIA STEVEDORE ASSOCIATION  
FOR  
EMERGENCY ORDERS  
September 12, 2003**

On 1300 orders for 7:00 p.m. starts when Clerks have worked through the night and the employer emergency orders by 5:30 a.m., the starting time for Clerks is 7:00 a.m.

On 1300 orders for a 12:00 midnight starts when Clerks have worked through the night and the employer emergency orders by 5:30 a.m., the Clerks will start at 7:00 a.m.

Any and all orders not called in to the hall by 5:00 p.m. the previous day will be considered an emergency order and a minimum eight hour guarantee at the applicable rate as outlined in the respective portions of the Contract will apply.

For emergency orders called in after 1:00 p.m. on the same day for a 7:00 p.m. or 12:00 midnight start (that day), the pay shall start for a 7:00 p.m. start at 7:00 p.m. and a 12:00 midnight start at 12:00 midnight and a minimum eight hour guarantee at the applicable rate as outlined in the respective portions of the Contract will apply.

Clerks working through the night and emergency orders are placed by 5:30 a.m., the same number of Clerks that are being emergency ordered must work until 6:00 a.m. Management has the right to work Clerks until 7:00 a.m. and bring in emergency clerks at 7:00 a.m.

There will be no shifting of any kind of emergency Clerks.

All emergency orders other than 7:00 p.m. and 12:00 midnight starts, the starting time for I.L.A. Local 1475 Clerks and Checkers is 8:00 a.m. Management has the right to emergency order Clerks for 7:00 a.m. if they choose to.

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David V. Warhurst, President  
ILA Local 1475

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Stephen W. Zadach, President  
Georgia Stevedore Association

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H. Curtis Jenkins III, Business  
Agent, ILA Local 1475

**COMPANY CWC AGREEMENT  
BETWEEN  
ILA LOCAL #1475  
AND  
GEORGIA STEVEDORE ASSOCIATION**

**October 22, 2001**

**1** This Agreement was made and entered into on the 22<sup>nd</sup> of October 2001, between the Georgia Stevedore Association (GSA) representing its direct employer members and Local #1475 of the International Longshoremen's Association (ILA Local #1475).

**2.** The parties agree to incorporate by reference Local Agreement(s) between ILA Local #1475 and the Georgia Stevedores Association representing its direct employer members, except as modified below:

**3.** For the purposes of this agreement the phrase "ILA Local #1475" when used in connection with a job classification or a hiring assignment, shall mean an individual referred through the ILA Local #1475 hiring hall, in accordance with the seniority agreement, regardless of an individuals membership or non-membership in ILA Local #1475.

**4.** It is agreed that at Georgia Port Authority, Garden City (GCT) and Ocean Terminal, located in the port of Savannah, that the GSA will follow the hiring practices stated below.

**4.(a) Company CWC**

It is agreed that any stevedoring company that has container and/or ro-ro work must employ a minimum of one Company Chief Wharf Clerk (C/CWC) through ILA Local #1475. In the event of consolidation or any event resulting in only one stevedoring company, there will be a minimum of two C/CWCs.

The ILA Local #1475 C/CWC responsibilities will consist of pre-shed and post-shed operations (i.e. checking shed cargoes, measuring shed cargoes, etc.). The C./CWC may write time sheet in the event of a one gang, lashing only shed operation.

The ILA Local #1475 C/CWC responsibilities will consist of pre-vessel and post-vessel operations. (i.e. pre-writing/inputting empty stacks prior to the hiring of an ILA Local #1475 Pre-assembly Clerk, securing missing locations post vessel, etc .)

Pre-vessel operations will be defined as the period prior to the time that ILA Local #1475 personnel are ordered for said vessel. Post-vessel work will be defined as the period after the completion of said vessel or all ILA Local #1475 personnel are released from vessel which ever come last. It is understood that at no time will the C/CWC perform any work for any vessel while it is working.

It is understood that the ILA Local #1475 C/CWC will not replace the ILA Local #1475 Pre-assembly clerk(s). On container and/or ro-ro vessels the ILA Local #1475 Pre-assembly clerk will be employed and guaranteed a minimum of eight hours per day. The C/CWC cannot assist Pre-assembly clerk during assembly. The exception to this is if the C/CWC has discharged his/her normal responsibilities they may assist the Pre-assembly clerk with prestowing of said vessel. At no time will a ILA Local #1475 C/CWC perform any prestow work shared with the Pre-assembly clerk without the Pre-assembly clerk being present and participating.

The ILA Local #1475 C/CWC will not assemble cargo for Break Bulk vessels. It is understood that the ILA Local #1475 C/CWC will not replace the ILA Local #1475 Pre-assembly clerk(s). On Break Bulk vessels the ILA Local #1475 Pre-assembly clerk will be employed and guaranteed a minimum of eight hours per day. The ILA Local #1475 C/CWC responsibilities will consist of pre-vessel operations (i.e. measuring vessel cargoes, counting vessel cargoes, etc., prior to the hiring of a ILA Local #1475 Pre-assembly clerk).

The ILA Local #1475 C/CWC will not perform any TIR/EIR inspection work; TIR/EIR gate work, rail work, kitchen (computer terminal TIR/EIR) work or any TIR/EIR related work.

The ILA Local #1475 C/CWC will be employed a minimum of forty hours per week continuity. The exception to this would be in event of a no-work day. It is understood that if a holiday falls on a Monday or Friday that management has the option to not employ C/CWC on that day.

The C/CWC will be paid at CWC container rate.

C/CWC will be paid at vessel CWC transportation rate or have transportation provided based on current local industry standard.

## **5. Policy**

The employer shall employ ILA Local #1475 to perform computer terminal as related to yard, terminal, and/or any other work jurisdiction as covered in Local, District, and/or Master Agreement(s).

Unless mutually agreed upon by ILA Local #1475 and Management there will be no modification of hiring practices or work responsibilities agreed upon in this Local Agreement. In the event that ILA Local #1475 and Management are unable to reach a preliminary agreement, a meeting within fifteen days will be required to discuss the modification. Thereafter, ILA Local #1475 and Management will have an additional thirty days to resolve any changes before grievance procedures and/or arbitration as outlined in 15.(B) of the Local Agreement between ILA Local #1475 and the Georgia Stevedore Association.

## Accommodation

It is agreed that there are specific conditions in which a stevedoring company will not be obligated to the terms and conditions included in the agreement between the Georgia Stevedore Association and Local #1475 of the International Longshoremen's Association, known as the "Company CWC" agreement. The conditions are limited to the following.

The stevedoring company does not contract or perform any work on any:

- (1) "Fully-automated" vessel or,
- (1) Ro-Ro vessel or,
- (2) Container barge service

Agreed and accepted this 22<sup>nd</sup> of October 2001.

For Management

\_\_\_\_\_  
Stephen W. Zadach, President

For Local #1475, Clerks and Checkers,  
International Longshoremen's Assn.

\_\_\_\_\_  
Anthony K. Balcom, President

\_\_\_\_\_  
David V. Warhurst, V-Pres.

\_\_\_\_\_  
H.C. Jenkins III, Bus. Agent

**GATEWAY AGREEMENT**  
**Between**  
**ILA LOCAL # 1475**  
**And**  
**GATEWAY TERMINALS, LLC**

**October 22, 2001**

1. This Agreement was made and entered into on the 22<sup>nd</sup> day of October 2001, between Gateway Terminals LLC (Gateway), which is owned by Ceres Marine Terminal, Inc., Cooper/T. Smith Stevedoring, Stevedoring Services of America, and Stevens shipping & Terminal Co., and Local #1475 of the International Longshoremen's Association (ILA Local #1475).
2. The parties agree to incorporate by reference Local Agreement(s) between ILA Local #1475 and the Georgia Stevedore Association representing its direct employer members, except as modified below:
3. For the purposes of this agreement the phrase "ILA Local #1475" when used in connection with a job classification or a hiring assignment, shall mean an individual referred through the ILA Local # 1475 hiring hall, in accordance with the Savannah Clerks and Checkers Seniority Plan, regardless of an individual's membership or non-membership in ILA Local #1475.
4. It is agreed that at Georgia Port Authority, Garden City (GCT) and Ocean Terminal, located in the port of Savannah, that Gateway, as a Terminal Inspection Report/Equipment Inspection Report (TIR/EIR) service provider will follow the hiring practices stated below based on current technology and local conditions.

**4.(a) Super CWC**

Each TIR/EIR gate (GCT 3, GCT 4, GCT 6 and Ocean Terminal as known on the date of this agreement) will have a minimum of one ILA Local #1475 Super Chief Wharf Clerk (S/CWC. The S/CWC will supervise all Assistant Chief Wharf Clerks (A/CWC), or TIR/EIR clerks at each respective gate. The S/CWC does not perform TIR/EIR work within the complement of personnel that the S/CWC supervises. The exception to this is when a S/CWC is ordered specifically as a "working" S/CWC such as at Ocean Terminal or Gate 6.

The S/CWC will be employed a minimum of forty hours per week continuity. The exception to this would be in event of a no-work day or when no ILA Local #1475 personnel were ordered to the respective gate. The S/CWC starting time will be no later than when the ILA Local #1475 personnel to be supervised are ordered. The S/CWC will be employed until the respective gate inspection work is completed or ILA Local #1475 clerks released. It is understood in the event that only one ILA Local #1475 TIR/EIR clerk is required to complete the gate inspection work, that Management will not be required to retain the S/CWC in addition to the clerk, but the S/CWC will have the right of first refusal. In the event of the gate inspection personnel assigned to the S/CWC continue working through a meal period, the S/CWC will continue to work through the meal period. The S/CWC will have right of first refusal of any overtime, holiday or weekend work at their respective gate. It is understood that in the event of supper calls, holiday or weekend work,, that a S/CWC will be employed to supervise ILA Local #1475 personnel based on ILA volume Table A.



The S/CWC will be paid at one dollar per hour above CWC container rate.

If transportation is required the S/CWC will be paid at vessel CWC transportation rate or have transportation provided based on current local industry standard.

The ILA Local #1475 Rail/Terminal Inventory Unit (R/T Unit) will be comprised of a minimum of one “working” S/CWC and seven A/CWCs. The S/CWC will supervise all A/CWCs. The S/CWC and the A/CWCs may be split into groups or work individually. The ILA Local #1475 Rail/Terminal Inventory Unit will not perform TIR/EIR lane work. The Rail/Terminal Inventory Unit will not perform any Kitchen (computer terminal EIR/TIR) unit work.

The ILA Local #1475 Rail/Terminal Inventory Unit will perform all rail and/or terminal inventory work at GCT where carrier containers are transferred and Gateway performs work.

The ILA Local #1475 S/CWC and three A/CWCs will be employed a minimum of forty hours straight time and ten hours overtime per week; Monday through Friday; continuity, during a regular work week period. Four ILA Local #1475 A/CWCs will be employed forty hours straight time and five hours overtime per week; Monday through Friday; continuity, during a regular work week period. The exception to this would be in event of a no-work day or when there was no rail operation, rail activity or terminal activity. The S/CWC and A/CWCs starting time will be no later than that of when TIR/EIR Gate(s) are open. The ILA Local # 1475 S/CWC will be employed until the respective rail/terminal inventory work is completed or ILA Local #1475 clerks released. It is understood in the event that only one ILA Local #1475 A/CWC is required to complete the work, that management will not be required to retain the S/CWC in addition to the A/CWC, but that the S/CWC will have the right of first refusal. In the event of personnel assigned to the S/CWC continue working through a meal period, the S/CWC will continue to work through the meal period. The S/CWC will have right of first refusal of any overtime, holiday or weekend Rail/Terminal Inventory Unit work.

It is understood that in the event of overtime, supper calls, holiday or weekend work, that the S/CWC and A/CWCs will be employed based on ILA volume Table B, and in accordance with the ILA Local #1475 seniority agreement.

Sunday rail will have a minimum of one S/CWC and two A/CWCs if rail traffic is inbound only. Sunday rail will have a minimum of one S/CWC and three A/CWCs if rail traffic is inbound/outbound.

ILA Local #1475 S/CWC and A/CWC will be paid at vessel CWC or A/CWC transportation rate or have transportation provided based on current local industry standard.

#### **4. (c) Kitchen Unit (computer terminal pre-check EIR/TIR)**

The Kitchen unit will not perform any inventory or Rail/Terminal Inventory work. The Gate 4 (GPA) Kitchen unit will be comprised of a minimum of seven ILA Local #1475 A/CWCs and work under the supervision of the ILA Local #1475 S/CWC at that gate.

The Gate 3 (Savannah International Terminal) Kitchen unit will be comprised of a minimum of three ILA Local #1475 A/CWCs and work under the supervision of the ILA Local #1475 S/CWC at that gate.

Each A/CWC will be employed a minimum of forty hours per week continuity. The exception to this would be in event of a no-work day or when no ILA Local #1475 personnel were ordered to the respective gate. The A/CWC starting time will be no later than when the ILA Local #1475 gate TIR/EIR Inspection

personnel are ordered. The A/CWC will be employed until the respective gate work is completed or ILA Local #1475 clerks released. It is understood in the event that only one ILA Local #1475 TIR/EIR clerk is required to complete the gate inspection work, that management will not be required to retain the A/CWC and that the S/CWC will have the right of first refusal. In the event of the gate personnel associated with the A/CWC continue working through a meal period, the A/CWC will continue to work through the meal period. In the event of working through a meal period the number of A/CWCs working through may be reduced at Management's discretion.

It is understood that in the event of overtime, supper calls, holiday or weekend work, that an A/CWC will be employed based on ILA volume Table A, and in accordance with ILA Local #1475 seniority agreement.

#### **4. (d) TIR/EIR Gate Inspection Personnel**

The ILA Local #1475 gate personnel will perform all TIR/EIR inspection work in the lanes Monday through Sunday, each with an eight-hours guarantee daily. In the event of overtime, holiday and weekend TIR/EIR inspection work, S/CWC and A/CWC practices will be honored in accordance with the ILA Local #1475 seniority agreement and ILA volume Table A.

#### **5. Policy**

It is understood that no Gateway employee or representative will instruct ILA labor to perform any vessel work.

It is understood that no Gateway employee or representative will instruct ILA labor to perform any C/CWC work.

Gateway shall employ ILA Local #1475 to perform computer terminal work as related to Pre-check, TIR/EIR inspection work, terminal inventory, yard, rail and/or any other work jurisdiction as covered in Local, District, and/or Master Agreement(s).

Unless mutually agreed upon by ILA Local #1475 and Management there will be no modification of hiring practices or work responsibilities agreed upon in this Local Agreement. In the event that ILA Local #1475 and Management are unable to reach a preliminary agreement, a meeting within fifteen days will be required to discuss the modification. Thereafter, ILA Local #1475 and Management will have an additional thirty days to resolve any changes before grievance procedures and/or arbitration as outlined in 15.(B) of the Local Agreement between ILA Local #1475 and the Georgia Stevedore Association.

#### **6. Successors and Assigns**

##### Section 1

All the terms and provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors and assigns. Gateway Terminals LLC shall give advance notice to the respective successors and assigns of the terms and provision of this agreement. Gateway Terminals LLC shall be responsible for any and all monetary contributions that employees have accumulated under this Agreement to the date of sale, transfer or assignment. Seniority of ILA Local #1475 shall not be broken by such sale, transfer or assignment.

## ILA Volume Table A

**Minimum staffing for weekends, holidays and overtime/minimum eight-hour guarantee (does not apply to supper calls) for S/CWC, Pre-check Kitchen Clerks and Gate Inspection Clerks.**

### Stage I

Item: 1	1 to 75 containers	1-ILA Local #1475 Kitchen Clerk/Gate TIR/EIR Inspection Clerk
Item: 2	76 to 150 containers	2-ILA Local #1475 Kitchen Clerk/Gate TIR/EIR Inspection Clerks

### Stage II

Item: 3	1 to 180 containers	1-ILA Local #1475 “working” S/CWC who will perform Kitchen pre-check work and 2 ILA Local #1475 Gate TIR/EIR Inspection Clerks
Item: 4	181 to 270 containers	1-ILA Local #1475 “working S/CWC who will perform Kitchen pre-check work and 3 ILA Local #1475 Gate TIR/EIR Inspection Clerks.
Item: 5	271 to 360 containers	1-ILA Local #1475 “working” S/CWC who will perform Kitchen pre-check work and 1 ILA Local #1475 Kitchen Clerk and 4 ILA Local #1475 Gate TIR/EIR Inspection Clerks.
Item: 6	361 to 450 containers	1-ILA Local #1475 “supervising” S/CWC and 2 ILA Local #1475 Kitchen Clerks and 4 ILA Local #1475 Gate TIR/EIR Inspection Clerks
Item: 7	each additional 90	1-ILA Local #1475 Gate TIR/ContainersEIR Inspection Clerk

It is understood that sometimes satellite (remote) equipment is not available that allows the ILA Local #1475 Gate Clerk to perform pre-check input in the lane in addition to the inspection responsibilities. In this event Item: 1 and Item: 2 will be replaced by the following:

Item: 1	1 to 15 containers	1-ILA Local #1475 Kitchen Clerk/Gate TIR/EIR Inspection Clerk
Item: 2	16 to 90 containers	1-ILA Local #1475 Kitchen Clerk and 1 ILA Local #1475 Gate TIR/EIR Inspection Clerk

If the volume of containers is greater than Management’s original order, based upon above numbers, Management agrees to add on additional personnel from ILA Local #1475 to meet the above stated minimum staffing level.

### Minimum staffing for supper calls.

Minimum staffing for supper calls will be at Management’s discretion but with a minimum of 1-ILA Local #1475 Kitchen Clerk/Gate TIR EIR Inspection Clerk.

It is understood that sometimes satellite (remote) equipment is not available that allows the ILA Local #1475 Gate Clerk to perform pre-check input in the lane in addition to the inspection responsibilities. In this event minimum staffing will be 1- ILA Local #1475 Kitchen Clerk and 1-ILA Local #1475 Gate TIR/EIR Inspection Clerk.

### **Seniority**

Management recognizes ILA Local #1475's Seniority Agreement. Furthermore, it is agreed to by Management that personnel of ILA Local #1475 will decide by seniority which personnel receives which job assignments, overtime, holiday and weekend work.

### **ILA Volume Table B**

#### **Minimum staffing for weekends, holidays and overtime/minimum eight-hour guarantee (does not apply to supper calls) for Rail Clerks and Terminal Inventory Clerks.**

Item: 1	1 to 75 containers	1-ILA Local #1475 Rail Clerk
Item: 2	76 to 150 containers	2-ILA Local #1475 Rail Clerks
Item: 3	151 to 225 containers	3-ILA Local #1475 Rail Clerks
Item: 4	226 to 300 containers	Inbound/outbound Sunday rail staffing minimums (one S/CWC and three A/CWCs)
Item: 5	each additional 75 containers	1-ILA Local 1475 Rail Clerk

If the volume of containers is greater than Management's original order, based upon above numbers, Management agrees to add on additional personnel from ILA Local #1475 to meet the above stated minimum staffing level.

Sunday rail will have a minimum of one S/CWC and Two A/CWCs if rail traffic is inbound only. Sunday rail will have a minimum of one S/CWC and three A/CWCs if rail traffic is inbound/outbound.

#### **Minimum staffing for supper calls**

Minimum staffing for supper calls will be at Management's discretion but with a minimum of 1-ILA Local 1475 S/CWC Rail Clerk.

#### **Minimum staffing for terminal inventory work weekends, holidays and overtime/minimum eight-hour guarantee (does not apply to supper calls).**

If fifty or more containers are received through the gate, a minimum of 1-ILA Local #1475 terminal inventory clerk will be ordered.

**Seniority**

Management recognizes ILA Local #1475's Seniority Agreement. Furthermore, it is agreed to by Management that personnel of ILA Local #1475 will decide by seniority which personnel receives which job assignments, overtime, holiday and weekend work.

Agreed and accepted this 22<sup>nd</sup> day of October 2001.

For Management

For Local #1475, Clerks and Checkers,  
International Longshoremen's  
Association

\_\_\_\_\_  
Gary Morelli, Director

\_\_\_\_\_  
Anthony K. Balcom, President

\_\_\_\_\_  
Gary Walters, Director

\_\_\_\_\_  
David Warhurst, Vice President

\_\_\_\_\_  
John Wambold, Director

\_\_\_\_\_  
H.C. Jenkins, III, Bus. Agent

\_\_\_\_\_  
Ben E. Mercer, Director

**GATEWAY  
FLEX-TIME  
AGREEMENT**

**ILA Local #1475  
Pre-check, Inspection, Rail, Terminal Inventory**

**January 9<sup>th</sup>, 2003**

**Gateway Terminals LLC  
And  
Local #1475  
Clerks and Checkers  
International Longshoremen's  
Association**

- 1.** This Agreement was made and entered into on the 9<sup>th</sup> day of February, 2003, between Gateway Terminals LLC (Gateway), which is owned by Ceres Marine Terminal Inc., SSA / Cooper LLC, and Stevens Shipping & Terminal Co., and Local #1475 of the International Longshoremen's Association (ILA Local #1475).
- 2.** The parties agree to incorporate by reference the Gateway Agreement, Local Agreement(s) between ILA Local #1475 and the Georgia Stevedore Association representing its direct employer members, except as modified below:
- 3.** For the purposes of this agreement the phrase "ILA Local #1475" when used in connection with a job classification or a hiring assignment, shall mean an individual referred through the ILA Local #1475 hiring hall, in accordance with the Savannah Clerks and Checkers Seniority Plan, regardless of an individuals membership or non-membership in ILA Local #1475.
- 4.** It is agreed that at Georgia Port Authority, Garden City (GCT) and Ocean Terminal, located in the port of Savannah that Gateway, as a Terminal Inspection Report/Equipment Inspection Report (TIR/EIR) service provider will follow the hiring practices stated below based on current technology and local conditions.
- 5.** There will no combination of flex-time and regular starts any respective gates.
- 6.** Flex-time starts will be 6 a.m., 7 a.m., and 8 a.m. only.
- 7.** A four hour minimum guarantee will apply after the specified meal period.
- 8.** Flex-time starts run Monday through Friday unless specified below.
- 9.** There will be no flex-time starts on Saturday, Sunday or holidays.

10. The eight hour minimum guarantee will begin at the time the employee begins work.
11. After eight hours worked in any day, the overtime rate of 1 and ½ times the basic straight time hourly rate shall apply.

#### **4. (a) Super CWC**

Each TIR/EIR gate (GCT 3, GCT 4, GCT 6 and Ocean Terminal as known on the date of this agreement) will have a minimum of one ILA LOCAL #1475 Super Chief Wharf Clerk (S/CWC). The S/CWC will supervise all Assistant Chief Wharf Clerks (A/CWC), or TIR/EIR clerks at each respective gate. The S/CWC does not perform TIR/EIR work within the compliment of personnel that the S/CWC supervises. The exception to this is when a S/CWC is ordered specifically as a “working” S/CWC such as at Ocean Terminal or Gate 6. It is understood at Gate 3, on a flex-time start only, and only for one hour, that the S/CWC may work the computer terminal pre-check during the time the regular kitchen staff is observing the meal period.

The S/CWC will be employed a minimum of forty hours per week continuity. The exception to this would be in event of a no-work day or when no ILA LOCAL #1475 personnel were ordered to the respective gate. The S/CWC starting time will be no later than when the ILA LOCAL #1475 personnel to be supervised are ordered. The S/CWC will be employed until the respective gate inspection work is completed or ILA LOCAL #1475 clerks released. It is understood in the event that only one ILA LOCAL #1475 TIR/EIR clerk is required to complete the gate inspection work, that Management will not be required to retain the S/CWC in addition to the clerk, but the S/CWC will have the right of first refusal. In the event of the gate inspection personnel assigned to the S/CWC continue working through a meal period, the S/CWC will continue to work through the meal period. The 6 a.m. S/CWC will have right of first refusal of any overtime, holiday or weekend work at their respective gate. It is understood that in the event of supper calls, holiday or weekend work, that a S/CWC will be employed to supervise ILA LOCAL #1475 personnel based on ILA volume Table A.

The S/CWC will be paid at one dollar per hour above CWC container rate.

If transportation is required the S/CWC will be paid at vessel CWC transportation rate or have transportation provided based on current local industry standard.

A supervising S/CWC or working S/CWC (whichever is applicable) must be employed for each flex-time start at each TIR/EIR gate (GCT 3, GCT 4, GCT 6 and Ocean Terminal as known on the date of this agreement). It is understood that at no time will there be less than one S/CWC employed.

One hour prior to the flex-time start the supervising S/CWC will setup. The S/CWC will be paid one hour of double overtime. It is understood that the eight our guarantee will begin at the time of the flex-time start.

#### **4. (b) Rail/Terminal Inventory Unit**

For a six a.m. flex-time start one S/CWC and three A/CWC's will be employed. An additional S/CWC and three A/CWC's will be employed at seven a.m. For a six a.m. flex-time start the personnel will observe the meal period from eleven a.m. until 12 noon. For the seven a.m. flex-time start the personnel will observe the meal period from 12 noon until one p.m. One S/CWC and three A/CWC's will be employed until six p.m. The remain S/CWC and three A/CWC's may be released at five p.m.

For a seven a.m. flex-time start only, two S/CWC's and six A/CWC's will be employed. For the seven a.m. flex-time start one S/CWC and three A/CWC's will observe the meal period from 11 until 12 noon. The remaining S/CWC and three A/CWC's will observe the meal period from 12 noon until one p.m. All eight personnel will be employed until six p.m.

The ILA LOCAL #1475 Rail/Terminal Inventory Unit (R/T Unit) will be comprised of a minimum of one "working" S/CWC and seven A/CWC's. The S/CWC will supervise all A/CWCs. The S/CWC and the A/CWCs may be split into groups or work individually. The ILA LOCAL #1475 RAIL/TERMINAL INVENTORY UNIT will not perform TIR/EIR lane work. The RAIL/TERMINAL INVENTORY UNIT will not perform any Kitchen (computer terminal EIR/TIR) unit work.

The ILA LOCAL #1475 RAIL/TERMINAL INVENTORY UNIT will perform all rail and/or terminal inventory work at GCT where carrier containers are transferred and Gateway performs work.

The ILA LOCAL #1475 S/CWC and three A/CWCs will be employed a minimum of forty hours straight time and ten hours overtime per week: Monday through Friday; continuity, during a regular work week period. Four ILA LOCAL #1475 A/CWCs will be employed forty hours straight time and five hours overtime per week: Monday through Friday; continuity, during a regular work week period. The exception to this would be in event of a no-work day or when there was no rail operation, rail activity or terminal activity. The S/CWC and A/CWCs starting time will be no later than that of when TIR/EIR Gate(s) are open. The ILA LOCAL #1475 S/CWC will be employed until the respective rail/terminal inventory work is completed or ILA LOCAL #1475 clerks released. It is understood in the event that only one ILA LOCAL #1475 A/CWC is required to complete the work, that management will not be required to retain the S/CWC in addition to the A/CWC, but that the S/CWC will have the right of first refusal. In the event of personnel assigned to the S/CWC continue working through a meal period, the S/CWC will continue to work through the meal period. The S/CWC will have right of first refusal of any overtime, holiday or weekend RAIL/TERMINAL INVENTORY UNIT work.

It is understood that in the event of overtime, supper calls, holiday or weekend work, that the S/CWC and A/CWC's will be employed based on ILA volume Table B, and in accordance with the ILA LOCAL #1475 seniority agreement.

Sunday rail will have a minimum of one S/CWC and two A/CWCs if rail traffic is inbound only. Sunday rail will have a minimum of one S/CWC and three A/CWC's if rail traffic is inbound/outbound.

ILA LOCAL #1475 S/CWC and A/CWC will be paid at vessel CWC or A/CWC transportation rate or have transportation provided based on current local industry standard.

#### **4. (c) Kitchen Unit (computer terminal pre-check EIR/TIR)**

For a six a.m. flex-time start the personnel will observe the meal period from eleven a.m. until 12 noon. For the seven a.m. flex-time start the personnel will observe the meal period from 12 noon until one p.m.

For the seven a.m. flex-time start only the meal period will be observed from 11 until 12 noon or from 12 until one at management's discretion. Management agrees that they will inform ILA Local 1475 at the time of the original order day for the week, how many personnel will be breaking from 11 a.m. to 12 noon, and how many will be breaking 12 noon until one p.m.

The remaining S/CWC and three A/CWC's will observe the meal period from 12 noon until one p.m. All eight personnel will be employed until six p.m.



The Kitchen unit will not perform any inventory or Rail/Terminal Inventory work.

The Gate 4 (GPA) Kitchen unit will be comprised of a minimum of seven ILA LOCAL #1475 A/CWCs and work under the supervision of the ILA LOCAL #1475 S/CWC at that gate.

The Gate 3 (Savannah International Terminal) Kitchen unit will be comprised of a minimum of three ILA LOCAL #1475 A/CWCs and work under the supervision of the ILA LOCAL #1475 S/CWC at that gate.

Each A/CWC will be employed a minimum of forty hours per week continuity. The exception to this would be in event of a no-work day or when no ILA LOCAL #1475 personnel were ordered to the respective gate. The A/CWC starting time will be no later than when the ILA LOCAL #1475 gate TIR/EIR Inspection personnel are ordered. The A/CWC will be employed until the respective gate work is completed or ILA LOCAL #1475 clerks released. It is understood in the event that only one ILA LOCAL #1475 TIR/EIR clerk is required to complete the gate inspection work, that management will not be required to retain the A/CWC and that the S/CWC will have the right of first refusal. In the event of the gate personnel associated with the A/CWC continue working through a meal period, the A/CWC will continue to work through the meal period. In the event of working through a meal period the number of A/CWC's working through may be reduced at Management's discretion.

It is understood that in the event of overtime, supper calls, holiday or weekend work, that an A/CWC will be employed based on ILA volume Table A, and in accordance with ILA LOCAL #1475 seniority agreement.

#### **4. (d) TIR/EIR Gate Inspection Personnel**

For a six a.m. flex-time start the meal period will be from 11 a.m. until 12 noon only. For a seven a.m. flex-time start only the meal period will be from 11 a.m. until 12 noon or 12 noon until one p.m. at management's discretion. Management agrees that they will inform ILA Local 1475 at the time of the prior day order how many personnel will be breaking from 11 a.m. to 12 noon, and how many will be breaking 12 noon until one p.m. For an eight a.m. flex-time start the meal period will be from 12 noon until one p.m.

The ILA LOCAL #1475 gate personnel will perform all TIR/EIR inspection work in the lanes Monday through Sunday, each with an eight-hour guarantee daily. In the event of overtime, holiday and weekend TIR/EIR inspection work, S/CWC and A/CWC practices will be honored in accordance with the ILA LOCAL #1475 seniority agreement and ILA volume Table A.

#### **5. Policy**

It is understood that no Gateway employee or representative will instruct ILA labor to perform any vessel work.

It is understood that no Gateway employee or representative will instruct ILA labor to perform any C/CWC work.

Gateway shall employ ILA Local #1475 to perform computer terminal work as related to Pre-check, TIR/EIR inspection work, terminal inventory, yard, rail and/or any other work jurisdiction as covered in Local, District, and/or Master Agreement(s).

Unless mutually agreed upon by ILA Local #1475 and Management there will be no modification of hiring

practices or work responsibilities agreed upon in this Local Agreement. In the event that ILA Local #1475 and Management are unable to reach a preliminary agreement, a meeting within fifteen days will be required to discuss the modification. Thereafter, ILA Local #1475 and Management will have an additional thirty days to resolve any changes before grievance procedures and/or arbitration as outlined in 15.(B) of the Local Agreement between ILA Local #1475 and the Georgia Stevedore Association.

## **6. SUCCESSORS AND ASSIGNS**

### Section 1

All the terms and provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors and assigns. Gateway Terminals LLC shall give advance notice to the respective successors and assigns of the terms and provisions of this agreement. Gateway Terminals LLC shall be responsible for any and all monetary contributions that employees have accumulated under this Agreement to the date of sale, transfer or assignment. Seniority of ILA Local #1475 shall not be broken by such sale, transfer or assignment.

### **ILA Volume Table A**

**Minimum staffing for weekends, holidays and overtime/minimum eight-hour guarantee (does not apply to supper calls) for S/CWC, Pre-check Kitchen Clerks and Gate Inspection Clerks.**

#### **Stage I**

- Item:1 1 to 75 containers 1 – ILA Local #1475 Kitchen Clerk/Gate TIR/EIR Inspection Clerk
- Item: 2 76 to 150 containers 2 – ILA Local #1475 Kitchen Clerk/Gate TIR/EIR Inspection Clerks

#### **Stage II**

- Item: 3 1 to 180 containers 1 – ILA Local #1475 “working” S/CWC who will perform Kitchen pre-check work and 2 ILA Local #1475 Gate TIR/EIR Inspection Clerks
- Item: 4 181 to 270 containers 1– ILA Local #1475 “working” S/CWC who will perform Kitchen pre-check work and 3 ILA Local #1475 Gate TIR/EIR Inspection Clerks
- Item: 5 271 to 360 containers 1 – ILA Local #1475 “working” S/CWC who will perform Kitchen pre-check work and 1 ILA Local #1475 Kitchen Clerk and 4 ILA Local #1475 Gate TIR/EIR Inspection Clerks
- Item: 6 361 to 450 containers 1 – ILA Local #1475 “supervising” S/CWC and 2 ILA Local #1475 Kitchen Clerks and 4 ILA Local #1475 Gate TIR/EIR Inspection Clerks

Item: 7 each additional 90 1 – ILA Local #1475 Gate TIR/EIR containers  
Inspection Clerk

It is understood that sometimes satellite (remote) equipment is not available that allows the ILA Local #1475 Gate Clerk to perform pre-check input in the lane in addition to the inspection responsibilities. In this event Item: 1 and Item: 2 will be replaced by the following:

Item: 1 1 to 15 containers 1 – ILA Local #1475 Kitchen  
Clerk/Gate TIR/EIR Inspection Clerk

Item: 2 16 to 90 containers 1 – ILA Local #1475 Kitchen  
Clerk and 1 ILA Local #1475 Gate TIR/EIR Inspection Clerk

If the volume of containers is greater than Management’s original order, based upon above numbers, Management agrees to add on additional personnel from ILA Local #1475 to meet the above stated minimum staffing level.

**Minimum staffing for supper calls.**

Minimum staffing for supper calls will be at Management’s discretion but with a minimum of 1 – ILA Local #1475 Kitchen Clerk/Gate TIR/EIR Inspection Clerk

It is understood that sometimes satellite (remote) equipment is not available that allows the ILA Local #1475 Gate Clerk to perform pre-check input in the lane in addition to the inspection responsibilities. In this event minimum staffing will be 1 - ILA Local #1475 Kitchen Clerk and 1 – ILA Local #1475 Gate TIR/EIR Inspection Clerk.

**Seniority**

Management recognizes ILA Local #1475’s Seniority Agreement. Furthermore it is agreed to by management that personnel of ILA Local #1475 will decide by seniority which personnel receives which job assignments, overtime, holiday and weekend work.

**ILA Volume Table B**

**Minimum staffing for weekends, holidays and overtime/minimum eight-hour guarantee (does not apply to supper calls) for Rail Clerks and Terminal Inventory Clerks.**

Item: 1 1 to 75 containers 1 – ILA Local #1475 Rail Clerk

Item: 2 76 to 150 containers 2 – ILA Local #1475 Rail Clerks

Item: 3 151 to 225 containers 3 – ILA Local #1475 Rail Clerks

Item: 4 226 to 300 Inbound/outbound Sunday rail  
staffing containers minimums (one S/CWC and three A/CWC’s)

Item: 5 each additional 75 1 – ILA Local #1475 Rail Clerk  
containers

If the volume of containers is greater than Management's original order, based upon above numbers, Management agrees to add on additional personnel from ILA Local #1475 to meet the above stated minimum staffing level.

Sunday rail will have a minimum of one S/CWC and two A/CWCs if rail traffic is inbound only. Sunday rail will have a minimum of one S/CWC and three A/CWC's if rail traffic is inbound/outbound.

**Minimum staffing for supper calls.**

Minimum staffing for supper calls will be at Management's discretion but with a minimum of 1 - ILA Local #1475 S/CWC Rail Clerk.

**Minimum staffing for terminal inventory work weekends, holidays and overtime/minimum eight-hour guarantee (does not apply to supper calls).**

If fifty or more containers are received through the gate, a minimum of 1 – ILA Local #1475 terminal inventory clerk will be ordered.

**Seniority**

Management recognizes ILA Local #1475's Seniority Agreement. Furthermore it is agreed to by management that personnel of ILA Local #1475 will decide by seniority which personnel receives which job assignments, overtime, holiday and weekend work.

For Management

For Local #1475, Clerks and Checkers,  
International Longshoremen's Association

\_\_\_\_\_  
Ben E. Mercer, Director

\_\_\_\_\_  
David V. Warhurst, President

\_\_\_\_\_  
Gary Morelli, Director

\_\_\_\_\_  
H. Curtis Jenkins III, Business Agent

\_\_\_\_\_  
John Wambold, Director

**LETTER OF UNDERSTANDING**

**Agreement Between Gateway Terminals, LLC  
And  
ILA Local 1475**

**October 22, 2001**

Reference to minimum manning and overtime is based on present volume.

It is understood by both parties if the volume increases or decreases the manning and overtime will be reviewed on a quarterly basis.

Gateway Terminals, LLC

ILA Local 1475

\_\_\_\_\_  
Gary Morelli, Director

\_\_\_\_\_  
Anthony K. Balcom, President

\_\_\_\_\_  
Gary Walters, Director

\_\_\_\_\_  
David V. Warhurst, Vice Pres.

\_\_\_\_\_  
John Wambold, Director

\_\_\_\_\_  
H.C. Jenkins, III, Bus. Agent

\_\_\_\_\_  
Ben E. Mercer, Director

**Gateway Accommodation  
Special Start for Additional Personnel**

WHEREAS, ILA, Local 1475 ("Local 1475") and Gateway Terminals LLC ("Gateway") are parties to a collective bargaining agreement ("CBA"); and

WHEREAS, Local 1475 and Gateway have tentatively agreed on the terms of an accommodation for four additional personnel to be utilized by Gateway.

It is agreed as follows:

1. Gateway will implement the Accommodation on March 3, 2003.
2. Local 1475 may terminate the Accommodation on twenty-four (24) hours' notice to the other party, and the parties will revert to the status quo that existed on February 28, 2003.
3. The duration of the Accommodation will be thirty days with automatic renewal.
4. The four personnel will be hired in addition to the regular compliment that was employed at all gates as of February 28, 2003.

All four of the personnel stated below will be guaranteed a minimum eight (8) hours pay at the applicable container rate and contributions for a shift beginning at 10 a.m. and ending at 2 p.m.

The four additional personnel will be structured as outlined below:

One Working Super CWC (continuity) will be employed from 10 a.m. until 2 p.m.

One Assistant CWC (continuity) will be employed from 10 a.m. until 2 p.m.

Two Assistant CWC (non-continuity) will be employed from 10 a.m. until 2 p.m.

The above stated personnel will be employed only to perform Kitchen unit computer terminal pre-check and TIR/EIR lane inspection which will be done at Management's direction.

It is understood and agreed to, that all Kitchen Unit Computer Terminal pre-check clerks, and TIR/EIR Lane clerks employed at Gate 3, Gate 4 and Gate 6 will not be knocked off prior to 5 p.m.

Furthermore it is agreed that either party may review on a weekly basis and that either party may modify the accommodation upon mutual consent. In the event of circumstances beyond the control of the parties herein, if mutually agreed upon, this Accommodation may be suspended.

FOR GATEWAY TERMINALS, LLC

\_\_\_\_\_  
Ben E. Mercer, Director

\_\_\_\_\_  
Gary Morelli, Director

\_\_\_\_\_  
John Wambold, Director

Dated 03/01/2003

FOR ILA, LOCAL 1475

\_\_\_\_\_  
David V. Warhurst, President

\_\_\_\_\_  
H. Curtis Jenkins III, Business Agent

## APPENDIX

<b>Cooper/T. Smith Memorandum of Understanding 10/07/96</b>	<b>1-1</b>
<b>Tampa Letter of Understanding 04/28/88</b>	<b>2-1</b>
<b>Superintendent Definition 11/06/96</b>	<b>3-1</b>
<b>Equipment Lease Clause 12/20/96</b>	<b>4-1</b>
<b>Lash Contributions (\$6.61) Amendment 02/07/00</b>	<b>5-1</b>
<b>Containers on Breakbulk Vessels Letter of Interp. 08/11/03</b>	<b>6-1</b>
<b>Harassment, Discrimination, Retaliation Policy 06/27/05</b>	<b>7-1</b>



**COOPER/T. SMITH  
MEMORANDUM OF UNDERSTANDING**

This Agreement made and entered into by and between Cooper/T. Smith Stevedoring Co., Inc., (the "Employer"), and the South Atlantic and Gulf Coast District of the International Longshoremen's, AFL/CIO and affiliated ILA Locals (the "Union"), shall determine the wages, hours, and terms and conditions of employment of the Employer's hourly paid employees performing work on LASH Lighters and LASH "Mother" Vessels in the associated Ports of the South Atlantic and Gulf Coast District.

The Unions and Cooper/T. Smith Stevedoring agree that all Stevedoring on LASH Lighters, Lash "Mother" Vessels, warehouse and terminal operations related thereto performed in the Port of the South Atlantic and Gulf Coast District shall be performed in accordance with the principal agreements between Cooper/T. Smith Stevedoring Co., Inc. and the unions except as specifically changed by this Agreement.

**GANG SIZES:**

The gang size listed below shall be the minimum gang size and additional men may be hired at the discretion of the Employer to expedite the operation. It is further agreed that no other than ILA personnel will do work considered to be ILA jurisdiction; subject to the "New Hire" or "New Entry" Clause.

**Lighters.** The employer will employ (1) Working Foreman, (1) Clerk in charge (CIC), who will also serve as Timekeeper, and the amount of labor at the Employer's sole discretion for the loading and discharging of cargo on LASH Lighters. The gang may be divided between more than one (1) lighter at the same time, additionally the employer may shift employees between gangs or operations as needed to take care of additional requirements in manning during the work period.

The Employer will not be required to hire any additional labor categories or pay wage category pay differentials to the above gang structure for LASH Lighters.

Employees will be hired from the seniority roster and in cases where the union cannot supply all the labor management has the option to hire labor, provided that labor is paid under the "New Hire" or "New Entry" Clause at a wage of \$10.00 per straight time hour.

**Wages (Lighters.)**

<u>Category</u>	<u>Straight Time Wages</u>
Foreman	\$16.50
Clerk (CIC)	\$16.50
Clerk	\$15.20
Gang Members	\$14.00
New Hires	\$10.00

**"Mother" Vessel.** The Employer will employ a (1) Working Foreman, (1) Clerk (CIC) and eight (8) employees minimum to load and/or discharge, and secure and unsecure Lighters on the "Mother" Vessels. The Employer will not be required to hire any additional labor categories or pay differentials to the above gang for "Mother Vessels".

**Split Meal Hour On "Mother" Vessels:** The Employer will be allowed to continue to split the gang for meal breaks and continue work with the remaining gang members. This will be allowed for the payment of one (1) hour at time and one half of the prevailing wage to each gang member when the gang is split for a meal break.

**Wages ("Mother" Vessels).**

Foreman	\$16.50 Straight Time Hours
Clerk (CIC)	\$16.50
Longshoremen	\$14.00

**Starting Times For Lighters & "Mother" Vessel:**

7 AM, 8 AM, 10 AM, 1 PM, 3 PM, 7 PM, 12 Midnight.

**Flexible Meal Hour:** A meal hour may be taken in one half hour intervals from one hour before through one hour after the designated meal hour times. Gangs working into the meal hour will be paid at the prevailing wage as long as no gang is required to work more than six (6) hours before taking a meal break.

Should a gang work more than (6)hours to finish the vessel the meal hour will be paid at time and one half the prevailing wage until a meal break is taken or the gang is released. The exception to this rule is the "Split" Meal Hour when working the "Mother" Vessel.

Designated meal hours are: 6 a.m./12 noon/6 p.m. & 12 midnight.

**Work Day & Overtime:**

- (a) There will be six (6) straight time days of ten (10) hours each per work week. This is not a guarantee of any minimum number of hours per week.
- (b) Overtime will be paid at the rate of time and one half of the straight time wage for work performed before 7:00 AM and after 6:00 PM Monday through Saturday.
- (c) Sunday and Holidays will be paid all hours at time and one half the straight time wage.

**Guarantee Time:** All gangs guaranteed four (4) hours for the first call and two hours (2) after the meal break.

**Weather Clause:** The men will work in light rain on the Lighters (barges), at the Employer's discretion and in all weather conditions on the "Mother" Vessels, provided the Employer provides the men with rain gear. It is not the intent of the Employer to require employees to work in unsafe conditions.

**Holidays:** There will be six (6) working Holidays to be paid at time and one half the straight time wage.

There will be four (4) no work holidays, however, if the Employer must work on these no work days the union will do so for double the straight time rate of pay.

**Travel Time:** There will be no travel pay due employees under this agreement.

**Fringe Benefits:** \$6.61 per hour worked under this Agreement.

**Term of Agreement.**

This contract is in effect from October 1, 1996 and will remain in effect until midnight, September 30, 2001 with the following provision; Either party has the option to reopen this Agreement by giving written notice to the other parties at least forty-five days prior to September 30, 1998 and if by 12:-- midnight September 30, 1998 the parties have not reached Agreement, then either party will have the option to exercise their legal rights as the no strike agreement by the union and the no lock out agreement by the Employer will not be in

effect as written in the Principal Agreement as of 12:00 midnight September 30, 1998.

In Witness Whereof, the parties have executed this Agreement on the 7<sup>th</sup> day of October, 1996.

Cooper/T. Smith Stevedoring Co., Inc.

South Atlantic & Gulf Coast District ILA

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B.H. Greene, Jr.  
Vice President

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Benny H. Holland, Jr.  
President

**Letter of Understanding**

This will confirm our discussions in Tampa regarding the subject of automobile carriers and the wages and benefits applicable to such operations, the objective of which was to establish uniform conditions for such work in each of the South Atlantic ports.

As is reflected in paragraph seven (7) of the Letter of Interpretation, dated October 29, 1986, and paragraph 4(A) of the Addendum to Memorandum of Agreement, dated October 1, 1986, the parties are agreed that the wage rate on such vessels shall be \$14.00 per hour with a minimum gang size of sixteen (16) plus a minimum of four (4) clerks. The guarantee is to be four (4) hours. It was agreed that tractors, and other heavy equipment or trucks having more than one axle will be worked at the \$17.00 per hour wage rate, with the understanding that one or more such vehicles will require the payment of a minimum of one hour at the \$17.00 rate for the entire gang (including clerks). If the vessel is a ro-ro vessel, worked with the ramp down, the hourly rate will be \$17.00.

AGREED TO THIS 28TH DAY OF APRIL, 1988

South Atlantic & Gulf Coast  
District, International  
Longshoremen's Association

South Atlantic Employers  
Negotiating Committee

\_\_\_\_\_  
J.H. Raspberry, President  
South Atlantic Employees  
Negotiating Committee

\_\_\_\_\_  
James I. Newsome, Chairman

\_\_\_\_\_  
Perry C. Harvey, Jr., Chairman

\_\_\_\_\_  
Charles F. Spencer

\_\_\_\_\_  
Willie E. Sloan

**SUPERINTENDENT DEFINITION**  
**November 6, 1996**

Mr. Benny Holland, Jr.  
President  
International Longshoremen's Association  
South Atlantic and Gulf Coast District  
1827 The Strand  
Galveston, Texas 77550

Dear Mr. Holland:

During our recent negotiations the ILA asked that Management provide the ILA with a letter defining the duties of a Superintendent. The following definition of a Superintendent is the one that was given verbally during the negotiations.

“A Superintendent is that person designated by management to direct the labor force in the performance of their designated task. He is responsible for the safety of all personnel assigned to his control, proper stowage and handling of cargo, the coordination of the assignment of labor with the Chief Clerk and Gang Foreman.”

Should there be anything further required let us know.

Sincerely,

James P. Lamb  
Coordinator

**EQUIPMENT LEASING CLAUSE**  
**December 20, 1996**

The Employer recognizes that the ILA, its districts and Local Unions wish to preserve employment for their bargaining units and maintain work standards for Union members, and recognizing these as mutually desirable goals, agrees that it will not lease, rent, or loan any equipment to stevedoring entities and stevedoring related entities whose wages and economic benefits are not commensurate with the prevailing wages and economic benefits established by ILA Local Unions in the geographic area. This clause should not be read to require any specific allocation of money to specific benefits, but rather to require an overall economic package at least equivalent to the prevailing economic package.

(This clause extracted from December 20, 1996 letter to Mr. James Lamb, South Atlantic Employers Negotiating Committee from Mr. Benny Holland, Jr., South Atlantic and Gulf Coast District ILA.)

**AGREEMENT BETWEEN THE  
SOUTH ATLANTIC EMPLOYERS NEGOTIATING COMMITTEE  
AND THE  
SOUTH ATLANTIC & GULF COAST DISTRICT  
OF THE  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION**

**November 4, 1997**

The following is agreed to by the South Atlantic Employer's Negotiating Committee and the South Atlantic Employee's Negotiating Committee of the South Atlantic & Gulf Coast District International Longshoremen's Association.

Contributions made for the years ended September 30, 1997 and September 30, 1998, hours worked under the Cooper T. Smith/ Waterman LASH agreement in the amount of \$6.61 per hour shall be deemed credited hours for participation in the District Vacation and Holiday Funds.

Amended and agreed to this 7th day of February, 2000.

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Perry Harvey, South Atlantic  
& Gulf Coast District  
International Longshoremen's  
Association

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Stephen W. Zadach, South Atlantic  
Employers Negotiating Committee

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Benny Holland, South Atlantic  
& Gulf Coast District International  
Longshoremen's Association

**GENERAL CARGO VESSELS  
LETTER OF INTERPRETATION  
PERTAINING TO CONTAINERS**  
August 11, 2003

Containers on Break-Bulk Vessels

1. Starting Times: 7 a.m., 8 a.m. 1 p.m. and 7 p.m.
2. Seven (7) containers or less - breakbulk manning & wages, four (4) hour guarantee.
3. Over Seven (7) up to Sixty (60) containers - four (4) hour guarantee at automated wages with general cargo rules and manning.
4. When vessel starts at 7 a.m. and containers are handled in between 7 a.m. and 8:00 a.m., the 7-8 a.m. period is paid at overtime rates.
5. When containers are handled between 5 p.m. and 6 p.m. the 5-6 p.m. period is paid at overtime rates.
6. Deleted by District Committee.
7. Over Sixty (60) containers - eight (8) hour guarantee at automated manning and wages.
8. Only the gang/clerks and checkers handling containers will receive container pay. When containers are completed the gang reverts back to breakbulk rules and wages, provided men have received their guarantee.

For the International  
Longshoremen's Association

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Charles Spencer, Co-Chairman

For the South Atlantic  
Employer's Negotiating  
Committee

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Stephen W. Zadach, Co- Chairman



## **7-1 POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION**

**PURPOSE:** Both the ILA Locals and the South Atlantic Employers Negotiating Committee (the “SAENC”), and their respective employees, members and officers, unequivocally condemn and will not tolerate harassment, discrimination or retaliation among workers of any level. Harassment, discrimination and retaliation are regarded as matters of the utmost seriousness. Therefore, in order to prevent incidents of harassment, discrimination and retaliation, and to secure a proper working environment for all workers, the ILA Locals and SAENC have adopted this policy. The general purpose of this policy is to communicate to the personnel working under the SAENC/ILA agreements (hereinafter “Personnel”) that any unlawful harassment, discrimination or retaliation is prohibited by the ILA Locals and the SAENC, and to provide the Personnel with a procedure for submitting any complaint of unlawful harassment, discrimination or retaliation.

**GENERAL POLICY STATEMENT:** The ILA Locals and SAENC prohibit harassment, discrimination and/or retaliation of any kind. For purposes of this policy, harassment shall include sexual harassment, as defined below. No Personnel, or officer, manager, supervisor, member or employee of the ILA Locals or SAENC shall harass, discriminate or retaliate any other person within the **hiring hall** or work places to which personnel are referred. All Personnel, ILA Local members and Local representatives, and SAENC members and representatives must refrain from unwelcome, offensive or inappropriate behavior at work, and are responsible for assuring that the **hiring hall**/workplace is free of harassment, discrimination and retaliation at all times. Because the ILA Locals and the SAENC take all allegations of harassment, discrimination and retaliation seriously, the port Association and the ILA Local will respond promptly to all complaints. Whenever such conduct is alleged, the ILA Local and Port Association will vigorously investigate and take prompt and effective remedial action where wrongful conduct is determined to have occurred.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY:**

The employer members of the SAENC are equal opportunity employers. The policy of both the ILA and its respective locals and the SAENC is to provide equal opportunity to all persons without regard to any basis prohibited by law including, but not limited to, race, color, national origin, religion, creed, age, sex, marital status, pregnancy, height, weight, Vietnam era/disabled veteran status, or disability. It is the policy of the ILA and its locals and the SAENC to comply with all federal and state laws affecting employment, including laws that define and prohibit discrimination of any kind.

The ILA Locals, the Port Association and the Personnel are responsible for acting in accordance with this policy. All individuals covered by this policy are encouraged to assist the affirmative efforts in support of the EEO policy, including the recruitment and referral of qualified individuals for employment.

### **SEXUAL HARASSMENT:**

While in some cases individuals may make sexual comments or jokes or personal advances without intending harm, such actions can be unwanted, threatening and perceived as harassment. Stopping sexual harassment in its many forms requires an increased awareness by everyone of the impact that such actions may have on others.

For purposes of this policy, prohibited sexual harassment is defined as any type of sexually-oriented conduct whether intentional or not, that is unwelcome and either (i) is implied or stated to be a condition of employment or a factor in evaluating job performance, eligibility for work or any other component of employment, or (ii) hostile, offensive or intimidating environment. The following are examples of behaviors that may be considered sexual harassment:

Sexual jokes, language, epithets, advances or propositions;

Written or oral abuse of a sexual nature, (e.g., sexually degrading or vulgar words used to describe an individual);

The display of sexually suggestive objects, pictures, magazines, posters or cartoons;

Comments about an individual's body, sexual orientation, sexual prowess or sexual deficiencies;

Asking questions about sexual conduct;

Harassment consistently targeted at only one sex, even if not "sexual" in content;

Invading personal privacy at or outside the workplace (e.g., harassing telephone calls);

Touching, leering, whistling, brushing against the body, or making suggestive, insulting, or obscene comments or gestures;

Demanding sexual favors in exchange for favorable reviews, assignments, continued employment or promises of the same; and

Assault or coerced sexual acts.

Sexual harassment takes many forms. It can be between co-workers. It can be between members of the same sex. It can include a supervisor's harassment of a subordinate, or a subordinate's harassment of a supervisor. Third parties who witness sexually harassing behavior in a workplace environment can also be the victims of the harassment. Harassers can be supervisors, co-workers, customers, vendors, suppliers, or clients. All of these forms of harassment are illegal and violate this policy.

### **RESPONSIBILITY:**

The ILA and the SAENC require that all Personnel, and every individual connected to the ILA and SAENC, take steps necessary to prevent harassment, discrimination or retaliation from occurring. Every individual covered by this policy is required to report to their supervisor, or to another individual in a management position, or their ILA Local office, as the case may be, any experienced or witnessed incident of harassment, discrimination or retaliation. Upon a report of harassment, discrimination, or retaliation, the ILA Local involved and/or the SAENC will conduct a prompt investigation into the allegations and will take prompt and effective remedial action which, as appropriate, may subject employees and members to discipline up to and including termination. Every individual covered by this policy is required to cooperate with any investigation of harassment, discrimination or retaliation.

### **COMPLAINTS:**

Any person who believes he or she has been the subject of harassment, discrimination or retaliation must report the incident immediately to his or her supervisor, his or her employer's human resources department, to the ILA Local office, or to the officers of the ILA Local. Upon receiving a complaint, the ILA Local shall notify the Port Association of the complaint immediately in writing. Upon

receiving a complaint, the Port Association, shall notify the ILA Local of the complaint immediately in writing. A prompt and **as confidential as possible** investigation of all complaints will be undertaken.

**INVESTIGATORY PROCEDURE:**

Any Personnel employee, supervisor or manager who receives a harassment, discrimination or retaliation complaint must refer the complaint to the ILA Local or the Port Association. The Port Association and the ILA Local will investigate every complaint of discrimination, harassment or retaliation, and will make every effort to keep the matter as confidential as possible. **The ILA Local and the Port Association will bring the matter to a resolution.**

**RETALIATION PROHIBITED:**

Retaliation of any kind against a person making a complaint under this policy is strictly prohibited.

**DISCIPLINE:**

Any employee who has been found, after appropriate investigation, to have harassed, discriminated or retaliated against another employee will be subject to appropriate sanctions including expulsion. Similarly, because of the seriousness of such complaints and the damaging consequences which unfounded charges may have, adverse action can result from groundless allegations of harassment, discrimination or retaliation which are found to have been made in bad faith.

**APPEALS:**

**Any Personnel dissatisfied with the resolution of complaints or allegations of retaliation under this Policy or any Personnel dissatisfied with the imposition of discipline under this Policy has the right to appeal to and a hearing of the matter by the District Appeals Committee (consisting of two representatives each from management and Union) under the procedures set by that Committee with the decision of the District Appeals Committee to be final unless the Committee refers the matter to an arbitrator for final decision. The appeals will be heard in the port from which the appeal originated.**

**MISCELLANEOUS:**

In the event that this policy conflicts with any law, the applicable law shall supercede this policy.

**The SAENC and the ILA agree to review this policy on at least an annual basis.**

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Charles F. Spencer, Co-Chairman

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Stephen W. Zadach, Co-Chairman