

MEMORANDUM OF UNDERSTANDING FOR LOCAL 1475 CLERKS AND CHECKERS' SENIORITY

Effective Date: October 1, 2021

The purpose of this proposed MOU is to establish a unified seniority system for ILA Local 1475. The following document outlines a solution to create a single list while ensuring that no seniority classifications are compromised and ensures that deck and dock jobs will be dispatched through a priority program. The need to resolve this issue is in everyone's best interest, both clerks and deck and dock workers alike, as well as our employer partners and the Georgia Ports Authority.

This document is intended to amend both the ILA Local 1475 Savannah Clerks and Checkers Seniority Plan and the ILA Local 1475 Savannah Deck and Dockmen Seniority Plan. To the extent there is any conflict between those documents and this MOU, the terms of this MOU supersede any inconsistent provisions in these Seniority Plans.

For purposes of clarification the following definitions will apply:

- a) Clerks Dispatcher - any individual dispatching clerks in seniority classifications currently regarded to as groups A-Z.
- b) Clerks Seniority List - the Clerks Seniority List currently containing classification A-Z as modified by this document.
- c) Deck and Dock Dispatcher - any individual dispatching Deck and Dock clerks in seniority classifications currently regarded to as groups A-Z19.
- d) Deck and Dock Seniority List - the Deck and Dock Seniority List currently containing classification groups A-Z19.
- e) Conventional Clerks - work that was traditionally being performed by ILA Local 1475 clerks prior to 2013 and that is currently dispatched under the Local 1475 Savannah Clerks and Checkers Seniority Plan.

1. The current Clerks Seniority List containing groups A-Z remains as is.
2. New seniority classifications will be added to the Clerks Seniority List following the conclusion of the current contract year 2020-2021 starting with group AA, followed by group BB, CC, etc., as necessary.
3. All current Local 1475 "Extra List" workers (Extra Lists 1, 2, 3, and 4), Local 1475 Casuals, and/or any individuals dispatched by the Clerks Dispatcher who have earned a minimum of 700 hours or more in the 2020-2021 contract year will be

placed on the Clerks Seniority List into seniority classification group AA. This group **does not** include any Clerk and Checker personnel on the Clerks "Emergency List."

4. Current "Extra List" workers who did not work a minimum of 700 hours in contract year 2020-2021 may qualify for seniority on the Clerks Seniority List in the future if they meet all requirements for seniority set forth at the time. Extra List workers who qualify at a future date will be moved into the seniority class created in the year in which their qualification was attained.
5. All Deck and Dock personnel being dispatched by the Deck and Dock dispatcher will be placed on the Clerks Seniority List in the following order:

Class Seniority BB: D&D seniority groups A through X.

Class Seniority CC: D&D seniority group Y.

Class Seniority DD: D&D seniority group Z17.

Class Seniority EE: D&D seniority group Z18.

Class Seniority FF: D&D seniority group Z19.

Class Seniority GG: D&D seniority group Z20 (Casuals, Extra Lists 1-4, Deck and Dock Clerks who accumulate 700 hours during contract year 2020-2021). This group **does not** include Deck and Dock personnel on the Deck and Dock "Emergency List."

6. All Deck and Dock clerks moved to the Clerks Seniority List will have an asterisk placed next to their name indicating that they will continue to be dispatched by the Deck and Dock dispatcher in the same manner that currently exists and per the Deck and Dock Seniority List. This is designed to ensure that Local 1475 provides our employers with qualified, productive workers on all Deck and Dock jobs without interruption.
7. A Deck and Dock clerk will be given the option to have the asterisk removed from their name, which will allow them to be dispatched going forward for Conventional Clerk work by the Clerks Dispatcher based on their seniority classification on the Clerks Seniority List, once they have accumulated 15,000 hours from contract year 2013-2014 forward or 10,000 hours from the contract year beginning in October

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2021-2022 forward, whichever occurs first. All hours worked (both Deck and Dock AND Clerk and Checker hours) will count towards a Deck and Dock clerk's accumulated hours for these purposes.

An individual who chooses to remove the asterisk from their name will no longer keep their placement on the Deck and Dock Seniority List. However, the individual will be given permanent placement as a Deck and Dock Casual and may be dispatched for Deck and Dock work based on their classification as a Casual.

8. An individual will have 30 days prior to the end of the contract year in which they reach their required number of hours (15,000 hours from contract year 2013-2014 or 10,000 hours from the contract year beginning in 2021-2022, whichever occurs first) to exercise this option of removing the asterisk.
9. To ensure that the number of clerks with an asterisk by their name changing over to Conventional Clerk work is manageable, no more than twelve (12) clerks will be allowed to exercise the option to remove their asterisk to transition to Conventional Clerk work in a given contract year. If more than 12 clerks would be eligible to exercise this option of removing the asterisk in a given contract year, the 12 workers with the highest seniority on the Deck and Dock Seniority List will have the option to change over to Conventional Clerk work. To break a tie within a seniority group, the individual with the most cumulative total hours worked since contract year 2013-2014 will be given priority and be allowed to exercise the option. A waiting list will be created for those who have qualified to exercise this transition option but were unable to do so due to the 12 person limit having already been reached for that contract year by workers ahead of them. No more than 12 workers will be allowed to transition from Deck and Dock Work to Conventional Clerk work in a single contract year unless ILA 1475 and GSA both agree to allow more than 12 workers to transition in a single contract year.
10. Deck and Dock clerks who have met their required number of hours and exercised the option to transition to Conventional Clerk work and to be dispatched by the Clerks Dispatcher will be dispatched by their respective seniority positions on the Clerks Seniority List (Example: BB, CC, DD, etc.).
11. If a Deck and Dock worker with an asterisk meets the required number of hours but rejects the option to transition to Conventional Clerk work, he/she will continue to be dispatched by their current Deck and Dock seniority by the Deck and Dock Dispatcher for the following contract year.

12. Going forward, the transition option for an individual with an asterisk by their name will be available at the end of each contract year to an individual who has reached the required number of hours (15,000 hours from contract year 2013-2014 or 10,000 hours from the contract year beginning in 2021-2022, whichever occurs first), subject to the limit of only 12 Deck and Dock clerks being allowed to transition in a single contract year as set forth above. In that event, the individual would be moved to a waiting list as set forth above and would transition only when they are high enough to get one of the twelve spots in a contract year.
13. Individuals on the Deck and Dock Emergency List and the Clerks Emergency List who accumulate 700 hours during contract year 2020-21 will be placed on a new Extra List to be established called "Extra List 5." This "Extra List 5" shall consist of only those Deck and Dock and Clerks Emergency List personnel who accumulated 700 hours during contract year 2020-21. All hours worked (both Deck and Dock AND Clerk and Checker hours) will count towards an individual's accumulated hours for these purposes. Commencing with the 2021-22 contract year, these individuals will qualify for seniority classification once they earn 700 hours in a contract year. Any other future Extra List(s) created after the effective date of this MOU, including an "Extra List 6," shall be established by Local 1475 in a non-discriminatory and non-arbitrary manner.
14. Individuals on Extra List 5 who were on the Deck and Dock Emergency List will have an asterisk placed next to their name on the Clerks Seniority List indicating that they are mandated to take any Deck and Dock position before seeking a Conventional Clerk position. The individual performing Deck and Dock work will be dispatched by their Extra List classification on Extra List 5 or their Seniority classification on the Clerks Seniority List (starting in contract year 2021-22 with Group HH, II, JJ, etc.) after the existing Deck and Dock Seniority List has been dispatched. Failure to accept the Deck and Dock job will result in a penalty as set forth in Paragraphs 24 and 25 of this MOU. If a Deck and Dock job is not available, the individual may take a Clerk and Checker job.
15. The asterisk placed next to the names of those individuals on Extra List 5 maybe removed once they have accumulated 10,000 hours from the contract year beginning in 2021-2022 (counting both Deck and Dock hours and Clerk and Checker hours) and if they are eligible as one of the 12 who can transition in a single contract year pursuant to Paragraph 9 above. If they have the hours but there is no available

slot given the maximum of 12 already met for that contract year, they will be placed on the waiting list as set forth in Paragraph 9 above. Once the asterisk is removed for an individual on Extra List 5, the individual is no longer mandated to take a Deck and Dock position before seeking a Conventional Clerk work position. They may then choose to mark up for either Deck and Dock or Clerk and Checker jobs (or both).

16. Individuals who are referred for work out of Local 1475 on Extra List 6 and/or any other future Local 1475 Extra List(s) created after the effective date of this MOU may choose to work as Clerks and Checkers, Deck and Dock Clerks, or both. Those individuals who choose to work as Deck and Dock or both will be required to attend Deck and Dock training. They may choose not to continue with Deck and Dock clerk work either during or within three (3) days after training. To ensure that all Deck and Dock jobs are filled moving forward, those individuals who choose to remain with Deck and Dock work or both will have an asterisk placed next to their name indicating that they are mandated to take any Deck and Dock position before seeking a Conventional Clerk position. Their asterisk would be removed as set forth above with an hour requirement and subject to availability of an open slot in the 12 that can transition in a single contract year.
17. Those individuals with an asterisk next to their names on Extra List 6 and/or any other future Local 1475 Extra List(s) or list of workers created after the effective date of this MOU will be required to mark up for Deck and Dock work until they have the asterisk removed from their name as set forth below. The individual performing Deck and Dock work will be dispatched by their Extra List classification on the Clerks Extra List or their Seniority classification on the Clerks Seniority List (starting in contract year 2021-22 with Group HH, II, JJ, etc.) after the existing Deck and Dock Seniority List has been dispatched. Failure to accept the Deck and Dock job will result in a penalty as set forth in Paragraphs 24 and 25 of this MOU. Those who choose to work as both Deck and Dock and as Clerks will be marked up for both Deck and Dock and Clerk and Checker jobs. They will have to accept a Deck and Dock job first when offered employment. Again, the failure to accept the Deck and Dock job will result in a penalty as set forth in Paragraphs 24 and 25 of this MOU. If a Deck and Dock job is not available, such an individual may take a Clerk and Checker job.
18. The asterisk placed next to the names of those individuals on Extra List 6 and/or any other future Local 1475 Extra List(s) created **after** the effective date of this MOU will be removed once the individual has accumulated 10,000 hours from the contract

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year beginning in 2021-2022 (counting both Deck and Dock hours and Clerk and Checker hours) and if they are eligible as one of the 12 who can transition in a single contract year pursuant to Paragraph 9 above. If they have the hours but there is no available slot given the maximum of 12 has already been met, they will be placed on the waiting list as set forth in Paragraph 9 above. Once the asterisk is removed for one of these individuals, the individual is no longer mandated to take a Deck and Dock position before seeking any Conventional Clerk work position. They may then choose to mark up for either Deck and Dock or Clerk and Checker jobs (or both).

19. There shall be no other Seniority classifications on the Clerks Seniority List created based upon hours worked through the 2020-2021 Contract Year, other than those set forth in Paragraphs 1, 3 and 5. Commencing with the 2021-22 Contract Year, ALL INDIVIDUALS who earn a minimum of 700 hours (COUNTING BOTH CLERKS AND CHECKER AND DECK AND DOCK HOURS) will be placed on the Clerks Seniority List and moved to the seniority classification created for the year in which the individual qualified. (Example: Those individuals who work at least 700 combined Clerk and Checker and Deck and Dock hours in the 2021-22 Contract Year will be placed in Clerk Seniority Classification HH).

20. Going forward, all hours performed by Local 1475 personnel (either Deck and Dock or Clerk and Checkers) will count towards an individual's accumulation of 700 hours in a given contract year for purposes of seniority classification.

21. Any Current Deck and Dock Extra List (Extra List 1, 2, 3, or 4) personnel who has not previously qualified for seniority and/or any Deck and Dock Casual will be given an asterisk mandating that they must take any Deck and Dock position before seeking any Conventional Clerk work position. Any such individual refusing to take a Deck and Dock job is subject to discipline as set forth in Paragraphs 24 and 25 of this MOU. The asterisk will be removed once the individual has accumulated 10,000 hours from the contract year beginning in 2021-2022 and if there is an open slot of the twelve people allowed to transition in a single contract year. If there is not, these individuals will go on the waiting list and be subject to the same rules as set forth above.

22. In the event ILA Local 1475 exhausts all qualified Deck & Dock personnel and are unable to fill a deck and dock position, Local 1475 and GSA reserve the right to recall any qualified Deck & Dock personnel beginning with the lowest seniority or extra list category to fill this need. This provision will only be enacted in emergency situations. Should the shortage of qualified Deck & Dock personnel persist, ILA

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Local 1475 and GSA will immediately begin the process to increase the number of Deck & Dock personnel.

23. Effective October 1, 2021, any individual who holds a Seniority Classification under either Clerks Seniority List or Deck and Dock Seniority List who fails to earn 700 hours during any contract year will drop to the next classified seniority category. Such individual will serve a two year probation the following two contract years. The individual may regain his or her original seniority category by earning at least 700 hours during each of these two years of probation. Failure to earn 700 hours in a contract year during this probationary period will result in a loss of seniority and the individual will drop to Casual status.

24. The following provision **only applies to clerks who have attained a seniority classification** on the Deck and Dock Seniority List or the Clerk and Checker Seniority List. Any Deck and Dock or Clerk and Checker seniority personnel who marks up and accepts a job, but does not show up for work, shall be subject to discipline, up to and including suspension from work referrals. Such individuals who do not show up for work 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.

25. The following provision **only applies to clerks who have not attained a seniority classification** on the Deck and Dock Seniority List or the Clerk and Checker

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Seniority List. Any non-seniority personnel (either Deck and Dock or Clerk and Checker) are required to mark up and be available for work for twenty-four (24) hours once every thirty (30) days. Any non-seniority personnel who marks up and is offered work, but who refuses such work (by failing to accept work, failing to respond to the phone call from the dispatcher, and/or failing to show up after accepting work) shall be subject to discipline, up to and including suspension from work referrals. Such individuals who refuse work and/or who fail to mark up for work once in a 30-day period shall be disciplined as follows:

First Refusal to Accept Work And/or Failure to Mark Up Once Every 30

Days In A Contract Year: The first refusal of a work referral and/or failure to mark up for 30 days 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 Refusal to Accept Work And/or Failure to Mark Up Once Every 30

Days In A Contract Year: The second refusal of a work referral and/or failure to mark up for 30 days in a contract year shall result in a ninety (90) 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 Refusal to Accept Work And/or Failure to Mark Up Once Every 30

Days In A Contract Year: The third refusal of a work referral in a contract year shall result in permanent suspension from the Local 1475 Extra List effective immediately. The individual will no longer be eligible to be hired to work as either a Clerk and Checker or Deck and Dock clerk.

Those who have worked as a Deck and Dock or a Clerk and Checker clerk in the last twenty-four (24) hours before refusing a job **will not be** subject to the above discipline.

26. If Local 1475 opens its list for new workers, it will do so in a non-discriminatory manner. The first new list after this MOU is entered (Extra List 6) will be capped at 1,000 new members. After that, the number of individuals on any new list would be based on the needs at that time. Out of any new list of workers, workers will only be allowed to be dispatched after being properly trained. GSA and Local 1475 will jointly decide how many workers each contract year are trained and allowed to be dispatched. Once the number of workers to be trained for a contract year is jointly

decided, they will be selected for training in a non-discriminatory manner, such as a random drawing from the list.

No new workers on Extra List 6 or any future Extra List(s) will be dispatched for Conventional Clerk Work or Deck and Dock Work until he/she has passed: 1) a physical examination; 2) a drug test; and 3) a proficiency test, as set forth in Article V, Section 1 of the Master Contract. They will not be dispatched for Conventional Clerk Work or Deck and Dock Work until properly trained to the satisfaction of GSA/Management.

27. Going forward, the GSA and Local 1475 should make all efforts to ensure that at least thirty (30) workers from any new extra list(s), including Extra List 6, receive Deck and Dock training in a given contract year.
28. 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 both Seniority Plans.
29. In the event work opportunities for personnel who have earned seniority under either Plan are negatively impacted by unforeseen events, the Seniority Board may adjust the order of hiring preferences between Seniority and non-Seniority personnel to address such unforeseen events.
30. A Deck and Dock clerk who has exercised his option to remove the asterisk and transition to Conventional Clerk work, and wishes to switch back being dispatched from their old placement on the Deck and Dock Seniority Roster, may petition the Seniority Board after completing one contract year of Conventional Clerk work. The Seniority Board will have the discretion to grant this request; however, such requests shall be granted liberally and should only be denied in extraordinary circumstances.
31. All seniority re-classification criteria that are currently in place will remain in effect unless modified by Local 1475 and GSA and approved by the South Atlantic and Gulf Coast District.
32. The Clerk Seniority List and Plan may be amended by mutual written agreement between Local 1475 and GSA hereto provided such amendment is approved by the South Atlantic and Gulf Coast District.

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By: _____
Alan Robb, President
South Atlantic & Gulf Coast District

Date: 10-1-21

By: _____
Derrick Miles, President
Georgia Stevedore Association

Date: _____

By: _____
Alan Robb, President
South Atlantic & Gulf Coast District

Date: _____

By:  _____
Derrick Miles, President
Georgia Stevedore Association

Date: 10-1-2021