

Extra List Application Process Agreement and Disclaimers

Any person that participates or attempts to participate in ILA Local 1475 ("Local 1475")'s process to create a pool of applicants for the *Extra List* ("you" or "applicant") must accept this *Agreement* ("Agreement") without change. By submitting your application, you agree to this *Agreement*, including the *Disclaimers* below at *Paragraph 5*, which is incorporated by reference. Please read them carefully.

1. Description of the *Extra List* Application Process.

The *Extra List Application Process* is described in the *ILA Local 1475 Extra Hiring Two Barrel Lottery System Document* and is available to review upon request from Local 1475.

2. *Extra List* Application Process Compliance Requirements.

Local 1475 operates a hiring hall for the referral of workers to employer-members of the Georgia Stevedore Association ("GSA"). You must comply with the application process requirements and job qualifications of the employer-members of the GSA in the Port of Savannah, Georgia (hereinafter collectively the "Employers"), who hire workers out of Local 1475's hiring hall to perform clerks and checkers and deck and dock work on the Savannah Port. Local 1475 does not set application requirements or job qualifications.

All *qualified* applicants for employment will be referred for work according to the terms of the following agreements which govern employment and qualification for employment and which collectively require that individuals be assigned to work based on availability, qualifications, and seniority: (1) the *Clerks and Checkers Agreement*; (2) *Local 1475's Hiring Hall Rules (as periodically amended and updated)*; (3) the *Extra Hiring Hall Rules*; (4) *Master Contract*; (5) the *ILA1475 Local Contract*; (6) the *Deck and Dock Seniority Plan*; and (7) the *MOU Savannah Deck and Dock* (all of these "*Documents*" and other applicable documents can be found at: <https://ila1475.com/documents/>).

3. *Extra List* Applicants Are Not Guaranteed Placement on the *Extra List*.

By submitting an application to be eligible for inclusion on the *Extra List*, You understand and agree that You are not guaranteed placement on the *Extra List* or any other dispatch list as may be established. Additionally, You understand and agree that You may still be disqualified for employment even though You are placed on the *Extra List*, if You do not meet the application process requirements and job qualifications as set forth by the Employers and as required by the *Documents*.

4. Placement on the *Extra List* Does Not Guarantee Employment.

If You are placed on the *Extra List* and are referred for work through Local 1475's hiring hall, You fully understand and acknowledge that ILA 1475 and the Employers for which You may accept a job referral have no obligation to employ You, or to continue to employ You in the future. You understand and acknowledge that You have no guaranteed right to work at any time.

5. Disclaimers.

SUBMITTING AN INDUSTRY APPLICATION OR PUBLIC APPLICATION WHICH IS DRAWN AND SEQUENCED AND PLACED ON THE POSTED EXTRA LIST, BEING CONTACTED FOR TESTING OR PROCESSING OR OTHER STATED PROCEDURES FOR EXTRA LIST PROCESSING DOES NOT OFFER OR GUARANTEE PROCESSING OR EMPLOYMENT. NO RELIANCE SHOULD BE PLACED UPON ANY OF THESE STEPS, NONE OF WHICH FORMS A CONTRACT OR CREATES A BINDING OBLIGATION UPON LOCAL 1475 OR THE EMPLOYERS TOWARDS YOU FOR EMPLOYMENT OR FUTURE EMPLOYMENT. ANYONE PLACED ON THE LIST MAY BE

DISQUALIFIED FROM PROCESSING AND LOSE ALL OPPORTUNITY TO BE DISPATCHED THROUGH LOCAL 1475'S HIRING HALL OR FROM THE EXTRA LIST IF S/HE IS FOUND FOR ANY REASON TO BE INELIGIBLE FOR PROCESSING OR EMPLOYMENT. DISQUALIFICATION MAY OCCUR AT ANY TIME, BEFORE OR AFTER PLACEMENT ON THE EXTRA LIST OR AFTER INITIATION OF PROCESSING FOR WHATEVER REASON, INCLUDING BUT NOT LIMITED TO THE FOLLOWING REASONS: (1) FAILING TO FOLLOW *ALL* THE DIRECTIONS GIVEN FOR PROPERLY SUBMITTING APPLICATIONS; (2) FAILING TO PROPERLY SUBMIT REQUIRED INFORMATION IN A TIMELY MANNER; (3) FAILING THE QUALIFICATION REQUIREMENTS IN THE TRAINING PROCESS; OR (4) FOR ANY REASON FAILING TO BE QUALIFIED. AFTER ACCEPTANCE ON THE EXTRA LIST AND AFTER MEETING ALL QUALIFICATION STANDARDS OF THE EMPLOYER, ALL APPLICANTS WILL BE SUBJECT TO THE EXTRA RULES AND TERMS OF THE CURRENT DOCUMENTS GOVERNING EMPLOYMENT FOUND AT [HTTPS://ILA1475.COM/DOCUMENTS/](https://ila1475.com/documents/). LOCAL 1475 AND THE EMPLOYERS MAY, AT THEIR DISCRETION, AT ANY TIME WITHOUT NOTICE, CHANGE OR REVOKE THE PROCEDURES FOR BECOMING AN APPLICANT FOR EMPLOYMENT OR FUTURE EMPLOYMENT ON THE EXTRA LIST. ANYONE INITIALLY INCLUDED ON THE EXTRA LIST MAY BE REMOVED AT ANY TIME FOR ANY REASON. TRAINING CANNOT BE PROVIDED TO ALL APPLICANTS ON THE EXTRA LIST AT THE SAME TIME AND APPLICANTS SHALL HAVE NO RIGHTS TO CONSIDERATION FOR TRAINING. APPLICANTS WILL BE SELECTED RANDOMLY FOR TRAINING AND SHALL BE AFFORDED EQUAL OPPORTUNITY WITH OTHERS ON THE EXTRA LIST TO BE TRAINED.

6. Limitations on Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LOCAL 1475 NOR THE EMPLOYERS WILL BE LIABLE FOR OR ANY LOSS ARISING IN CONNECTION WITH THE CREATION OF THE EXTRA LIST, DISQUALIFICATION, OR REMOVAL FROM THE EXTRA LIST.

7. Modifications.

Local 1475 reserves the right to modify any of the terms and conditions contained in this *Agreement* at any time and in its sole discretion by posting a change notice or revised Agreement on <https://ila1475.com/documents/> or by sending notice of such modification to You by text or email to the primary telephone number and / or email address provided by You to Local 1475. The effective date of such change will be the date specified, which will be no less than two business days from the date the notice is provided. YOUR CONTINUED PARTICIPATION IN THE EXTRA LIST APPLICATION PROCESS FOLLOWING THE EFFECTIVE DATE OF SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS.