

# Proposed Updated Hiring Hall Rules for Seniority Personnel

## INTERNATIONAL LONGESHOREMAN'S ASSOCIATION LOCAL #1475 HIRING HALL RULES

For purposes of clarification those starting times found in the current Collective Bargaining Agreement (ILA 1475 Local Contract) will be addressed in these rules as Day Work and Night Work.

- a) Day Work/Morning starts -will refer to 6am(0600), 7am(0700), 8am(0800), 9am(0900), 10am(1000), and 1pm(1300).
- b) Night Work/Night Starts -will refer to 7pm(1900), and midnight(2400) starts. (No shift on midnight starts)
- c) These rules apply to seniority personnel only.

### **RULE I: SENIORITY**

**SECTION 1:** All personnel will be hired and dispatched for work on a seniority basis in accordance with the Savannah Clerks and Checkers Seniority Agreement, Deck and Dock Seniority Agreement, The International MOU, and the Collective Bargaining Agreement between ILA Local 1475 and the Georgia Stevedore Association.

**SECTION 2:** Personnel receiving eight (8) hours or more pay from day work shall not possess seniority prior to the following day work.

**SECTION 3:** Personnel receiving eight (8) hours or more pay from night work shall not possess seniority prior to 12pm the following day.

**SECTION 4:** Personnel on morning starts who receive eight (8) or more hours pay from 7pm (if you are paid past 2:30am) shall not possess seniority until 12pm.

**SECTION 5:** Personnel on 1pm starts or night starts who receive eight (8) or more hours pay from 1am (if you are paid past 8:30am and beyond) shall not possess seniority prior to 7pm that night.

**SECTION 6:** Time stamp does not designate seniority over another in the same category (unless agreed upon by all personnel within the same category at the jobsite).

**SECTION 7:** Seniority personnel who call in after their category will choose their job based on the category they called in on. (Category rules will apply. Example: flip cards, roll dice, or timestamp)

**SECTION 8:** Work will always be chosen according to seniority. Work will be considered chosen once personnel have signed in and stepped away. Any personnel arriving later than ten (10) minutes prior to start of shift will choose work behind all personnel assigned on vessel/shift to include extra list personnel. (This will be based on International Cellular Time. Example, once clock reaches 6:50 for a 7:00 start personnel are “late”. Once Clock reaches 12:50 for a 1pm start personnel are “late”.) This rule applies to all start times.

## **RULE II: AVAILABILITY/DISPATCH**

**SECTION 1:** All seniority personnel must report their availability by queuing up. Night work que up time is 3:30pm-3:45pm. Day work que up time is 5pm-5:15pm.

**SECTION 2:** Jobs will be dispatched based on seniority and job availability as follows:

- dispatch for night work starts at 4pm (1600)

- dispatch for day work starts after night line-up is complete, not prior to 5:30pm (1730)

All morning mark offs, reliefs, or emergency orders will be filled per seniority as follows:

- dispatch for 6am (0600) jobs start at 4:30am (0430)

- dispatch for all other morning jobs start at 5am (0500)

**SECTION 3:** Personnel who are not queued up may call the hall to request a will call number while the dispatchers are within their category. Will call personnel will be called last in their category, after queued up personnel. Queued up personnel may AO. Queued up personnel who do not receive a job in lineup will be offered work when it becomes available.

**SECTION 4:** Personnel accepting work will no longer be automatically marked up for the following day/night. Personnel wanting employment must que up to be considered available for work.

**SECTION 5:** Queued up personnel who are available for work must speak directly to the dispatcher concerning employment to be assigned a job according to their seniority.

**SECTION 6:** In the event there is a que up tie within a respective category, the printed report will determine the order called.

**SECTION 7:** Personnel who have previously accepted employment and request a mark-off or emergency mark-off will be responsible for said job and must keep themselves available until it is filled through the hiring center. Personnel requesting any relief will be responsible for the current and subsequent shifts and must keep themselves available until a relief is provided through the hiring center. Any personnel not arriving or not returning to their job/shift of responsibility will be labeled a NOSO (no call, no show) and receive a seventy-two (72) hour penalty. Any future NOSO will be subject to Section 24 of the International MOU. The penalty will begin when the job is filled. Personnel must keep themselves available to the hiring center by phone in case the requested "Mark-Off" cannot be filled.

**SECTION 8:** Personnel who cancel, reject employment, or mark off after accepting a job shall be credited as though they did work and will be marked MOA (mark-off after). At this point, any future shifts these personnel were marked up for will be voided to include doubling and tripling.

**SECTION 9:** Personnel accepting jobs of continuity will be required to complete those jobs. In the event they mark off a continuity job prior to completing eight (8) hours for pay purposes, then they will not be eligible for employment for twenty-four (24) hours. The twenty-four (24) hour penalty will begin at the starting time of the relief; day or night, whichever applies. Personnel who receive this relief and fulfill the original eight (8) hours will retain the continuity of the original personnel. Personnel holding jobs of continuity may not accept a new call if their job is reordered for the next day. (This does not apply to Rule III, Section2)

**SECTION 10:** If any personnel is caught falsifying a past time limit (PTL), said personnel will serve a seventy-two (72) hour penalty from the time the hall was notified of their PTL. It will be the individual's sole responsibility to make sure their PTL is called into the Hiring Center.

**SECTION 11:** Personnel that are replaced for various reasons will be replaced and coded (RP) in the system. Personnel who are replaced will be credited as though they did work. They will serve no penalty.

**SECTION 12:** Personnel on non 8-hour guarantee starts/reliefs who are released by their employer and receive five (5) hours or less of pay may exercise their seniority for any new start dispatched through the hiring center at or after the time of their release. Personnel who exercise their seniority for a new start must complete the previous shift at least one (1) hour prior to the new start. Personnel working into this one (1) hour window must notify the dispatcher as soon as possible to give up job previously accepted. Personnel who fail to relinquish their job within one (1) hour prior to their next job will serve a twenty-four (24) hour penalty. This penalty will start from the time their replacement is dispatched. Officer approval may be granted to these personnel to keep the job previously accepted in the case it cannot be filled and covered in a timely manner.

**SECTION 13:** Personnel on non 8-hour guarantee starts/reliefs who are released by their employer and receive five and one half (5.5) hours or less pay may exercise their seniority for any relief job dispatched through the hiring center at or after the time of their release. Personnel who exercise their seniority for a relief must complete the previous shift at least thirty (30) minutes prior to the start of their accepted relief. Personnel working into this thirty (30) minute window must notify the dispatcher as soon as possible to give up job previously accepted. In these situations, an officer must be notified to ensure coverage of a job previously accepted. Personnel who fail to relinquish their job within thirty (30) minutes prior to their next job will serve a twenty-four (24) hour penalty. This penalty will start from the time their replacement is dispatched. Officer approval may be granted to these personnel to keep the job previously accepted in the case it cannot be filled and covered in a timely manner.

**SECTION 14:** All personnel who have previously accepted morning starts that have been modified (set back) to 1pm by the employer will have the option to retain or give up said job and be shown in (AO) status. Personnel must declare at the time they are informed of the setback.

**SECTION 15:** All personnel who have previously accepted morning starts that have been modified (set back) to 1pm by the employer will only be required to fulfill eight (8) hours from the original starting time.

**SECTION 16:** Personnel who (AO) new, will only offered jobs that were not available to them in prior line-up, or if the dynamic of a certain job has changed. The new job must be guaranteed based on their seniority. You cannot flip for a new job.

Examples of how the dynamic of certain jobs can change: Start time has changed, cancellations have been made, or personnel have gone PTL for a shift in which they were previously available.

Personnel not previously available for jobs offered in prior line-up now wishing to work must call and accept or make themselves available and will be placed according to their seniority. Dispatchers will not be responsible for offering a job previously available without contact with the hiring center.

**SECTION 17:** Personnel who do not answer the phone during lineup will be marked No Answer (NA). The hall will not contact said individual until they contact the hall.

**SECTION 18:** The Hiring Hall's Records, not the seniority members phone carrier, will be the determining factor as to whether the individual's correct number(s) have been called when a dispute arises.

**SECTION 19:** Personnel who AO and do not answer the phone will be marked not available until they contact the hiring hall.

**SECTION 20:** Personnel may AO new or AO specific for the job(s) they want to be offered later. If an individual AO's for work later and does not answer or accept the job when they are called will be credited as though they worked a full eight (8) hour job.

**SECTION 21:** Personnel working under their DND obligation within the International MOU who AO when called for DND may only accept a DND job when called later for their AO request.

**SECTION 22:** Personnel may cancel their future AO request at any time prior to being called for the job they AO'd for.

**SECTION 23:** All emergency orders will be offered to all personnel who AO'd regardless of what their AO status is and will not be penalized for turning down the emergency order unless it is what they AO'd for.

**SECTION 24:** Personnel may not make themselves available for a subsequent shift by marking off a previous shift. Personnel may not receive a replacement from the job in which they are currently working to make themselves available for a subsequent shift. An individual will serve a seventy-two (72) hour penalty for breaking this rule. Personnel cannot mark off one job to accept another.

**SECTION 25:** Seniority personnel will have one (1) minute to accept a job once they are speaking with the dispatcher. If they have not accepted a job when their minute is up, the dispatcher will hang up and call that person back at the end of their category. They will then have one (1) final minute to accept a job. If the individual does not accept a job in that last minute, they will forfeit their availability for that shift. It is the seniority personnel's responsibility to be prepared to accept a job in a timely manner when it is their turn.

## **RULE III: CONTINUITY**

**SECTION 1:** Personnel possessing continuity shall be the Super Chief, Chief Warf Clerk, Timekeeper, Plan Clerk, Kitchen, and Gate Assistants. Also, any additional personnel who are ordered by the employer to assist the Chief Warf Clerk in addition to the minimum compliment personnel shall possess continuity. The continuity shall last if that particular job is reordered, provided that when a new compliment of Longshoremen is ordered, a new compliment of Clerks shall also be ordered. (This does not apply to Rule III, Section 2.)

**SECTION 2:** This section applies to container vessels only: Personnel possessing continuity on Container Vessels only shall have the option to:

- A: Stay with the continuity of said vessel so long as they notify the dispatcher by 3pm for night work and by 5:00pm for tomorrows day work.
- B: Go to work anywhere else at any start time with no penalty so long as they notify the dispatcher by the times set forth in (A).
- C: Failure to notify the dispatcher by said times set forth in (A) will result in a twenty-four (24) penalty.
- D: This rule only applies to continuity on Container Vessels. Continuity will remain the same for B/B, RO/RO, Interchange, Company CWC, and Sugar Vessels.

**SECTION 3:** Personnel shifted from one continuity job to another or from a non-continuity to one of continuity during the same eight (8) hour period, shall not possess continuity for that job.

**SECTION 4:** Personnel accepting jobs of continuity will be required to complete those jobs. In the event they mark off a continuity job prior to completing eight (8) hours for pay purposes, then they will not be eligible for employment for twenty-four (24) hours. The 24-hour penalty will begin at the starting time of the relief day or night, whichever applies. Personnel who receive this relief and fulfill the original eight (8) hours will retain the continuity of the original personnel. Personnel holding jobs of continuity may not accept a new call if their job is reordered for the next day.

**SECTION 5:** A person's continuity shall be considered broken when the employer does not re-hire the person for that job for a period of twenty-four (24) hours from the starting time of the original job, excluding the 4 non-workdays.

**SECTION 6:**

**This Section pertains to 1pm (1300) starts only.**

- a) Continuity personnel that work from 1p-midnight will have continuity if that vessel is reordered for the following day.
- b) Continuity personnel who accept a continuity relief at 1900 and leave at midnight will have continuity the next morning if reordered.
- c) Continuity personnel that take a second meal break will have continuity the following night if that vessel is reordered.
- d) Continuity personnel who work a minimum of eight (8) hours from 1900 will have continuity the following night, if that vessel is reordered at 1900.
- e) Continuity personnel who accept a continuity relief at 1am **will not** have continuity if that vessel is reordered at 1900.
- f) Continuity personnel who work from 1pm-midnight, whose vessel is reordered for tomorrow, will not be available for work until 1pm unless they have accepted their continuity job.

Continuity personnel who complete the guarantee will retain the continuity. (Rule III, Section 2 applies)

**SECTION 7:** Continuity personnel who have previously accepted morning starts that have been modified (set back) to 1pm by the employer will have the option to retain or give up said job and be shown in (AO) status. Continuity personnel must declare status at the time they are informed of the setback.

**SECTION 8:** Continuity personnel who have previously accepted morning starts that have been modified (set back) to 1pm by the employer will only be required to fulfill eight (8) hours from the original starting time.

**SECTION 9:** In the event there is a reduction in Kitchen personnel due to a holiday, continuity personnel working the holiday will have the ability to modify their start time by filling additional spots for the following day based on seniority if more jobs are ordered.

## **RULE IV: RETURN RIGHTS**

**SECTION 1:** The dispatcher will not replace a person the next day or night with a person of the same seniority unless that person takes another new start or marks off that job prior to completing eight (8) hours for pay purposes. This applies to interchange only at respective gates.

**SECTION 2:** Return right to gates: Personnel who do not answer the call from the dispatcher will forfeit their return rights.

**SECTION 3:** Return rights apply to your gate only. Return rights do not apply to your previous day start time.

**SECTION 4:** The dispatcher will contact all personnel with return rights first when they start in a respective category. They will call return rights personnel based on their que up order. Return rights personnel who turn down their gate will retain their original que up position for their category.

**SECTION 5:** Personnel who do not complete their guarantee will not have return rights the following day. Personnel who accept a relief and complete the guarantee will have return rights the following day.

**SECTION 6:** Return rights run from Monday-Sunday. Holidays and no workdays **DO NOT** break your return rights.

**SECTION 7:** There are no return rights on vessels.

## **RULE V: EMERGENCY ORDERS**

**SECTION 1:** Orders received that are not covered by the Collective Bargaining Agreement are subject to the approval of the Business Agent, President, Vice-President, or Chairman of the Executive Board. All emergency orders are subject to the conditions that are imposed by the Officer contacted. The dispatcher will contact the officer and note on the dispatch sheet all information available concerning the order.

**SECTION 2:** There shall be no shifting of emergency personnel/gangs.

**SECTION 3:** Personnel/gangs which are added to an order after the cutoff time, will be treated as emergency personnel/gangs.

**SECTION 4:** There shall be no shifting of any vessels that have emergency gangs.

## **RULE VI: RELIEFS**

**SECTION 1:** When personnel are ordered by the employer to report back after a meal period and do not wish to do so, the Chief Warf Clerk (CWC) will be responsible for contacting all personnel to try and secure a relief for the second meal break from among personnel working the **SAME SHIFT** on the vessel who are not ordered to return. This applies to vessels taking supper, midnight supper, or breakfast.

**SECTION 2:** The CWC will not be responsible for contacting personnel who have not fulfilled the eight (8) hour guarantee. Personnel who want to leave at the first meal break must contact the CWC prior to the times set in Rule VI Section 6.

**SECTION 3:** On vessels that are set back, the CWC will contact all personnel prior to 4pm to secure all reliefs.

**SECTION 4:** Personnel not working to a meal period who request a relief will be considered a Emergency Relief (ER) and receive a forty-eight (48) hour penalty from the time the ER is filled.

**SECTION 5:** Personnel who have been shifted/or their gang took supper in conjunction with a new order may accept reliefs on the new vessel/order so long as they have the same guarantee. Personnel will only be offered on-vessel reliefs for the vessel they are currently working. Personnel accepting reliefs on a gang shifted to a vessel without the same guarantee will not be eligible to accept on-vessel reliefs. If eligible, these personnel must go through the Hiring Hall to accept another relief job. Personnel caught violating this will incur a forty-eight (48) hour penalty. (Example: Personnel can only take two (2) meal breaks.)

**SECTION 6:** The CWC/SCWC will notify the dispatcher no earlier than one (1) hour prior to the following cut-off times for reliefs:

-10 AM FOR 12 noon and 1 PM RELIEFS

-4 PM FOR 7PM RELIEFS

-11 PM FOR 1 AM RELIEFS

-5 AM FOR 7 AM RELIEFS

\*Dispatchers may start fillings reliefs prior to the cut-off time once they have spoken to all CWC's.

Personnel requesting a relief beyond these times will be considered an Emergency Relief (ER) and receive the forty-eight (48) hour penalty. The penalty will begin when the relief is filled through the Hiring Center. Personnel who accept this job will be the only one eligible for the requested ER.

**SECTION 7:** The Hiring Hall will not realign personnel for late reliefs called in.

**SECTION 8:** The dispatcher may fill reliefs outside of these time periods only with approval from the President, Vice-President, Vice-President Deck and Dock, Business Agent, or the Executive Board Chairman. The situation must be documented on the dispatch.

## **RULE VII: EXTRA WORK (DOUBLING)**

**SECTION 1:** All extra work including reliefs, will be offered to those persons who have made themselves available in accordance with Rule II, Section 2. Work will be offered first to those who have not worked and then to those who have worked and complied with Rule II. Personnel may choose to double in front of Extra List personnel only. All doubling will be dispatched through seniority. Seniority personnel must mark up to double by queuing.

**SECTION 2:** Once dispatch has exhausted all seniority personnel who are queued up and available, any extra work will then be offered to those personnel who choose to mark up to double according to seniority. This process will continue until all jobs have been filled.

**SECTION 3:** Seniority personnel who are doubling will pick behind all fresh seniority personnel. The ten (10) minute rule (Rule I, Section 8) still applies. All doubling seniority personnel will pick based on their seniority ahead of any extras.

## **RULE VIII: LATE MARK OFFS/TARDINESS/NO SHOWS**

**SECTION 1:** Personnel who have accepted a job and mark off within one and a half (1.5) hours of the start time, will be treated as an emergency mark off. Emergency mark offs (EMOA), emergency mark off continuity (EMOC), and emergency reliefs (ER) will receive a forty-eight (48) hour penalty. The penalty will begin **WHEN THE JOB IS FILLED**.

**SECTION 3:** When a person is late arriving to the job to which he is ordered, it shall be left to the discretion of the Chief Warf Clerk (CWC) as when to ask the dispatcher for a replacement. Once the replacement is ordered, the original person to whom the job was given shall have no claim to it and will be marked a no show (NOSO) and subject to the penalties in the International MOU.

**SECTION 4:** Personnel who accept a job and fail to show up to that job shall be consider a no show. A no show or no call (NOSO) shall be disciplined as follows:

First No Show in A Contract Year: The first no show for work (after marking up and accepting a job) in a contract year shall result in a seventy-two (72) hour suspension effective immediately. During the term of this suspension, the individual will not be eligible to work as either a Clerk and Checker or Deck and Dock clerk.

Second No Show in A Contract Year: The second no show for work (after marking up and accepting a job) in a contract year shall result in a thirty (30) day suspension effective immediately. During the term of this suspension, the individual will not be eligible to work as either a Clerk and Checker or Deck and Dock clerk.

Third No Show in A Contract Year: The third no show for work (after marking up and accepting a job) in a contract year shall result in a one-hundred and eighty (180) day suspension effective immediately. During the term of this suspension, the individual will not be eligible to work as either a Clerk and Checker or Deck and Dock clerk.

**SECTION 5:** Personnel who receive a no show (NOSO) may contact an officer within twenty-four (24) hours from their NOSO to request an appeal. Personnel who appeal will have their NOSO treated as an emergency mark off (EMO) and will only serve forty-eight (48) hours until their appeal is heard by the Executive Board.

## **RULE IX: CANCELLING OR REJECTING EMPLOYMENT**

**SECTION 1:** Personnel who cancel or reject employment after accepting a job shall be credited as though they did work and be marked MOA (mark-off after). At this point, any future shifts personnel were marked up for will be voided to include doubling and tripling. Repeated or habitual cancelling or failure to show up for work after having accepting employment will result in disciplinary action taken by the Executive Board.

**SECTION 2:** Queued up personnel who do not answer when called by dispatch will be marked NA (no answer) in the system. This will be considered a refusal to work. At this point, you may make yourself available for upcoming shifts by contacting the Hiring Center and speaking directly to a dispatcher. Failure to do so will result in personnel not being contacted for any available work.

**SECTION 3:** Personnel who accept a job and hang up the phone, that job will be considered accepted. At this point, personnel may not call back and change jobs.

**SECTION 4:** Personnel who need to mark off a job they have already accepted must speak directly to a dispatcher. The job they are marking off is still their responsibility until the dispatcher has filled their replacement.

**SECTION 5:** Personnel who have accepted a job and mark off within one and a half (1.5) hours of the start time, will be treated as an emergency mark off (EMO) and will not be eligible for employment for forty-eight (48) hours from the time your job is filled. Dispatchers will fill those jobs as they come available.

**SECTION 6:** Personnel who reach three (3) unexcused emergencies (ER, EROC, EMOA, EMOC) in any contract year will be required to meet with the Executive Board for additional discipline. Discipline will not exceed seven (7) days of “Do not Dispatch” status.

## **RULE X: HIRING CENTER**

**SECTION 1:** Personnel must be respectful to dispatchers and our dispatchers must be respectful to personnel on each phone call made. All calls through the Hiring Center are recorded. Any personnel who feel they have been disrespected are to contact an officer regarding the dispatcher in question. Any dispatcher who feels they have been disrespected has the right to cancel a call and immediately contact an officer regarding said personnel. Blatant disrespect by any party may be subject to review by the Executive Board.

**SECTION 2:** Personnel are responsible for making sure they are assigned to the job they chose. Errors made by the Hiring Center may be corrected if notified in a timely manner but there is no guarantee for realignment. Personnel may contact an officer and present a formal write-up concerning the dispatcher and error made. It will then be reviewed by the Executive Board.

**SECTION 3:** Personnel cannot call the Hiring Center unless calling to accept or decline employment or a CWC calling in their personnel.

**SECTION 4:** Personnel who habitually call the Hiring Center, not accepting or declining employment, may be required to meet with the Executive Board concerning their conduct.

**SECTION 5:** Any mark-offs called in during line up will not be dispatched during said lineup. These mark offs will be dispatched at the appropriate times set forth Rule II, Section 2.

**SECTION 6:** The Hiring Center will begin dispatching all morning 6am gate mark offs at 4:30am and all other morning mark offs and emergency orders at 5 am. All available jobs will be offered by seniority.

## **RULE XI: COMPLAINTS**

**SECTION 1:** Personnel with complaints concerning the Hiring Center shall contact the appropriate officer within five (5) days of the occurrence. The officer shall then refer the complaint to the Executive Board.

## **RULE XII: CATEGORY HIRING SYSTEM**

**SECTION 1:** Monday through Sunday, the dispatcher will begin the line-up for the next day's work after night line-up is complete. Monday through Sunday, the dispatcher will begin the line-up for the current day's night work and reliefs at 4 pm. The dispatcher may line-up outside of the times only with approval from the President, Vice-President, Business Agent, or Executive Board Chairmen. The situation must be documented on the dispatch and initiated by the appropriate Officer.

**SECTION 2:** After night line-up is complete the dispatcher will start day line-up. The dispatcher will begin by sending the text to all "A" cards. The dispatcher will start with the "A" category based on que up time.

**SECTION 3:** After all, “A” cards have been dispatched the dispatcher will start with the next seniority classification until all jobs are filled. After each category has been dispatched, the dispatcher will text the next seniority classification to alert them their category is next.

**SECTION 4:** Once all seniority classifications have been offered employment, the dispatcher will then offer employment to all personnel who have marked up to double.

**SECTION 5:** Once all seniority personnel, who marked up to double, have been offered employment the dispatcher will continue into the extra list until all jobs are filled.

**SECTION 6:** This procedure is repeated for night work.

## **RULE XIV: MISCELLANEOUS RULES**

**SECTION 1:** All additions and revisions to the Hiring Hall Rules shall be submitted in writing at a regular monthly meeting. Notification with proposed change will be sent to all members at least fifteen (15) days before voting at the next regularly scheduled monthly meeting. A two-thirds (2/3) vote of the members present shall be required for enactment.

**SECTION 2:** The purpose of the foregoing rules is to treat all persons working through the Hiring Center of Local 1475 in a fair and impartial manner, regardless of race, creed, sex, or union affiliation. If any of the foregoing rules are found to be in violation of any local, state, or federal laws then those portions in violation shall be null and void.

## **RULE XV: PENALTIES**

**SECTION 1:** Any person accepting employment when they are not eligible will be reviewed by the Executive Board and if found guilty will result in a minimum forty-eight (48) hour penalty in addition to the penalty served.

## Hiring Hall Rules Committee

### Members

Curtis Jenkins- Chairman

Joey Cetti

Eddie Ramsey

Joseph Powers

Jared Padgett

Jason Padgett

Pat Howard

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