

## 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 the contract year October 1, 1959 to September 30, 1960, and who have maintained continuous service at such occupation since October 1, 1960.

**CLASS B:** Class B 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 C:** Class C seniority shall be enjoyed by those personnel who were employed as Checkers, Clerks, etc., 700 or more hours during the contract year October 1, 1967 to September 30, 1968, and who have maintained continuous service at such occupation since October 1, 1968.

**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, 1968 to September 30, 1969, and who have maintained continuous service at such occupation since October 1, 1969.

**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, 1969 to September 30, 1970, and who have maintained continuous service at such occupation since October 1, 1970.

**CLASS F:** Class F 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 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, 1971 to September 30, 1972, and who have maintained continuous service at such occupation since October 1, 1972.

**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, 1972 to September 30, 1973, and who have maintained continuous service at such occupation since October 1, 1973.

**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, 1975 to September 30, 1976, and who have maintained continuous service at such occupation since October 1, 1976.

**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, 1976 to September 30, 1977, and who have maintained continuous service at such occupation since October 1, 1977.

**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, 1977 to September 30, 1978, and who have maintained continuous service at such occupation since October 1, 1978.

**CLASS L:** Class L 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 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, 1989 to September 30, 1990, and who have maintained continuous service at such occupation since October 1, 1990.

**CLASS N:** Class N 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 O:** Class O 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 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, 1996 to September 30, 1997, and who maintain continuous service at such occupation from October 1, 1997.

**CLASS Q:** Class Q 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 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, 1999 to September 30, 2000, and who maintain continuous service at such occupation from October 1, 2000.

**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, 2000 to September 30, 2002, and who maintain continuous service at such occupation from October 1, 2002.

**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 years October 1, 2002 to September 30, 2003, and who maintain continuous service at such occupation from October 1, 2003.

**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.

3.B. Seniority personnel who fail to earn 700 hours during any contract year subsequent to October 1, 2020, will drop to the next classification seniority category and will serve a two-year probationary period the following two contract years. They may regain their original seniority category by earning at least 700 hours during each of the two years of probation. Failure to earn 700 hours during this probationary period will result in a loss of seniority and will drop to Casual status.

Seniority personnel in the last seniority classification will drop to the Probation Section. A person in the Probation Section will have preference over all Casuals and Extra List personnel. If a new seniority classification is established within that two-year period, they will be given the newly established seniority card until their probation period ends.<sup>1</sup>

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 4 A.M., 6 A.M., 7 A.M., 8 A.M. 10 A.M. and 1 P.M. starts by 3 P.M. the previous day and remain available at a given phone number. Personnel must report their availability for 7 P.M. and Midnight starts by 3 P.M. the same day. 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 Supper must call the Dispatcher no later than 3:00 A.M. They will be replaced by qualified fresh personnel. In order to receive employment, individuals must either markup or queue up.

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 reemployment 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/she 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 22 day of September , 2003.

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

David V. Warhurst, President      Stephen W. Zadach, President

<sup>1</sup> Agreement between ILA 1475 & GSA October 1, 2021.