

**Savannah, Georgia
GSA/ILA Local 1475
Shifting Agreement
2015**

As per the Collective Bargaining Agreement, labor may be shifted for any reason: "There shall be no interference with the Employer's right to shift personnel from hatch to hatch, ship to ship, dock to ship or ship to dock so long as the number of employees shifted from any gang does not reduce the Gang structure below the minimum required as determined by the class of cargo being handled by the gang. In no event shall employees be shifted from any gang for the purpose of opening, closing and rigging a hatch to which the entire gang has not been assigned." Para. 13(D)(2).

An Employer/Stevedore's right to shift personnel as per Para. 13(D)(2) shall be limited only as follows:

- 1) Gangs/labor may be shifted from vessel A to vessel B within the "guarantee time" (as defined below).
- 2) Gangs/labor shall not be shifted from vessel A to vessel B to vessel C.
- 3) Gangs/labor may be shifted from vessel A to vessel B and back to vessel A within the guarantee time.
- 4) An employer may work a shifted gang past the guarantee time.
- 5) Barring emergencies OR situations beyond the control of the companies, management will not release all gangs/labor from one vessel and then shift labor from another vessel to complete the balance of the work.
- 6) There shall be no shifting of emergency gangs or midnight start gangs.
- 7) Breakfast calls will only apply to a 7PM start. Breakfast calls will not be taken in combination with an existing day order or an emergency order.

For purposes of this Shifting Agreement, guarantee times are as follows:

- a) 0700/0800 starts – guarantee 1700 hours
- b) 1300 starts – guarantee 2300 hours
- c) 1900 starts – guarantee 0500 hours

ILA Local 1475 is to be advised at the time clerks are ordered if the stevedore intends to shift the gang as enumerated above. If the stevedore is required to add men to the gang because of cargo requirements, the men added shall be paid from the starting time of the gang under the above circumstances.

Stuffing gangs will not be allowed to shift from "Shed" to "Ship" for the purpose of re-coopering while that ship is working. However, when the ship is completed, this will be permitted. If a re-coopering gang is needed while the ship is working, then the company will order extra men or use the ship's gangs.

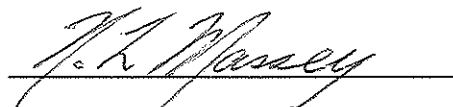
No gang may be shifted from the "Ship" to the "Stuffing Shed" nor shifted from the "Stuffing Shed" to work the ship. A container gang that is working that particular ship can stuff a container at a berth to be loaded aboard the ship that is presently working, provided the whole gang is used to perform the operation.

This agreement supersedes the shifting agreement dated August 28, 1981.

Agreed to this 8th day of July, 2015, by:



President, ILA Local 1475



President, Georgia Stevedore Association