

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NEW YORK SHIPPING ASSOCIATION, INC.
(FOR AND ON BEHALF OF ITS MEMBERS)

AND

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION
(FOR AND ON BEHALF OF ITS AFFILIATED LOCALS)

EFFECTIVE OCTOBER 1, 2018
FOR THE SIX-YEAR TERM
EXPIRING SEPTEMBER 30, 2024

FOR THE

PORT OF NEW YORK AND NEW JERSEY



Table of Contents

Preamble 1

Article I — Scope of Agreement 2

 Section 1. Employers 2

 Section 2. Master Contract..... 2

Article II — Jurisdiction 3

 Section 1. Jurisdiction - Container and Ro/Ro Operations 3

 Section 2. Jurisdiction - Breakbulk, Cruise, Automobile, and Bulk Operations..... 3

 Section 3. Union Security Clause and Checkoff..... 5

 Section 4. Shop Steward 6

 Section 5. Port of Discovery Program 14

Article III — Wages 14

 Section 1. Basic Straight-Time Wage Rates..... 14

 Section 2. Longshoremen’s, Checkers’ and Marine Carpenters’ Breakbulk and
 Bulk Cargo Hourly Premiums 15

 Section 3. Maintenance Employees Hourly Premiums..... 16

 Section 4. Marine Carpenters’ Hourly Premiums 17

 Section 5. Skill and Position Differentials 17

 Section 6. Productivity Standards and Skill Differentials..... 19

 Section 7. Overtime Rates..... 20

 Section 8. Payment of Wages..... 20

 Section 9. Holiday Payments to Clerks, Timekeepers, and Assistants 21

 Section 10. Chief Clerk of the Processing Department and Problem Resolution
 Department..... 22

Article IV — Hours 22

 Section 1. Regular Work Day..... 22

 Section 2. Starting Times 23

 Section 3. Meal Hours..... 24

 Section 4. Holidays 25

 Section 5. Cessation Of Work On Non-Working Holidays..... 25

Article V — Flex-time for Delivery and Receipt of Containers 25

 Section 1. Hourly Rates 25

 Section 2. Modifications 27

| | |
|---|----|
| Article VI — Minimum Guarantees | 28 |
| Section 1. Longshoremen Working at Other Than Passenger Ship Terminals..... | 28 |
| Section 2. Longshoremen Working at Passenger Ship Terminals..... | 30 |
| Section 3. Maintenance Employees | 33 |
| Section 4. Cargo Repair Workers | 34 |
| Section 5. Marine Carpenters..... | 34 |
| Section 6. Checkers..... | 35 |
| Section 7. Clerks and Timekeepers | 36 |
| Section 8. 11:00 P.M. Starting Time | 39 |
| Section 9. Work Stoppage..... | 39 |
| Article VII — Workforce Requirements | 40 |
| Section 1. Gang Sizes | 40 |
| Section 2. Relief Structure for Container Operations | 42 |
| Section 3. Checkers..... | 43 |
| Section 4. Maintenance Employees | 43 |
| Section 5. Timekeeper..... | 43 |
| Section 6. Receiving and Delivery Clerk | 43 |
| Section 7. Flexibility..... | 44 |
| Article VIII — Employee Benefits | 45 |
| Section 1. MILA | 45 |
| Section 2. NYSA-ILA Welfare Fund..... | 46 |
| Section 3. NYSA-ILA Pension Trust Fund..... | 46 |
| Section 4. NYSA-ILA Money Purchase Pension Fund and Plan | 50 |
| Section 5. NYSA-ILA Vacation and Holiday Fund..... | 50 |
| Section 6. NYSA-ILA Container Royalty Fund..... | 51 |
| Section 7. NYSA-ILA GAI Fund | 51 |
| Section 8. NYSA-ILA Scholarship Fund..... | 52 |
| Section 9. Duplication of Coverage | 52 |
| Article IX — Funding of Employee Benefits | 53 |
| Section 1. NYSA-ILA Assessment Agreement | 53 |
| Section 2. NYSA-ILA Fringe Benefits Escrow Fund..... | 53 |
| Section 3. Funding of Pensions..... | 54 |
| Section 4. Funding of Welfare Benefits | 56 |
| Article X — Contract Administration..... | 56 |
| Section 1. Contract Board..... | 56 |
| Section 2. Productivity Improvement | 58 |
| Section 3. Controlling Vacations..... | 59 |

| | |
|--|----|
| Article XI — New Employees | 59 |
| Section 1. Pre Hiring Protocols..... | 59 |
| Section 2. Recruitment and Hiring of Longshore and Checker Crafts | 61 |
| Section 3. List Restrictions | 63 |
| Section 4. Hiring Plan For General Maintenance and Repair Workers (“M&R”)..... | 64 |
| Article XII — Procedures for Reinstatement..... | 72 |
| Section 1. Eligibility | 72 |
| Section 2. Procedures..... | 74 |
| Article XIII — Dispatchers..... | 75 |
| Section 1. Responsibilities | 75 |
| Section 2. Selection of Dispatchers | 76 |
| Article XIV — Longshoremen’s Seniority | 76 |
| Section 1. Seniority | 76 |
| Section 2. Definitions..... | 76 |
| Section 3. Gangs | 77 |
| Section 4. Permanent Vacancies in Regular Gangs..... | 77 |
| Section 5. Permanent Vacancies for Regular List Positions..... | 78 |
| Section 6. Piers or Terminals Reopened within Three Years After Disuse | 79 |
| Section 7. New Piers and Piers and Terminals Reopened More Than Three Years After Disuse..... | 80 |
| Section 8. Measuring Seniority..... | 80 |
| Section 9. Qualifications for Employment..... | 84 |
| Section 10. Removal from List or Gang Positions..... | 84 |
| Section 11. List Restrictions | 85 |
| Section 12. Selection of Supervisory Employees | 85 |
| Section 13. Seniority Within Section 14..... | 86 |
| Section 14. Effect of this Article..... | 86 |
| Article XV — Checkers/Clerks’ Seniority..... | 86 |
| Section 1. Classification of Seniority..... | 86 |
| Section 2. Seniority Groups | 91 |
| Section 3. Timekeepers | 91 |
| Section 4. Qualifications for Employment..... | 92 |
| Section 5. Filling Job Vacancies; Layoffs; Promotions..... | 93 |
| Section 6. Continuous Service | 94 |
| Section 7. Allowable Breaks in Service | 94 |
| Section 8. Selection of Baggage Master/Chief Clerk | 95 |
| Section 9. Effect of this Article..... | 96 |

| | |
|--|-----|
| Article XVI — Maintenance Seniority | 96 |
| Section 1. Company Seniority | 96 |
| Section 2. Assignment of Employees..... | 96 |
| Section 3. Piers or Terminals Reopened within Three Years After Disuse | 97 |
| Section 4. Unqualified Employees..... | 97 |
| Section 5. Additional Employees | 97 |
| Section 6. Effect of this Article..... | 98 |
| Article XVII — Hiring Procedures..... | 98 |
| Section 1. Hiring of Longshoremen..... | 98 |
| Section 2. Hiring of Clerks, Checkers and Timekeepers | 112 |
| Section 3. Hiring of Maintenance Employees | 119 |
| Article XVIII — Productivity Improvement Process | 120 |
| Section 1. Overview | 120 |
| Section 2. Establishing Baseline Productivity &Goals..... | 121 |
| Section 3. Establishing Gang Goals..... | 122 |
| Section 4. Review Process | 122 |
| Section 5. Oversight Committee | 124 |
| Article XIX — Staff Positions and Compensation | 124 |
| Section 1. Work Schedule | 124 |
| Section 2. Job Description | 125 |
| Section 3. On Call Status | 125 |
| Section 4. Compensation | 125 |
| Article XX — Training | 127 |
| Section 1. Training and Certification | 127 |
| Section 2. Mandatory Training | 127 |
| Section 3. Training Within Section 14..... | 128 |
| Article XXI — Income Guarantee..... | 128 |
| Section 1. Control of GAI Costs..... | 128 |
| Section 2. Filing Vacancies | 128 |
| Section 3. GAI Payments..... | 129 |
| Section 4. Ineligibility for GAI..... | 129 |
| Article XXII — Drug and Alcohol Abuse Program..... | 130 |
| Section 1. Advisory Task Force | 130 |
| Section 2. Random Testing | 130 |

| | |
|--|-----|
| Article XXIII — Safety | 131 |
| Section 1. Personal Protective Gear | 131 |
| Section 2. Replacing Hatch Covers..... | 131 |
| Section 3. Raingear | 131 |
| Section 4. Amenities | 131 |
| Section 5. Refrigerated Cargo..... | 131 |
| Section 6. Hazardous Materials | 132 |
| Section 7. Maintenance Work in the Hold | 132 |
| Section 8. NYSA-ILA Joint Safety Committee..... | 132 |
| Article XXIV — Prohibited Conduct | 134 |
| Section 1. Alcohol and Drugs | 134 |
| Section 2. Smoking | 134 |
| Section 3. Presence on the Pier | 134 |
| Section 4. Incompetency, Shirking of Work, and Theft | 134 |
| Section 5. Discipline | 135 |
| Article XXV — Anti-Harassment and Anti-Discrimination Policy..... | 135 |
| Article XXVI — Management Rights | 135 |
| Section 1. Management Rights | 135 |
| Section 2. Change of Operation | 136 |
| Article XXVII — Prohibition of Lockouts, Strikes, and Work Stoppage..... | 136 |
| Article XXVIII — Grievance and Arbitration | 136 |
| Section 1. Scope..... | 136 |
| Section 2. THE FIRST STEP - Supervisor/Shop Steward..... | 137 |
| Section 3. THE SECOND STEP - Labor Adjusters..... | 137 |
| Section 4. THE THIRD STEP - LRC. | 138 |
| Section 5. THE FOURTH STEP - NYSA-ILA Contract Board..... | 139 |
| Section 6. THE FIFTH STEP - Arbitration..... | 140 |
| Section 7. Powers of the Arbitrator..... | 141 |
| Section 8. Interpretation of the Agreement | 142 |
| Section 9. Customs and Practices | 142 |
| Section 10. Master Contract Grievances..... | 142 |
| Article XXIX — Act of God Clause..... | 142 |
| Article XXX — Paid Sick Leave Statutes and Ordinances | 143 |
| Article XXXI — Term of Agreement | 143 |

| | |
|--|-----|
| Article XXXII — Signatories | 144 |
| Section 1. Execution of Agreement | 144 |
| Section 2. Refusal to Work..... | 144 |
| Section 3. Complete Agreement | 145 |
| Article XXXIII — Miscellaneous..... | 145 |
| Section 1. Headings | 145 |
| Section 2. Gender Neutral Language | 145 |
| Section 3. Severability | 145 |
| Section 4. Ratification..... | 146 |
| Section 5. Changes..... | 146 |

ANNEXES:

- Annex A Master Contract between United States Maritime Alliance, Ltd. and the International Longshoremen’s Association, AFL-CIO, effective October 1, 2018, for the Six-Year Term Expiring on September 30, 2024
- Annex B NYSA-ILA Assessment Agreement dated October 1, 2018, and amendments.
- Annex C NYSA-ILA Contract Board Leave of Absence Procedures.
- Annex D Basic Seniority Principles Governing Deep-Sea Practices within Section 14.
- Annex E NYSA-ILA Contract Board Policy on Absenteeism Procedures (Longshore Craft).
- Annex F NYSA-ILA Port of New York and New Jersey Plan for Implementation of the Master Contract Drug and Alcohol Abuse Program, as amended and restated in December 2007.
- Annex G The NYSA-ILA Joint Safety Violations Program
- Annex H New York Shipping Association, Inc. - International Longshoremen’s Association, AFL-CIO, Anti-Harassment and Anti-Discrimination Policy for the Port of New York/New Jersey, entitled “Respect and Dignity in the Maritime Industry Workplace,” as revised, July 2019.
- Annex I Weekend Hiring/6-Day Per Week and 7-Day Per Week Procedures

COLLECTIVE BARGAINING AGREEMENT
FOR THE PORT OF NEW YORK AND NEW JERSEY

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter this “Agreement”), made and entered into by and between the members of the NEW YORK SHIPPING ASSOCIATION, INC. (hereinafter “Association” or “NYSA”): carriers, contracting stevedores, marine terminal operators, and maintenance contractors operating in the Port of New York and New Jersey, and the INTERNATIONAL LONGSHOREMEN’S ASSOCIATION and its affiliated local unions representing longshoremen, clerks, checkers, timekeepers, cargo repair workers, maintenance employees, and marine carpenters in the Port of New York and New Jersey (hereinafter “ILA” or “Union”), establishes the terms and conditions of employment for all longshore employees, including longshoremen and hatch foremen; cargo repair workers; checkers, clerks, timekeepers, and their assistants, including head receiving and delivery clerks; general maintenance, mechanical and miscellaneous workers; and marine carpenters who are engaged in the Port of New York and New Jersey in work pertaining to the rigging of ships, handling lines in connection with the docking and undocking of ships, loading and unloading and checking and tallying of cargoes, including mail, ships’ stores and baggage; repairing of cargo; shoring of cargo; and maintenance and repair of equipment and facilities used in the handling and stevedoring of cargo, including containers and chassis.

ARTICLE I

SCOPE OF AGREEMENT

Section 1. Employers.

The Employers bound to this Agreement (hereinafter “Employers”) are the carriers, contracting stevedores, marine terminal operators, maintenance contractors, and other persons employing employees covered by this Agreement that are members of the NYSA, that become members of the NYSA during the term of this Agreement, that subscribe to this Agreement, or that become bound to this Agreement by operation of law.

Section 2. Master Contract.

The parties are bound by the terms and conditions of a collective bargaining agreement known as the Master Contract between the United States Maritime Alliance, Ltd. and the ILA establishing terms and conditions of employment for longshoremen, clerks, checkers, and maintenance employees employed in container and roll-on/roll-off (“ro/ro”) operations in ports on the East and Gulf Coasts of the United States, including the Port of New York and New Jersey, for the period from October 1, 2018, through September 30, 2024. This Agreement on local conditions in the Port of New York and New Jersey is subject to the terms and conditions of the Master Contract, a copy of which is appended to this Agreement as Annex A. This Agreement shall supplement the terms and conditions of the Master Contract for container and ro/ro operations and also prescribe the terms and conditions of employment for work pertaining to stevedoring and marine terminal operations involving cruise ships, pure-car-carrier automobile ships, breakbulk ships, and bulk ships in the Port of New York and New Jersey.

ARTICLE II

JURISDICTION

Section 1. Jurisdiction - Container and Ro/Ro Operations.

The jurisdiction of employees covered by this Agreement who are engaged in work involving container and ro/ro operations shall be determined by the provisions of the Master Contract.

Section 2. Jurisdiction – Breakbulk, Cruise, Automobile, and Bulk Operations.

(a) No Subcontracting. The Employers agree that they will not directly perform work done on a pier or terminal or contract out such work which historically and regularly has been and currently is performed by employees covered by this Agreement unless such work on such pier or terminal is performed by employees covered by this Agreement. It is recognized that the marine terminal work of the employees covered by this Agreement has traditionally been performed on piers and waterfront facilities. When such marine terminal work is moved off the marine terminal by an Employer to facilities in the port area, the employees covered by this Agreement shall retain their work jurisdiction at the off-pier facilities, when the work at the off-pier facilities is the work that would have been performed by them in the marine terminal.

(b) New Technology. The new technology provisions of the Master Contract shall apply to cruise, automobile, breakbulk, and bulk operations.

(c) Timekeepers, Checkers and Clerks. Timekeepers shall perform the work of validating employees covered by this Agreement under the Waterfront Commission Act. Checkers and clerks shall perform the work of preparing data from which truck loading billings are made, but such work

must be performed in connection with their other duties. Clerks shall perform the work of preparing truck loading tickets.

(d) Maintenance Employees. Maintenance employees shall perform facility maintenance work at marine terminals and the work of maintaining and repairing equipment and machinery used in the handling and stevedoring of cargo, including containers and chassis. The work of plugging and unplugging reefer containers aboard vessels is ILA maintenance work and shall not be performed by other persons, such as ships' crews, in accordance with the provisions of the Master Contract.

(e) Cargo Repair Workers. Cargo repair workers shall perform the work of repairing and reconditioning all cargo, including strapping or restrapping, stenciling, marking or remarking, packing or repacking, and bagging or rebagging, provided such work is done by or is performed for Employers in connection with the loading and unloading of cargo in the Port of New York and New Jersey.

(f) Marine Carpenters. Marine carpenters shall perform all woodwork pertaining to the fitting of ships and repairing of piers and docks and to the building and repairing of all gangways, cargo-skids, aeroplanes, pallets, and berry boxes (except cooperage and cargo repairs) and the shoring-off of automobiles and cargo.

(g) Truck Loading. All work at marine terminals relating to the loading of trucks, when truck loading service is provided by the Employer, shall be performed by employees covered by this Agreement.

Section 3. Union Security Clause and Checkoff.

(a) Union Membership. As a condition of employment all employees covered by this Agreement shall on or after the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is later, become members of the Union and remain members during the term of this Agreement. All employees who are members of the Union on the effective date of this Agreement shall remain members during the term of this Agreement. In connection with the provisions of this Section, no Employer shall be required to discharge an employee for reasons other than those set forth in the appropriate provisions of the Labor Management Relations Act of 1947, as amended.

(b) ILA International Checkoff. The Employers shall deduct from the wages and other compensation of those employees who so authorize by a written assignment or signed checkoff authorization filed with the Association the total sum authorized by those employees for each hour paid for, representing the portion of the ILA International membership dues of such employees. All money so deducted shall be paid to the International Longshoremen's Association as promptly as possible after the end of the payroll week for which the deductions are made.

(c) Local Union Checkoff. When a local union so requests and upon receipt of proper authorization from the individual member, the Employers shall deduct from the wages of those employees who so authorize by a written assignment or signed checkoff authorization filed with the Association the total sum authorized by those employees for each hour paid for, representing the portion of the local union membership dues of such employees. All money so deducted shall be paid to the local unions involved.

Section 4. Shop Stewards.

(a) Selection of Shop Stewards. Each Employer recognizes the right of employees in the longshore, checker, and maintenance crafts employed at the Employer's premises to select without interference from the Employer an employee of their own choosing to act as their representative and spokesperson under the Grievance Procedure of this Agreement in presenting their grievances to the Employer and in attempting to resolve them satisfactorily. Such a representative is to be known as the Shop Steward.

(b) Types of Shop Stewards. There are three types of Shop Stewards: (i) a part-time Shop Steward who has a full-time bargaining-unit job primarily at a cruise terminal, an auto terminal, or an open berth and who acts as a Shop Steward on an "as needed" basis whenever a grievance or dispute may arise; (ii) a full-time Shop Steward whose principal function is to represent employees primarily at a container terminal in connection with their rights under this Agreement; and (iii) a Master Foreman/Part-Time Shop Steward working at a container terminal who is primarily involved in operational functions for the Employer and also acts as a part-time Shop Steward. No later than November 1, 2018, each terminal shall meet with each of the local unions representing the terminal's employees to agree on the Shop Steward category to which each Shop Steward should be assigned. The Employer shall prepare for each Shop Steward a written job description as mutually agreed upon by the local union and the Employer setting forth the work functions assigned to the Shop Steward. This job description shall be countersigned by the Shop Steward, the local union, and the Employer.

(c) Part-Time Shop Steward. A part-time Shop Steward (PTSS), who shall be physically

present at the work site and required to work in the PTSS's bargaining-unit job, is compensated on an hourly basis in accordance with the wage provisions of this Agreement. Work hours for a PTSS shall be those required by the Employer. The PTSS shall be permitted to attend to his Shop Steward duties during work hours without loss of wages or benefits.

(d) Full-Time Shop Steward.

(i) A full-time Shop Steward (FTSS) shall be required to be physically present at the terminals at least eight (8) hours per day, Monday through Friday, and at such other times day or night as the FTSS's Employer shall require, including on weekends and holidays, to perform assigned duties. During these hours, an FTSS has the right to travel to the union offices or other off-terminal locations to attend union or Employer meetings or to perform the FTSS's work functions delineated in subsection (d)(ii) of this section, provided the FTSS notifies the Employer in advance of these off-terminal activities and obtains the Employer's approval.

(ii) In addition to participating in the administration of this Agreement and the resolution of all labor issues involving craft employees for whom the FTSS serves as a Shop Steward, an FTSS shall perform the work or services assigned by the FTSS's Employer, such as recording and tracking the equalization of gang hours; coordinating vacation and time-off requests; recording and maintaining all labor vacations to ensure they adhere to company guidelines; working with management to ensure all company safety policies and procedures are adhered to by labor; furthering workplace safety practices; participating as a member of the terminal's ILA/Management Safety Committee; attending all scheduled safety meetings and accident-review meetings, if requested by the Employer to do so; attending all production

meetings between labor and management; participating in labor-training programs; participating in discussions relating to disciplinary actions; attending pier-level-grievance meetings at the terminal and, when requested by the local union, attending Labor Relations Committee or Contract Board meetings relating to a grievance; handling labor take outs to ensure that they meet management's requirements; and working on other issues that may arise between labor and management.

(iii) An FTSS shall not receive any preferential or privileged treatment, and in all respects shall be subject to all the terms and conditions of this Agreement, except that an FTSS shall not be required by the Employer to be a member of a gang or required to perform maintenance work, operate equipment, or perform clerking or checker work in conjunction with vessel or terminal activities.

(iv) An FTSS shall, when not actually on the premises, comply with the following terms and conditions:

- (A) provide the Employer with the home- and cell-phone numbers at which the FTSS can be reached at any time to handle any of the FTSS's duties; and
- (B) report to the terminal within a period of time that is reasonably practicable upon being informed of any issue that in the Employer's discretion requires the FTSS to be present at the terminal.

(v) An FTSS who engages in an unexcused failure to comply with subsections (d)(i), (d)(ii), and (d)(iv) of this section shall be penalized as follows:

- (A) first and second offense: loss of pay for the day of the infraction;

- (B) third offense: suspension for one week without pay;
- (C) fourth offense: suspension for one month without pay; and,
- (D) fifth offense: termination from any further employment as a Shop Steward under this Agreement.

(vi) An FTSS shall be compensated as follows:

- (A) By October 1, 2018, every FTSS must be placed on a weekly salary that shall provide the FTSS with the total wages the FTSS received from the FTSS's Employer in the contract year ending September 30, 2018. Effective October 1, 2018, that salary shall not be increased during the term of this Agreement for any FTSS earning \$375,000 or more per year except for the equivalent of the \$1.00 per hour raise effective October 1, 2023 that is set forth in the USMX-ILA Master Contract for the six-year period ending September 30, 2024. Any FTSS earning less than \$375,000 per year shall be entitled to receive the equivalent of all four \$1.00 per hour raises set forth in the USMX-ILA Master Contract for the six-year period ending September 30, 2024. The FTSS is employed in a bona fide administrative capacity performing non-manual, labor-relations work requiring the exercise of discretion and independent judgment and is thus not entitled to any additional overtime pay under this Agreement or otherwise.
- (B) An FTSS who is first employed as an FTSS after October 1, 2018 shall receive a salary in an amount less than the FTSS's predecessor's salary to

be negotiated by the Employer and the local union within a range between a 5% and 25% reduction. Deadlocks shall be referred to a panel arbitrator selected in accordance with Section 6 of Article XXVIII of this Agreement for a final and binding determination of the appropriate salary within the salary ranges set forth in this subsection. The arbitrator's decision shall not be subject to judicial review. Since the FTSS is employed in a bona fide administrative capacity performing non-manual labor-relations work requiring the exercise of discretion and independent judgment, the FTSS is not entitled to any additional overtime pay under this Agreement or otherwise.

- (C) An FTSS shall be eligible for all employee benefits under this Agreement. When an FTSS, other than (i) an FTSS for the checker/clerk craft and (ii) an FTSS for the longshore craft working at a container terminal in Section 12 (Newark and Elizabeth, New Jersey), is on holiday or vacation time-off, the FTSS shall not be replaced by any temporary shop steward, and any grievance or dispute that may arise in the FTSS's absence shall be handled by a delegate from the FTSS's local union. Effective October 1, 2018, the number of hours for contributions to the NYSA-ILA Money Purchase Pension Plan shall not exceed 5,000 hours and the number of hours for credited service for employee benefits for an FTSS under this Agreement shall be 2,080 hours per contract year, except that during the

term of this Agreement, any FTSS first employed prior to October 1, 2012 shall have paid on his behalf to the NYSA-ILA Money Purchase Pension Plan contributions based upon the same amount of hours for which contributions were paid for the contract year ending September 30, 2012.

(e) Master Foreman/PTSS.

(i) The Master Foreman/PTSS is primarily involved in operational and supervisory functions at a marine terminal and engages in shop steward duties on a part-time basis. In performing these operational and supervisory functions, the Master Foreman/PTSS may be required to oversee and supervise work in conjunction with vessel or terminal activities. The Master Foreman/PTSS shall not replace another foreman or perform another foreman's duties and responsibilities. A Master Foreman/PTSS shall be required to be physically present at the terminal at least eight (8) hours per day, Monday through Friday, and at such other times required by the Employer as set forth in subsection (e)(iii) of this section.

(ii) The Master Foreman/PTSS performs a variety of operational and supervisory functions for the Employer, including, but not limited to, overseeing and monitoring services performed by outside vendors at the marine terminal, supervising the implementation of new technology at the terminal, coordinating programs relating to the refurbishment of heavy equipment, attending all production meetings between management and labor, and participating in the development and implementation of labor training programs. In addition, the Master Foreman/PTSS is responsible for various administrative functions, including working with management to ensure all company safety policies and procedures are adhered

to by labor; furthering workplace safety practices; participating as a member of the terminal's ILA/Management Safety Committee; attending all scheduled safety meetings and accident-review meetings, if requested by the Employer to do so; coordinating vacation and time-off requests to ensure they adhere to company guidelines; overseeing the equalization of overtime list/hours; handling labor take outs to ensure that they meet management's requirements; and working on other issues that may arise between labor and management. The Master Foreman/PTSS shall be available to field questions relating to the collective bargaining agreement and, if unresolved, refer grievances to the local union for processing and resolution.

(iii) A Master Foreman/PTSS shall when not actually on the premises comply with the following terms and conditions:

(A) provide the Employer with the home- and cell-phone numbers at which the Master Foreman/PTSS can be reached at any time to handle any of the Master Foreman/PTSS's duties; and

(B) report to the terminal within a period of time that is reasonably practicable upon being informed of any issue that in the Employer's discretion requires the Master Foreman/PTSS to be present at the terminal.

(iv) A Master Foreman/PTSS who engages in an unexcused failure to comply with subsections (e)(i), (e)(ii), and (e)(iii) of this section shall be subject to docking of pay and suspensions for repeated offenses.

(v) A Master Foreman/PTSS shall be compensated as follows:

(A) Effective October 1, 2018, an individual who becomes a Master

Foreman/PTSS must be placed on a weekly salary that shall provide the individual with the total wages the individual received from the Employer in the contract year ending September 30, 2018. A Master Foreman/PTSS shall be entitled to receive the equivalent of only the first three of the four \$1.00 per hour raises set forth in the USMX-ILA Master Contract for the six-year period ending September 30, 2024. Since the Master Foreman/PTSS is employed in a bona fide executive capacity whose primary duty involves supervision at the marine terminal, who customarily and regularly directs the work of two or more other employees, and whose suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change in status of other employees are given particular weight by the Employer, the Master Foreman/PTSS is thus not entitled to any additional overtime pay under this Agreement or otherwise.

- (B) An individual who replaces a deceased, disabled, or retired Master Foreman/PTSS during the term of this Agreement shall receive (i) a salary in an amount less than the predecessor's salary and (ii) a reduction in the predecessor's number of hours for which contributions are to be paid to the NYSA-ILA Money Purchase Pension Plan. Both the salary and the number of hours for Money Purchase Plan contributions are to be negotiated by the Employer and the local union within a range between a 5% and 25% reduction. Deadlocks shall be referred to a panel arbitrator

selected in accordance with Section 6 of Article XXVIII of this Agreement for a final and binding determination. The arbitrator's decision shall not be subject to judicial review.

- (C) A Master Foreman/PTSS shall be eligible for all employee benefits under this Agreement. The number of hours for credited service for employee benefits under this Agreement shall be 2,080 hours per contract year, except that a Master Foreman/PTSS (except individuals who replace a deceased, disabled, or retired Master Foremen/PTSS during the term of this Agreement) shall have paid on his behalf to the NYSA-ILA Money Purchase Pension Plan contributions based upon the same amount of hours for which contributions were paid for the contract year ending September 30, 2018.

Section 5. Port of Discovery Program.

In accordance with Article IX, Section 5 of the Master Contract, the NYSA and Local 1804-1, International Longshoremen's Association have established a valid Port of Discovery Program for the Port of New York and New Jersey.

ARTICLE III

WAGES

Section 1. Basic Straight-Time Wage Rates.

In the Port of New York and New Jersey the basic straight-time wage rates are the same for all crafts for all cargo operations, including containerized, ro-ro, breakbulk, bulk, automobiles, and

passenger vessels. The basic straight-time wage rates can be derived from the provisions of Article II of the Master Contract. The wage rate for new employees who enter the industry on or after October 1, 2018, shall be in accordance with the provisions of Article II, Section 2 of the Master Contract.

Section 2. Longshoremen’s, Checkers’ and Marine Carpenters’ Breakbulk and Bulk Cargo Hourly Premiums.

The following hourly premiums shall be added to the basic straight-time wage rate for longshoremen, checkers, and marine carpenters, when handling the following breakbulk or bulk cargoes:

| Type of Cargo | Hourly Premium |
|---|-----------------------|
| Bulk cargo, ballast, and all coal cargoes, including loading and trimming coal for a ship’s own bunker purposes: | \$0.05 |
| Cement in bags and lime in bags: | \$0.05 |
| Rubber where talc has been used in stowage moving directly from its original point of loading (not if transshipped at any intermediate point): | \$0.10 |
| Wet hides, barbasco root, fish meal, bone meal, creosoted poles, creosoted ties, creosoted shingles, cashew oil, naphthalene in bags, and soda ash in bags: | \$0.15 |
| Bulldozer Operators in the hold on discharge of bulk sugar: | \$0.55 |
| Refrigerated space cargo-meats, fowl, and other similar cargo which is to be transported with the temperature in the refrigerator at freezing or lower (this premium shall be paid to the full gang): | \$0.20 |

When handling explosives, including containerized explosives, and when handling cargo, including container cargo, that is damaged by fire or water causing distress or obnoxious conditions

(salvage cargo), longshoremen, checkers, and marine carpenters shall be paid at double the basic straight-time wage rate.

Section 3. Maintenance Employees’ Hourly Premiums.

(a) **“Dirty Money” Work.** All work performed by maintenance employees other than sweepers and handymen or shoregangs in any tanks or bilges that have not been previously cleaned shall be considered “dirty money” work and shall be paid for at the overtime rate of one and one-half times the basic straight-time wage rate being paid to that maintenance employee but only for the actual number of hours during which such work is performed. The handling of chlorine gas shall be considered “dirty money” work and shall be paid for at the overtime rate of one and one-half times the basic straight-time wage rate but only for the actual number of hours during which such work is being performed.

(b) **Hourly Premiums.** The following hourly premiums shall be added to the basic straight-time wage rate being paid to maintenance employees:

| Type of Work | Hourly Premium |
|---|----------------|
| Regularly performing fireman’s duties on evening shifts (4:00 P.M. to 12:00 midnight or 12:00 midnight to 8:00 A.M.) for work on such shifts: | \$0.10 |
| Repairing fiberglass insulated reefer vans for the time actually exposed to fiberglass while doing such work: | \$0.10 |
| Actual time spent painting and chipping, when such work is required to be performed on scaffolds: | \$0.20 |
| Actual time spent spray painting in enclosed confined areas, such as spray booths, or overhead surfaces: | \$0.20 |

When handling explosives, including containerized explosives, maintenance employees shall be paid at double the basic straight-time rate.

(c) Tool Allowance. A tool allowance of 5 cents (\$0.05) per hour shall be paid to maintenance employees who are required to furnish and use their own tools and maintain them in good condition. This tool allowance is not considered to be wages or compensation for services performed but is intended merely as reimbursement on a uniformly reasonable basis of expenses incurred by such an employee in furnishing the employee's own tools.

Section 4. Marine Carpenters' Hourly Premiums.

(a) Hourly Premiums. Marine Carpenters, including snappers and temporary foremen, shall receive an hourly premium of thirty cents (\$0.30), which shall be added to the basic straight-time wage rate, when they use portable saws except in a shop.

(b) Tool Allowance. A tool allowance of ten cents (\$0.10) per hour shall be paid to marine carpenters and snappers who are required to furnish and use their own tools and maintain them in good condition. This tool allowance is not considered to be wages or compensation for services performed but is intended merely as reimbursement on a uniformly reasonable basis of expenses incurred by such an employee in furnishing the employee's own tools.

Section 5. Skill and Position Differentials.

(a) Longshoremen. The following hourly differentials shall be added to the basic straight-time wage rate for longshoremen in the following positions:

| Position | Straight Time Hours Hourly Differential |
|----------------------------------|--|
| Container Crane Operator | \$3.50 |
| Yard Carrier | \$3.00 |
| Straddle Operator | \$3.00 |
| Hustler Operator | \$2.50 |
| Toploader Operator | \$2.50 |
| Stack Operator (25 tons or more) | \$2.50 |
| Empty Handler | \$2.50 |
| Transtainer/RTG Operator | \$2.50 |
| Commercial Driver License | \$1.50 |
| Payload Operator | \$0.50 |
| Bulldozer Operator | \$0.50 |

Effective October 1, 2014, members of the longshore craft working at container terminals shall receive a special \$1.00 per hour differential for all straight-time hours, which is included in the above list of straight-time differentials. This special differential is not payable for overtime hours. Hatch bosses and foremen associated with container vessel operations shall receive a differential equal to \$1.00 more than the highest skill differential paid to any longshoreman under their supervision.

(b) Checkers and Clerks. The following hourly differentials shall be added to the basic straight-time wage rate for checkers and clerks who are qualified to use and in fact use computers, including hand-held computers in the course of their job functions:

| | |
|------------------------------|--------|
| From 10/01/2018 – 09/30/2021 | \$2.75 |
| From 10/01/2021 – 09/30/2024 | \$3.00 |

Head clerks, dock bosses (both regular and temporary), and head timekeepers shall receive an additional differential of \$0.50 to be added to their basic straight-time wage rates unless as staff employees they are paid salaries in accordance with the provisions of Article XIX of this Agreement.

(c) **Maintenance Employees.** The following hourly differentials shall be added to the basic straight-time wage rate for maintenance employees in the following positions:

| Position | Hourly Differential | |
|---------------------------------|----------------------------------|----------------------------------|
| | From 10/01/2018 to 09/30/2021 | From 10/01/2021 to 09/30/2024 |
| Container/Chassis Mechanic | \$3.75 | \$4.00 |
| Roadability Mechanic | \$3.75 | \$4.00 |
| Crane Mechanic | \$3.75 | \$4.00 |
| Power Mechanic | \$3.75 | \$4.00 |
| Reefer Mechanic | \$3.75 | \$4.00 |
| Facility Maintenance Mechanic | \$3.75 | \$4.00 |
| Mechanic/Electrician` | \$3.75 | \$4.00 |
| Mechanic /Electrician Foreman | \$2.25 | \$2.50 |
| TIR Inspector | \$2.25 | \$2.50 |
| Yardman (not including Sweeper) | \$3.25 | \$3.50 |

(d) **Other Crafts.** The following hourly differentials shall be added to the basic straight-time wage rate for employees in the following other craft positions:

| Position | Hourly Differential |
|--------------------------|---------------------|
| Cargo Repair Foreman | \$0.25 |
| Marine Carpenter | \$0.10 |
| Marine Carpenter Foreman | \$1.11 |
| Carpenter Lasher | \$0.10 |
| Carpenter Snapper | \$0.61 |

(e) **Trainers.** All trainers shall receive an hourly differential of \$2.00 to be added to their basic straight-time wage rate when training other employees covered by this Agreement.

(f) **Foremen.** Differentials for foremen shall be included in their basic straight-time wage rate for the purpose of calculating their vacation and holiday benefits.

Section 6. Productivity Standards and Skill Differentials.

Productivity standards for all skilled employees are to be established jointly by the

Employers, the NYSA, and the ILA. Employees shall be entitled to the skill differentials set forth in this Agreement provided they are able to meet the production and performance standards determined by the Employers, the NYSA, and the ILA. The skill differentials for temporary clerks and Trailer Interchange Receipt (“TIR”) inspectors shall be paid, provided those employees are qualified to use and in fact use computers, including handheld computers, in the course of their job functions.

Section 7. Overtime Rates.

The basic straight-time wage rate shall be paid for any work performed from 8:00 A.M. to 12:00 noon and from 1:00 P.M. to 5:00 P.M., Monday to Friday, inclusive. Except as otherwise provided in this Agreement, (for example, for flex-time shifts as provided in Article V of this Agreement), all other times, except meal hours, shall be considered overtime and shall be paid for at the overtime rate of one and one-half times the basic straight-time wage rate. On Saturdays, Sundays, and paid holidays, the rate of pay shall be one and one-half times the basic straight-time wage rate. If any of the days that are paid holidays fall on a Sunday and are observed on the next day, work on that Monday shall be paid for at the overtime rate of one and one-half times the basic straight-time wage rate.

Section 8. Payment of Wages.

Every effort shall be made to arrange for the payment of wages at a locality and at a time as convenient as possible to the employees. For the purpose of uniformity, the payroll period shall be from 0001 hours Monday to 2400 hours Sunday with the wages earned during the period to be paid on the Thursday immediately following the period. All wage payments shall be made by check

or direct deposit. If payments are made by check, provision of facilities for cashing such checks shall be arranged.

Section 9. Holiday Payments to Clerks, Timekeepers, and Assistants.

Clerks, timekeepers, and assistants paid on a weekly basis:

(a) Who work on a paid holiday falling within the regular work week, Monday to Friday, inclusive, shall receive four days' pay of their regular weekly wage from their direct Employer, one day's pay at the overtime rate of one and one-half times the basic straight-time wage rate (but in no event less than a full regular day's pay if the employee works four or fewer hours) from their direct Employer, and one day's holiday pay at the basic straight-time wage rate from the NYSA-ILA Vacation and Holiday Fund;

(b) Who do not work on a paid holiday falling within the work week shall receive four days' pay of their regular weekly wage from their direct Employer and one day's holiday pay at the basic straight-time wage rate from the NYSA-ILA Vacation and Holiday Fund;

(c) Who work on a paid holiday falling on a Saturday or Sunday and not observed on Friday or Monday shall receive one day's holiday pay at the basic straight-time wage rate from the NYSA-ILA Vacation and Holiday Fund in addition to one day's pay at the overtime rate of one and one-half times the basic straight-time wage rate (but in no event less than a full regular day's pay, if the employee works four or fewer hours) from their direct Employer; and

(d) Who do not work on a paid holiday falling on a Saturday or Sunday and not observed on Friday or Monday shall receive one day's holiday pay at the basic straight-time wage rate from the NYSA-ILA Vacation and Holiday Fund in addition to their regular weekly wage.

Section 10. Chief Clerk of the Processing Department and Problem Resolution Department.

The NYSA, the ILA, and the direct Employers agree that each direct Employer will meet with the ILA for the purpose of discussing and agreeing upon uniform, minimum compensation for the Chief Clerk of the Processing Department and Problem Resolution Department at each marine terminal.

**ARTICLE IV
HOURS**

Section 1. Regular Work Day.

The regular work day shall consist of eight (8) hours from 8:00 A.M. to 12:00 noon and from 1:00 P.M. to 5:00 P.M., and the regular work week shall consist of forty (40) hours made up of five (5) regular work days from Monday to Friday, inclusive. When required, employees shall work any night of the week and on Saturdays, Sundays, and paid holidays. During the regular work day, when longshoremen are knocked off work at any time five minutes after the hour to less than thirty-five minutes after the hour, they shall be paid for one-half hour; and when knocked off work thirty-five minutes after the hour or later, they shall be paid for one hour. Maintenance employees may be employed either on a weekly or a daily basis. Classifications of maintenance employees (other than sweepers and handymen or shoregangs) employed on a weekly basis may be worked on a shift system, forty (40) hours to constitute a week's work with overtime to be paid for any time worked in excess of eight (8) consecutive hours or more than eight (8) hours in any one day. Work performed by such maintenance employees during any overtime hours shall be paid for at the overtime rate of one and one-half times the basic straight-time wage rate.

Section 2. Starting Times.

(a) Longshoremen. With respect to a ship or barge operation, the minimum hourly guarantees begin at the time the employee begins work. The starting times on ships (applicable seven (7) days a week) are 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M., 7:00 P.M., and 11:00 P.M. (except on Saturdays). During the term of this Agreement additional starting times may be agreed upon by the parties.

(b) Checkers, Clerks, and Timekeepers. The starting time is 8:00 A.M. with the exception of hatch checkers who may also have a 1:00 P.M. starting time. On Saturdays, Sundays, and paid holidays, the starting times for vessel operations are 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M., 7:00 P.M., and 11:00 P.M. (except on Saturdays).

(c) Gate Operations. Direct Employers may establish a 3:00 P.M. starting time for Gate Operations for all crafts. Employees covered by this Agreement who are ordered for this 3:00 P.M. starting time shall be paid at the basic straight-time wage rate for work performed between the hours of 3:00 P.M. and 5:00 P.M. and at one and one-half times the basic straight-time wage rate for work performed between the hours of 5:00 P.M. and 12:00 midnight. Work performed during the meal hour, which shall be determined by the direct Employer, shall be paid at double the basic straight-time wage rate. A direct Employer may not institute a 3:00 P.M. starting time for Gate Operations unless agreement on the terms and conditions relating to that Employer's facility has been reached between the Employer and all affected ILA local unions.

(d) Maintenance Employees. The start time for maintenance employees shall be one hour before the start time for longshoremen, when required. During the term of this Agreement additional starting times for maintenance employees may be agreed upon by the parties.

(e) Pick-up and Return of Equipment. When an employee is required to report to a garage, shop, or pier prior to the start of work to fuel, adjust, or transport a machine, such employee shall be paid for such additional work at the wage rate prevailing at the time such work is performed. When required to return a machine to a garage, shop, or pier, such employee shall likewise be paid for such additional work at the wage rate prevailing at the time such work is performed.

Section 3. Meal Hours.

Except as otherwise provided in this Agreement, (for example, for flex-time shifts as provided in Article V of this Agreement), meal hours shall be from 6:00 A.M. to 7:00 A.M., from 12:00 noon to 1:00 P.M., from 6:00 P.M. to 7:00 P.M., and from 12:00 midnight to 1:00 A.M. For all crafts except checkers and cargo repair workers, the mid-day meal hour may be anytime between 11:00 A.M. and 2:00 P.M. as designated by the Employer. For all crafts other than clerks, no work shall be performed during meal hours except by mutual agreement between the employees and their direct Employer. If the hatch foreman agrees that the gang shall work the meal hour, all members of the gang must work that meal hour. All employees covered by this Agreement other than longshoremen employed at passenger ship terminals who work through the mid-day meal hour shall be at double the basic straight-time wage rate for the mid-day meal hour and then revert to the basic straight-time wage rate for hours worked subsequent to the mid-day meal hour until 5:00 P.M. Longshoremen employed at passenger ship terminals shall be paid for the mid-day meal hour at the overtime rate of one and one-half times the basic straight-time wage rate, the overtime rate to continue until relieved. All employees covered by this Agreement shall be paid at double the basic straight-time wage rate for all other meal hours except as otherwise provided in this

Agreement. The full meal hour shall be paid for at the meal-hour rate if any part of the meal hour is worked.

Section 4. Holidays.

Paid holidays under this Agreement shall be Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Teddy Gleason's Birthday (celebrated on March 17), Good Friday, Memorial Day, Independence Day (July 4), and Labor Day. The only non-working holidays shall be Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, and Labor Day. Easter Sunday, while not a holiday, is also not a required working day. Employees ordered to passenger ship terminals, however, shall be required to work on non-working holidays and on Easter.

Section 5. Cessation Of Work On Non-Working Holidays.

Work on non-working holidays shall cease at 6:00 A.M. on the day of the holiday unless on the prior day all involved local unions and the Employer agree that the work to complete a berthed vessel shall continue to 9:00 A.M. and the workers retained beyond 6:00 A.M. are guaranteed three hours at triple the basic straight-time wage rate.

ARTICLE V

FLEX-TIME FOR DELIVERY AND RECEIPT OF CONTAINERS

Section 1. Hourly Rates.

The following provisions shall constitute the Port of New York and New Jersey Flex-time Agreement for all crafts as it relates to the receipt and delivery of containers:

(a) Employees in all crafts hired for a flex-time shift starting at 6:00 A.M. will be paid in the following manner and shall receive a minimum guarantee of nine (9) hours' pay:

- (i) From 6:00 A.M. to 8:00 A.M. at one and one-quarter times the basic straight-time wage rate;
- (ii) From 8:00 A.M. to 3:00 P.M. at the basic straight-time wage rate with a meal hour to be taken between 11:00 A.M. and 12:00 noon; and
- (iii) After 3:00 P.M. at one and one-half times the basic straight-time wage rate.

(b) Employees hired at 9:00 A.M. will be paid in the following manner:

- (i) From 9:00 A.M. to 5:00 P.M. at the basic straight-time wage rate with a meal hour to be taken between 1:00 P.M. and 2:00 P.M.;
- (ii) From 5:00 P.M. to 6:00 P.M. at one and one-quarter times the basic straight-time wage rate; and
- (iii) After 6:00 P.M. at one and one-half times the basic straight-time wage rate.

(c) Employees hired at 1:00 P.M. will be paid in the following manner:

- (i) From 1:00 P.M. to 5:00 P.M. at the basic straight-time wage rate;
- (ii) From 5:00 P.M. to 10:00 P.M. at one and one-quarter times the basic straight-time wage rate with a meal hour to be taken between 5:00 P.M. and 6:00 P.M.; and
- (iii) After 10:00 P.M. at one and one-half times the basic straight-time wage rate.

(d) The manning required between 6:00 A.M. and 8:00 A.M. and during meal hours for the purpose of receiving and delivering containers shall be only those individuals required for the operation.

(e) Where work associated with the receiving and delivery of containers and chassis is being performed after 5:00 P.M., there shall be one staff individual employed per craft and no minimum staffing required.

(f) When the receipt and delivery of containers and chassis and work associated with those functions is being performed on a Saturday, Sunday, or paid holiday, there shall be two staff individuals employed per craft with no minimum staffing required.

(g) During the term of this Agreement additional flex-time starting times may be agreed upon by the parties.

(h) The 7:00 A.M. and 8:00 A.M. starts are not considered flex-time hours.

(i) If any employee working a flex-time shift is required to work through the assigned meal hour, the employee shall be paid at the double-time rate for the meal hour.

(j) Any employee working a flex-time shift on Saturdays, Sundays, and paid holidays shall be paid at the overtime rate of one and one-half times the basic straight-time wage rate.

Section 2. Modifications

The NYSA and the ILA recognize that the flex-time system was implemented in order to permit the receiving and delivery of cargo outside normal hours of operation without requiring normal and customary staffing. The parties further recognize that as volumes increase, the flex-time staffing requirements may become inadequate. Accordingly, the parties agree that in the event the existing flex-time staffing levels at any marine terminal are inadequate due to increases in volume, the parties will in good faith discuss modifying the staffing levels during operations at that terminal.

ARTICLE VI

MINIMUM GUARANTEES

Section 1. Longshoremen Working at Other Than Passenger Ship Terminals.

Longshoremen employed at marine terminals other than passenger ship terminals shall receive the following minimum guarantees:

(a) Employees employed from Monday to Sunday inclusive shall receive four (4) hours' pay for the period between 8:00 A.M. and 12:00 noon, regardless of any condition.

(b) Employees re-employed at 1:00 P.M. from Monday to Sunday inclusive shall receive four (4) hours' pay, except upon the finishing of a hatch or the finishing of a ship, when they shall receive a minimum of two (2) hours' pay.

(c) Employees hired for 1:00 P.M. from Monday to Sunday inclusive who have not worked in the morning shall receive four (4) hours' pay regardless of any condition.

(d) Employees re-employed at 7:00 P.M. from Monday to Sunday inclusive who have worked during the day shall receive four (4) hours' pay, except upon the finishing of a hatch or the finishing of a ship, when they shall receive a minimum of two (2) hours' pay.

(e) Employees re-employed at 1:00 A.M. from Monday to Sunday inclusive shall receive a minimum of four (4) hours' pay, except upon the finishing of a hatch or the finishing of a ship, when they shall receive a minimum of two (2) hours' pay.

(f) Employees ordered to report for work at 7:00 P.M. from Monday to Sunday inclusive who have not worked during the day shall receive a minimum of four (4) hours' pay, regardless of any condition.

(g) If employees have worked all night (Monday to Sunday inclusive) and are asked to work after 6:00 A.M., they shall receive the prevailing overtime rate for the hours actually worked until they finish, regardless of relief for the breakfast hour.

(h) When employees are ordered out and report for work at 7:00 A.M., they shall be paid:

- (i) From Monday to Friday inclusive one (1) hour at the overtime rate from 7:00 A.M. to 8:00 A.M. and, thereafter, in accordance with the other minimum guarantee provisions of Article VI, Section 1 of this Agreement.
- (ii) On Saturdays, Sundays, and paid holidays, one (1) hour at the overtime rate of one and one-half times the basic straight-time wage rate from 7:00 A.M. to 8:00 A.M. and, thereafter, in accordance with the other minimum guarantee provisions of Article VI, Section 1 of this Agreement.

(i) When employees are needed to dock and undock ships outside the regular working hours, they shall perform such work as their Employer directs during the minimum hours referred to hereunder and shall be paid at the overtime rate of one and one-half times the basic straight-time wage rate:

- (i) With a minimum of four (4) hours' pay, if ordered out at any time between 7:00 P.M. and 12:00 midnight, such pay to start at 7:00 P.M. and to continue until relieved; or
- (ii) With a minimum of six (6) hours' pay, if ordered out at any time between 12:00 midnight and 6:00 A.M., such pay to start at 12:00 midnight and to continue until relieved; or

(iii) With a minimum of four (4) hours' pay, if ordered out at 6:00 A.M., such pay to continue until relieved.

(j) Longshoremen assigned to work the vessel at the 10:00 A.M. and 3:00 P.M. starting times shall receive an eight (8) hour guarantee.

(k) In no event shall any employee receive the minimum guarantees set forth in Article VI, Section 1 of this Agreement if the employee does not report for work at the hour ordered out.

Section 2. Longshoremen Working at Passenger Ship Terminals.

On the arrival or departure of a passenger ship on any day of the week from Monday to Sunday inclusive, employees employed between 8:00 A.M. and 5:00 P.M. for handling passengers' baggage exclusively shall receive a minimum of four (4) consecutive hours' pay to commence at the hour set forth below. In no event shall any employee receive the minimum guarantees set forth in this Section 2 of Article VI of this Agreement if the employee does not report for work at the hour ordered out. This provision shall not apply to employees who have been employed on the premises part of the time in other capacities and part of the time handling passengers' baggage. This provision relating to employees employed for handling passengers' baggage exclusively shall be applied as follows:

(a) Monday to Friday Inclusive:

- (i) Employees hired at 8:00 A.M. shall each receive four (4) hours at the basic straight-time wage rate.
- (ii) Employees ordered out at 9:00 A.M. shall each receive four (4) hours at the straight-time wage rate from 8:00 A.M. and one (1) hour at the overtime rate

of one and one-half times the basic straight-time wage rate, the overtime rate to continue until relieved.

- (iii) Employees ordered out at 10:00 A.M. shall each receive two (2) hours at the basic straight-time wage rate and two (2) hours at the overtime rate of one and one-half times the basic straight-time wage rate, the overtime rate to continue until relieved.
- (iv) Employees ordered out at 11:00 A.M. shall each receive two (2) hours at the basic straight-time wage rate from 10:00 A.M. and two (2) hours at the overtime rate of one and one-half times the basic straight-time wage rate, the overtime rate to continue until relieved.
- (v) Employees ordered out at 12:00 noon shall each receive two (2) hours at the basic straight-time wage rate from 10:00 A.M. and two (2) hours at the overtime rate of one and one-half times the basic straight-time wage rate, the overtime rate to continue until relieved.
- (vi) Employees hired at 1:00 P.M. shall each receive four (4) hours at the basic straight-time wage rate.
- (vii) Employees ordered out at 2:00 P.M. shall each receive four (4) hours at the basic straight-time wage rate from 1:00 P.M. and one (1) hour at the overtime rate of one and one-half times the basic straight-time wage rate.
- (viii) Employees ordered out at 3:00 P.M. shall each receive two (2) hours at the basic straight-time wage rate, one (1) hour at the overtime rate of one and one-half

times the basic straight-time wage rate, and one (1) hour at the meal hour rate, the overtime rate of one and one-half times the basic straight-time wage rate to continue until relieved.

- (ix) Employees ordered out at 4:00 P.M. shall each receive two (2) hours at the basic straight-time wage rate from 3:00 P.M., one (1) hour at the overtime rate of one and one-half times the basic straight-time wage rate, and one (1) hour at the meal hour rate, the overtime rate of one and one-half times the basic straight-time wage rate to continue until relieved.
- (x) Employees ordered out at 5:00 P.M. shall each receive two (2) hours at the basic straight-time wage rate from 3:00 P.M., one (1) hour at the overtime rate of one and one-half times the basic straight-time wage rate and one (1) hour at the meal hour rate, the overtime rate of one and one-half times the basic straight-time wage rate to continue until relieved.
- (xi) Employees ordered out at 6:00 P.M. shall each receive two (2) hours at the basic straight-time wage rate from 3:00 P.M., one (1) hour at the overtime rate of one and one-half times the basic straight-time wage rate, and one (1) hour at the meal hour rate, the overtime rate of one and one-half times the basic straight-time wage rate to continue until relieved.
- (xii) Employees hired at 7:00 P.M. shall each receive four (4) hours at the overtime rate of one and one-half times the basic straight-time wage rate.

(b) Saturdays, Sundays and Paid Holidays:

- (i) Employees hired on Saturdays, Sundays, or paid holidays shall each receive a minimum of four (4) hours at the overtime rate of one and one-half times the basic straight-time wage rate, except when one of said hours is a meal hour, when they shall receive three (3) hours at the overtime rate of one and one-half times the basic straight-time wage rate and one (1) hour at the meal hour rate.
- (ii) Employees ordered out at 5:00 P.M. or 6:00 P.M. shall each receive a minimum of four (4) hours from 3:00 P.M., three (3) hours at the overtime rate of one and one-half times the basic straight-time wage rate, and one (1) hour at the meal hour rate.

Section 3. Maintenance Employees.

Maintenance employees shall receive the following minimum guarantees:

(a) When maintenance employees are needed for work outside the regular or normal work hours, they shall be paid at the appropriate overtime rate of one and one-half times the basic straight-time wage rate:

- (i) With a minimum of four hours' pay if ordered out at any time between 7:00 P.M. and 12:00 midnight, such pay to start at 7:00 P.M. and to continue until relieved (except as specified in subsection (c) of this section), or
- (ii) With a minimum of six hours' pay if ordered out at any time between 12:00 midnight and 6:00 A.M., such pay to start at 12:00 midnight and to continue until relieved, or

(iii) With a minimum of four hours' pay if ordered out at 6:00 A.M., such overtime pay to continue until relieved.

(b) When employees who have been employed on the premises in the afternoon are re-employed at 7:00 P.M., they shall receive a minimum of four hours' pay, except on arrival or departure of a ship, for work connected with such arrival or departure, when they shall receive a minimum of two hours' pay.

(c) Any maintenance employee employed on a weekly basis who is ordered out to work on a Saturday, Sunday, or paid holiday shall receive a minimum of four hours' pay.

Section 4. Cargo Repair Workers.

Cargo repair workers shall be employed and paid on the half-day (four hours) basis for any period of employment from 8:00 A.M. to 12:00 noon, from 1:00 P.M. to 5:00 P.M., from 7:00 P.M. to 11:00 P.M., or from 1:00 A.M. to 5:00 A.M., on any day of the week (including Saturdays, Sundays, and paid holidays) at the prevailing rate, whether work begins or not.

Section 5. Marine Carpenters.

Marine carpenters shall receive the following guarantees:

(a) Employees employed from Monday to Sunday inclusive shall receive four hours' pay for the period between 8:00 A.M. and 12:00 noon, regardless of any condition.

(b) Employees re-employed at 1:00 P.M. from Monday to Sunday inclusive shall receive four hours' pay, except upon the finishing of a ship, when they shall receive a minimum of two hours' pay.

(c) Employees hired at 1:00 P.M. from Monday to Sunday inclusive who have not worked in the morning shall receive four hours' pay regardless of any condition.

(d) All hours worked in excess of the minimum guarantees shall be calculated on the basis of the actual time worked, except that every fraction of an hour shall then be considered as one hour.

(e) Employees re-employed at 7:00 P.M. from Monday to Sunday inclusive who have worked during the day shall receive four hours' pay, except upon the finishing of a ship, when they shall receive a minimum of two hours' pay.

(f) Employees re-employed at 1:00 A.M. from Monday to Sunday inclusive shall receive a minimum of four hours' pay, except upon the finishing of a ship, when they shall receive a minimum of two hours' pay.

(g) If employees have worked all night from Monday to Sunday inclusive and are asked to work after 6:00 A.M., they shall receive the overtime prevailing rate for the hours actually worked until they finish regardless of relief for the breakfast hour.

(h) Employees ordered to report for work between the hours of 1:00 A.M. and 6:00 A.M. shall be paid from 1:00 A.M.

Section 6. Checkers.

Checkers shall receive the following minimum guarantees:

(a) When checkers who have been employed during the day are ordered back for 7:00 P.M., they shall receive a minimum of four hours' pay. When checkers who are ordered back to work until 11:00 P.M. or 12:00 midnight and are again ordered back for 1:00 A.M., they shall receive a minimum of four hours' pay between 1:00 A.M. and 5:00 A.M.

(b) When checkers who have been employed during the day are ordered back for 7:00 P.M. for service in connection with the loading or discharging of cargo, they shall receive a minimum of

four hours' pay except that if the longshoremen voluntarily knock off at 10:00 P.M. the checkers shall receive only three hours' pay.

(c) Checkers who have been employed during the day and are ordered back for 7:00 P.M. shall not be knocked off between the hours of 5:00 P.M. and 6:00 P.M.

(d) When fresh checkers are ordered out for work at 7:00 P.M, they shall receive a minimum guarantee of a day's pay at the basic straight-time wage rate for any work performed between 7:00 P.M. and 11:00 P.M. However, when such checkers are re-employed at 1:00 A.M., they shall receive a minimum of four hours' pay for work performed between 1:00 A.M. and 5:00 A.M. and their rate of pay from 7:00 P.M. to 12:00 midnight and from 1:00 A.M. to 5:00 A.M. shall be at the overtime rate of one and one-half times the basic straight-time wage rate.

(e) If a checker knocks off five minutes after the hour or later, the checker shall be paid for the full hour.

(f) All checkers who work through the 6:00 P.M. to 7:00 P.M. meal hour and continue to work after 7:00 P.M. shall receive pay at the overtime wage rate of one and one-half times the basic straight-time wage rate for the number of hours worked plus one additional hour; if knocked off at 7:00 P.M., they shall be paid at an overtime wage rate of double the basic straight-time wage rate for the meal hour worked.

Section 7. Clerks and Timekeepers.

Clerks and timekeepers shall receive the following minimum guarantees:

(a) All head receiving clerks, head delivery clerks, and head timekeepers, and all assistant receiving clerks, assistant delivery clerks, and assistant timekeepers who are employed on a weekly basis are to be employed for the full forty (40) hours of the regular working week.

(b) All clerks, timekeepers, and assistants who, on the effective date of this Agreement, are employed on a weekly basis shall continue to be employed in their respective capacities and shall be protected to the extent of their rates of pay prevailing on the effective date of this Agreement if such rates are higher than the rates of pay provided for under this Agreement and to the extent of payment in full for sick leave if heretofore allowed by their respective Employers.

(c) Work on Saturdays, Sundays, paid holidays, and at night by all head receiving clerks, head delivery clerks, and head timekeepers and all assistant receiving clerks, assistant delivery clerks, and assistant timekeepers who are employed on a weekly basis shall be considered overtime and shall be paid for at the applicable overtime wage rate.

(d) Clerks, timekeepers, and their assistants who work through the day and are ordered back for 7:00 P.M. for service in connection with the loading or discharging of cargo shall receive a minimum of four hours' pay except that if the longshoremen voluntarily knock off at 10:00 P.M., said clerks, timekeepers, and their assistants shall receive only three hours' pay.

(e) All clerks, timekeepers, and their assistants who work through the 6:00 P.M. to 7:00 P.M. meal hour and continue to work after 7:00 P.M. shall receive pay at the overtime wage rate of one and one-half times the basic straight-time wage rate for the number of hours worked plus one additional hour; if knocked off at 7:00 P.M., they shall be paid at an overtime wage rate of double the basic straight-time wage rate for the meal hour worked.

(f) All clerks, timekeepers, and their assistants who work through the 12:00 midnight to 1:00 A.M. meal hour and continue to work after 1:00 A.M. shall receive pay at the overtime wage rate of double the basic straight-time wage rate for the meal hour worked and at the overtime

wage rate of one and one-half times the basic straight-time wage rate for the minimum number of hours guaranteed for the period commencing 1:00 A.M. If knocked off at 1:00 A.M., they shall be paid at an overtime wage rate of double the basic straight-time wage rate for the meal hour worked.

(g) If a clerk knocks off five minutes after the hour or later, the clerk shall be paid for the full hour.

(h) Checkers and clerks called into work temporarily as assistants to receiving clerks, delivery clerks, or timekeepers shall be paid the following minimum guarantees:

- (i) If such temporary assistants are called in as fresh clerks to work at night, they shall receive a minimum of one-day's pay at the basic straight-time wage rate if ordered for work between the hours of 7:00 P.M. and 11:00 P.M. All such temporary assistants must be ordered out by 7:00 P.M. If they begin work at 7:00 P.M. and are ordered back for work between 1:00 A.M. and 5:00 A.M., they shall work such additional hours at the overtime rate of one and one-half times the basic straight-time wage rate.
- (ii) If such temporary assistants work through the day and are ordered back to work at night, they shall be paid on the same basis as checkers are now paid but at the wage rate applicable to temporary assistants.
- (iii) Temporary assistants who have worked during the day and are ordered back for 7:00 P.M. shall not be knocked off between the hours of 5:00 P.M. and 6:00 P.M.

- (iv) Temporary assistants who have worked during the day and are ordered back for 7:00 P.M. shall receive a minimum of four hours' pay from 7:00 P.M. at the overtime wage rate of one and one-half times the basic straight-time wage rate.

Section 8. 11:00 P.M. Starting Time.

All crafts ordered in at the 11:00 P.M. starting time shall be guaranteed seven (7) hours' pay as follows:

- (i) Five (5) hours at one and one-half times the basic straight-time wage rate and (2) hours at double the basic straight-time wage rate;
- (ii) When an Employer elects to work between 6:00 A.M., and 7:00 A.M., double the basic straight-time wage rate shall be paid for that hour;
- (iii) The Employer shall have the right to replace all employees either at 7:00 A.M. or 8:00 A.M.;
- (iv) The existing Sunday cancellation clause shall apply;
- (v) Checkers who have been employed during the day and are ordered back for an 11:00 P.M. starting time are not entitled to be paid for the delay hour between 5:00 P.M. and 6:00 P.M.

Section 9. Work Stoppage.

In the event any individual or group of individuals affiliated with the ILA or with any local or district of the ILA causes a work stoppage, employees working under this Agreement who are prevented from performing work as a result of the work stoppage shall be paid only for the actual time they work and shall not receive pay for the minimum periods guaranteed in this Article VI.

ARTICLE VII

WORKFORCE REQUIREMENTS

Section 1. Gang Sizes.

The following minimum gang sizes shall be in effect during the term of this Agreement:

(a) Container and Ro/Ro Gangs. A container gang shall consist of ten (10) longshoremen, consisting of one (1) hatch foreman, three (3) crane operators, and six (6) hold/dock employees. A ro/ro gang shall also consist of ten (10) longshoremen. Additional manning for a container or ro/ro gang shall consist of six (6) hustler drivers or five (5) straddle carrier drivers, depending upon the equipment used by the Employer.

(b) Small Boat Gangs. The size of a gang working a small boat, which is defined as a container ship with a capacity no greater than 500 twenty-foot equivalent units, shall be ten (10) employees, consisting of one (1) hatch foreman and nine (9) longshoremen, if the gang is engaged in lift-on/lift-off (“lo/lo”) operations, or seven (7) employees consisting of a hatch foreman and six (6) longshoremen, if the gang is engaged in roll-on/roll-off (“ro/ro”) operations.

(c) Feeder Barge Gang. The size of a longshore gang working a containerized, non-self-propelled barge containing not more than eighty (80) containers shall be seven (7) longshoremen, consisting of one (1) hatch foreman and six (6) longshoremen. In addition, four (4) drivers shall be assigned to the gang. If the non-self-propelled barge is carrying more than eighty (80) but fewer than three hundred fifty (350) containers, the size of the longshore gang working that barge shall be eight (8) longshoremen, consisting of one (1) hatch foreman and seven (7) longshoremen. In addition, six (6) drivers shall be assigned to the gang.

(d) Stuffing/Stripping Gang. The minimum size of a stuffing and stripping gang for loading and unloading containers shall be one (1) longshoreman and one (1) checker, who shall work as directed on one or more containers or trucks simultaneously.

(e) General Cargo Breakbulk Gang. The minimum number of employees in a gang when loading or discharging general cargo breakbulk shall be sixteen (16) employees, consisting of one (1) hatch foreman, three (3) deckmen, eight (8) holdmen, and four (4) dockmen. Drivers are not included in the foregoing complement.

(f) Banana Gang. When loading or discharging uncontainerized bananas, a gang shall consist of fourteen (14) longshoremen, consisting of one (1) hatch foreman, three (3) deckmen, six (6) holdmen, and four (4) dockmen. Drivers are not included in the foregoing complement.

(g) Car Gangs. A car gang loading and discharging an automobile ship shall consist of the same number of employees as a general cargo breakbulk gang with as many additional drivers added as may be needed.

(h) Bulk Sugar Gang. The minimum size of a gang working a bulk sugar ship shall be twelve (12) longshoremen. The shop steward is included in the minimum gang size. The bulk sugar operation shall also include one (1) timekeeper, one (1) ship clerk, and one (1) hiring agent.

(i) Conveyor Belt/Sideport Gang. When working mechanized conveyor belt and sideport operation ships, a gang shall consist of a minimum of fourteen (14) longshoremen, including drivers, plus a hatch foreman. No more than two (2) drivers shall be added for dock operations.

(j) Scrap Gang. The minimum number of employees in a scrap steel or salt gang shall be five (5) longshoremen, consisting of one (1) hatch foreman and four (4) longshoremen. In addition, a scrap steel or salt operation shall have one clerk paid at a maximum of eight (8) hours per day.

(k) Lumber Gang. The minimum size of a lumber gang shall be eleven (11) longshoremen, consisting of one (1) hatch foreman, two (2) deckmen, four (4) dockmen, and four (4) holdmen. Drivers are not included in the foregoing complement.

(l) Specialty Gangs. As to specialty gangs, such as uncontainerized newsprint, cork, wood pulp, burlap, copper, logs, heavy lifts, and such other commodities as may from time to time be handled in the Port, the composition of these gangs shall be mutually agreed upon among the Employer, the ILA, and the local unions involved.

(m) Offshore Steel Gang. When handling steel offshore, the gang shall consist of a minimum of twelve (12) longshoremen and one (1) hatch foreman. If general cargo is also handled on the same ship, the gang shall be the same size as the general cargo breakbulk gang for the entire operation. If, however, any of the uncontainerized specialty cargo referred to in this section is handled on the same ship but no other general cargo is handled, the gang shall consist of a minimum of twelve (12) longshoremen and one (1) hatch foreman, while handling such specialty cargo.

Section 2. Relief Structure for Container Operations.

The following relief structure shall apply to container operations:

- Hatch Foremen 1 hired/1 working (full time)
- Crane Operators 3 hired/1 working
- Hold/Dock Men 6 hired/4 working
- Drivers (hustler) 6 hired/4 working
- Drivers (straddle) 5 hired/3 working (vessel operations only)

The following container handling equipment: – top loaders, reach stackers, transtainers,

straddle carriers, and rubber tire gantries – whether used in connection with terminal (field) operations or vessel operations shall be manned as follows: three (3) drivers shall be assigned to operate two (2) machines on a rotating basis and when only one (1) machine is required, then two (2) drivers shall be assigned to operate one (1) machine on a rotating basis. However, for vessel operations, straddle carriers shall be manned as follows: five (5) straddle carrier drivers shall be assigned to operate three (3) straddle carriers on a rotating basis.

Section 3. Checkers.

One (1) checker shall be assigned to each longshore gang as required by Article V, Section 5 of the Master Contract. When two (2) cranes are working, one (1) extra checker shall be hired for relief; when three (3) or four (4) cranes are working, two (2) extra checkers shall be hired for relief; when five (5) or more cranes are working, three (3) extra checkers shall be hired for relief. These minimum checker staffing requirements shall apply from the start of a vessel. There shall be one checker behind each truck when it is being worked.

Section 4. Maintenance Employees.

All maintenance operations shall employ a minimum of two (2) maintenance employees and a maintenance foreman.

Section 5. Timekeeper.

A timekeeper shall be employed at all times when a gang is working.

Section 6. Receiving and Delivery Clerk.

There shall be at least one Receiving or one Delivery Clerk employed whenever a ship is working.

Section 7. Flexibility.

Notwithstanding any provision in this Agreement to the contrary, the following elements of flexibility in the assignment of employees and the use of equipment shall apply:

(a) Employers shall be required to hire only the number of terminal labor, clerks, checkers, marine carpenters, maintenance employees, and cargo repair workers as may be necessary to perform the work. Frozen details shall be eliminated. Implementation of this provision is subject to the following:

- (i) Detail men (clerks, checkers, and terminal labor only) will continue to be employed when, in the judgment of the Employer, the detail for which they are normally engaged is active. Such detail men, when ordered in, shall be assignable at the discretion of the Employer to any other productive work within their craft jurisdiction.
- (ii) Clerks hired during the regular work period to perform office work shall not be transferred to other duties on the dock during that period.

(b) Employers shall have the right to distribute the members of the gang to any assignment within the gang that they are qualified to perform.

(c) Extra employees that may be added to a gang may be transferred from gang to gang as needed.

(d) Flexibility shall not extend to the interchange of gang and terminal assignments.

(e) Gangs may be transferred from hatch to hatch and from ship to ship within the same terminal, provided such transfer does not cause displacement of another gang.

(f) There shall be flexibility in the assignment of all crafts to work as directed within their craft.

(g) Employers have the right to deploy drivers among gangs in support of vessel operations in order to maximize productivity.

(h) Implementation of the provisions in this section are subject to the test of safety and health as well as reasonable standards of workload upon one or more employees.

ARTICLE VIII

EMPLOYEE BENEFITS

Section 1. MILA.

The Management-ILA Managed Health Care Trust Fund (“MILA”) was established pursuant to the terms of the Master Contract for the purpose of administering an employee welfare benefit healthcare plan covering eligible active and retired dockworkers and their dependents in certain Atlantic and Gulf Coast ports covered by the Master Contract, including the Port of New York and New Jersey. The Master Contract establishes how MILA, which is a defined contribution welfare plan, is funded and how active employees and retirees become eligible for MILA benefits. MILA provides medical, surgical, hospitalization, mental health and substance abuse, dental, vision, and pharmacy benefits. A description of the type and extent of benefits provided and the requirements a participant must meet to be eligible to receive those benefits are set forth in MILA’s plan documents. The provisions of these plan documents are summarized in summary plan descriptions that can be obtained from MILA’s office, which is located at 55 Broadway, 27th Floor, New York, New York 10006 (Tel. No. 212-766-5700).

Section 2. NYSA-ILA Welfare Fund.

The NYSA-ILA Welfare Fund (“WF”) provides to eligible active and retired employees covered by this Agreement and their dependents life insurance, accidental death and dismemberment insurance, self-insured temporary non-occupational disability benefits, unreimbursed MILA-recognized Medicare medical expenses, an enhancement to MILA-provided dental benefits, and certain reduced healthcare benefits. During the term of this Agreement the benefits to be provided by the WF and the requirements a participant must meet to be eligible to receive these benefits are set forth in the WF’s Agreement and Declaration of Trust and Plan (“WF’s Plan”). The terms and provisions of the WF’s Plan are summarized in the WF’s Summary Plan Description. Copies of these documents can be obtained from the WF’s office, which is located at 10 Exchange Place, Suite 1400, Jersey City, New Jersey 07302 (Tel. No. 201-479-3640).

Section 3. NYSA-ILA Pension Trust Fund.

The NYSA-ILA Pension Trust Fund (“PTF”) is a defined benefit pension plan that provides pension benefits to eligible employees and retirees covered by this Agreement and their beneficiaries. The provisions governing the rights of participants to receive benefits from the PTF are set forth in the PTF’s Agreement and Declaration of Trust and Plan (“PTF Plan”). The NYSA and the ILA have agreed to the following additional amendment to the PTF Plan:

(a) First Pension Window.

(i) First Opening of the First Pension Window.

Working pensioners and longshore employees who are at least 58 years of age and have a minimum of 25 years of credited service as of October 1, 2018 and who are actively employed

under the NYSA-ILA CBA shall be entitled to receive a special window pension on April 30, 2019 in the amount of one hundred eighty (\$180.00) dollars per month per year of credited service subject to all the terms and conditions of the current PTF Plan provided (a) they give written notification to the PTF of their election of the special first window pension within 30 days after October 1, 2018 (First Opening of the First Window), (b) they remain actively employed in the longshore industry under the NYSA-ILA CBA until the earlier of April 30, 2019, or the date the window-pension applicants are released from employment by the NYSA, and (c) they actually retire and terminate their employment in the longshore industry under the NYSA-ILA CBA.

(ii) Second Opening of the First Pension Window.

Working pensioners and employees who are at least 58 years of age and have a minimum of 25 years of credited service as of March 1, 2019 and who are actively employed under the NYSA-ILA CBA shall be entitled to receive a special window pension on April 30, 2019 in the amount of one hundred eighty (\$180.00) dollars per month per year of credited service subject to all the terms and conditions of the current PTF Plan provided (a) they give written notification to the PTF of their election of the special first window pension within 5 days after March 3, 2019 (Second Opening of the First Window), (b) they remain actively employed in the longshore industry under the NYSA-ILA CBA until the earlier of April 30, 2019, or the date the window-pension applicants are released from employment by the NYSA, and (c) they actually retire and terminate their employment in the longshore industry under the NYSA-ILA CBA.

(iii) Third Opening of the First Pension Window.

Working pensioners and employees who are at least 58 years of age and have a minimum

of 25 years of credited service as of April 21, 2019 and who are actively employed under the NYSA-ILA CBA shall be entitled to receive a special window pension on April 30, 2019 in the amount of one hundred eighty (\$180.00) dollars per month per year of credited service subject to all the terms and conditions of the current PTF Plan provided (a) they give written notification to the PTF of their election of the special first window pension by April 29, 2019 (Third Opening of the First Window), (b) they remain actively employed in the longshore industry under the NYSA-ILA CBA until the earlier of April 30, 2019, or the date the window-pension applicants are released from employment by the NYSA, and (c) they actually retire and terminate their employment in the longshore industry under the NYSA-ILA CBA.

(iv) Severance Benefit.

Employees who are entitled to the special first window pension shall receive a special severance benefit in the amount of \$100,000, to be paid in two equal annual installments of \$50,000 each, the first payable on the date of receipt of the first monthly special first window pension benefit and the second payable one year later on that same date. The severance benefit payments totaling \$100,000 will be paid from the NYSA-ILA Container Royalty Fund using the automatic container royalty distributions received from the Container Royalty Central Collection Fund. In the event of the death of the employee, the entire remaining unpaid portion of the severance benefit shall be paid to the representative of the estate of the deceased employee as soon as practicable.

(b) Second Pension Window.

(i) Opening of Second Pension Window.

Working pensioners and employees who are at least 58 years of age and have a minimum

of 25 years of credited service as of October 1, 2021 and who are actively employed under the NYSA-ILA CBA as of October 1, 2021, shall be entitled to receive a special window pension on April 30, 2022 in the amount of one hundred ninety (\$190.00) dollars per month per year of credited service subject to all the terms and conditions of the current PTF Plan provided (a) they give written notification to the PTF of their election of the special second window pension during the period between August 1, 2021, and October 1, 2021 (Second Window), (b) they remain actively employed in the longshore industry under the NYSA-ILA CBA until the earlier of April 30, 2022, or the date replacements are found and the window-pension applicants are released from employment by the NYSA, and (c) they actually retire and terminate their employment in the longshore industry under the NYSA-ILA CBA.

(ii) Severance Benefits.

Employees who are entitled to the special second window pension shall receive a special severance benefit in the amount of \$150,000 to be paid in two equal annual installments of \$75,000 each, the first payable on the date of receipt of the first monthly special second window pension benefit and the second payable one year later on the same date. The severance benefit payments totaling \$150,000 will be paid from the NYSA-ILA Container Royalty Fund using automatic container royalty distributions received from the Container Royalty Central Collection Fund. In the event of the death of the employee, the entire remaining unpaid portion of the severance benefit shall be paid to the representative of the estate of the deceased employee as soon as practicable.

(c) Reversion To Service Retirement Pension Benefits.

After each of the First and Second Windows has closed, the Service Retirement Pension

Benefit will revert to the current benefit level of \$140 per month per year of credited service. In addition, during the First and Second Window periods and after each of the First and Second Windows has closed, the Vested Rights Pension Benefit shall be at the current level of \$140 per month per year of credited service.

All other terms and provisions of the PTF Plan will remain in full force and effect during the term of this Agreement. Those terms and provisions are summarized in the PTF's Summary Plan Description. Copies of these documents can be obtained from the PTF's office, which is located at 10 Exchange Place, Suite 1400, Jersey City, New Jersey 07302 (Tel. No. 201-479-3401).

Section 4. NYSA-ILA Money Purchase Pension Fund and Plan.

The NYSA-ILA Money Purchase Pension Fund and Plan ("MPPF") is a defined contribution pension plan that provides pension benefits to eligible employees and retirees covered by this Agreement and their beneficiaries. The benefits to be provided by the MPPF and the requirements a participant must meet to be eligible to receive these benefits are set forth in the MPPF's Agreement and Declaration of Trust ("MPPF's Plan"). The terms and provisions of the MPPF's Plan are summarized in the MPPF's Summary Plan Description. Copies of these documents can be obtained from the MPPF's office, which is located at 10 Exchange Place, Suite 1400, Jersey City, New Jersey 07302 (Tel. No. 201-479-3401).

Section 5. NYSA-ILA Vacation and Holiday Fund.

The NYSA-ILA Vacation and Holiday Fund ("VHF") provides vacation and holiday benefits to eligible employees covered by this Agreement. There are sixteen holidays for which holiday payments are made to eligible employees: Columbus Day, Election Day, Veterans' Day,

Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Teddy Gleason's Birthday (celebrated on March 17), Good Friday, Memorial Day, Independence Day (July 4), and Labor Day. During the term of this Agreement the holiday and vacation benefits to be provided by the VHF are set forth in the VHF's Agreement and Declaration of Trust and Plan ("VHF's Plan"). The terms and provisions of the VHF's Plan are summarized in the VHF's Summary Plan Description. Copies of these documents can be obtained from the VHF's office, which is located at 10 Exchange Place, Suite 1400, Jersey City, New Jersey 07302 (Tel. No. 201-479-3542).

Section 6. NYSA-ILA Container Royalty Fund.

The NYSA-ILA Container Royalty Fund ("CRF") provides container royalty payments to eligible employees covered by this Agreement. The provisions governing the rights of participants to receive payments from the CRF are set forth in the CRF's Agreement and Declaration of Trust ("CRF Plan"). The terms and provisions of the CRF's Plan are summarized in the CRF's Explanation of the NYSA-ILA Container Royalty Fund. Copies of these documents can be obtained from the CRF's office, which is located at 10 Exchange Place, Suite 1400, Jersey City, New Jersey 07302 (Tel. No. 201-479-3542).

Section 7. NYSA-ILA GAI Fund.

The NYSA-ILA GAI Fund ("GAI Fund") provides Guaranteed Annual Income ("GAI") benefits to eligible employees covered by this Agreement. The purpose of the GAI Fund is to provide benefits to longshoremen whose work opportunities were eroded by containerization. The provisions governing the rights of participants to receive benefits from the GAI Fund are set forth

in the GAI Fund's Agreement and Declaration of Trust and Plan ("GAI Plan"). The terms and provisions of the GAI Plan are summarized in the GAI Fund's Summary Plan Description. Copies of these documents can be obtained at the GAI Fund's office, which is located at 10 Exchange Place, Suite 1400, Jersey City, New Jersey 07302 (Tel. No. 201-479-3501).

Section 8. NYSA-ILA Scholarship Fund.

The NYSA-ILA Scholarship Fund ("SF"), also known as the Teddy Gleason Scholarship Program, provides college-level financial assistance (scholarships) to dependents of eligible employees covered by this Agreement. The selection is made by an outside professional organization (International Scholarship and Tuition Services, Inc.) that evaluates all scholarship applications submitted to the SF. The provisions governing the scholarship awards provided by the SF are set forth in the SF's Agreement and Declaration of Trust and Plan ("SF Plan"). The terms and provisions of the SF Plan are summarized in the SF's Summary Plan Description. Copies of these documents can be obtained at the SF's office, which is located at 10 Exchange Place, Suite 1400, Jersey City, New Jersey 07302 (Tel. No. 201-479-3590).

Section 9. Duplication of Coverage.

In the event an Employer now individually provides insurance, pensions or other welfare benefits for its own employees, such employees who are covered by this Agreement shall choose either the benefits so provided by the Employer or the benefits of a generally similar nature available under the NYSA-ILA Welfare Plan, the NYSA-ILA Pension Plan, or the NYSA-ILA Money Purchase Pension Plan. The intent of this provision is to eliminate duplication of coverage.

ARTICLE IX

FUNDING OF EMPLOYEE BENEFITS

Section 1. NYSA-ILA Assessment Agreement.

Except as noted below, the costs and related administrative expenses for the employee benefits described in Article VIII of this Agreement, the hourly contributions required under the Master Contract to the Management-ILA Managed Health Care Trust Fund, the supplemental cash benefits in lieu of travel time, training, the additional labor costs for its employees incurred by terminal operators for weekend hiring, and the costs of administering this Agreement, including the administrative expenses of the NYSA, shall be funded in accordance with the provisions of the NYSA-ILA Assessment Agreement, which is appended to this Agreement as Annex B. The exceptions to the foregoing are non-hourly contributions to MILA, container royalty benefits, and scholarship benefits. The supplemental cash benefits in lieu of travel time consist of an annual payment of \$2 million that is transferred to the NYSA-ILA Container Royalty Fund for distribution to employees as part of their container royalty payments. The costs of container royalty payments provided by the CRF are funded through the collection of the First and Third Container Royalties imposed by Article XII, Section 1 of the Master Contract. Scholarship awards are funded using a portion of the automatic payments paid to the Port of New York and New Jersey by the Container Royalty Central Collection Fund pursuant to Article XII, Section 4(c) of the Master Contract.

Section 2. NYSA-ILA Fringe Benefits Escrow Fund.

The NYSA-ILA Fringe Benefits Escrow Fund (“FBEF”) is a joint labor-management trust fund created by the NYSA and the ILA that does not directly provide any employee benefits. The

FBEF acts as a conduit fund for other NYSA-ILA Funds (except the PTF, the MPPF, the CRF, and the SF). The assessments under the NYSA-ILA Assessment Agreement are paid to the NYSA, which then transfers these assessments to the FBEF, the PTF, and the MPPF. As the Internal Revenue Service does not permit the commingling of pension benefits and non-pension benefits, the contributions earmarked for the PTF and the MPPF are paid directly by the NYSA to those pension funds. The FBEF then transfers the money it receives from the NYSA to those NYSA-ILA Funds (except the CRF and the SF) that do not provide pension benefits. The FBEF's governing trust instrument is the FBEF's Agreement and Declaration of Trust.

Section 3. Funding of Pensions.

(a) NYSA-ILA Pension Trust Fund.

For pension benefits provided by the PTF to employees covered by this Agreement and their beneficiaries, the assessment rates under the NYSA-ILA Assessment Agreement shall provide sufficient annual contributions to fund the normal cost of such PTF pension benefits as defined in the actuarial valuations of the PTF's plan actuary, including the PTF's administrative expenses, and to amortize over a nineteen-year period commencing January 1, 2004, the unfunded actuarial accrued liability for such benefits as defined in the actuarial valuations of the PTF's plan actuary. In addition to this contribution requirement, commencing with the January 1, 2019 actuarial valuation, any changes in the unfunded actuarial accrued liability from the prior year due to actuarial experience gains and losses (investment or demographic), plan changes, or assumption changes will be amortized and paid over a fifteen-year period commencing January 1, 2019, except that:

- (i) The additional cost of the 2018 Special Window-Period Pension Benefit, also

referred to in this Agreement as the First Pension Window, caused by increasing benefits from \$140 per year of credited service to \$180 per year of credited service shall be funded over a fifteen-year period beginning January 1, 2019, and

- (ii) The additional cost of the 2022 Special Window-Period Pension Benefit, also referred to in this Agreement as the Second Pension Window, caused by increasing the benefits from \$140 per year of credited service to \$190 per year of credited service shall be funded over a fifteen-year period beginning January 1, 2022.

(b) NYSA-ILA Money Purchase Pension Plan.

- (i) During the period from October 1, 2004 through September 30, 2018, the contributions to the NYSA-ILA Money Purchase Pension Plan shall be \$2.00 per reported wage hour of which the employee's Employer shall pay \$1.00. The other \$1.00 will be funded by the NYSA-ILA Assessment Agreement, which shall also fund the \$2.00 per hour contributions due on the GAI equivalent hours.
- (ii) In accordance with Article IV, Section 2 of the Master Contract, during the period from October 1, 2018 through September 30, 2020, the contributions to the NYSA-ILA Money Purchase Pension Plan shall be \$3.00 per reported wage hour of which the employee's Employer shall pay \$2.00. The other \$1.00 will be funded by the NYSA-ILA Assessment Agreement, which shall also fund the \$3.00 per hour contributions due on the GAI equivalent hours.

- (iii) In accordance with Article IV, Section 2 of the Master Contract, during the period from October 1, 2020 through September 30, 2024, the contributions to the NYSA-ILA Money Purchase Pension Plan shall be \$4.00 per reported wage hour of which the employee's Employer shall pay \$3.00. The other \$1.00 will be funded by the NYSA-ILA Assessment Agreement, which shall also fund the \$4.00 per hour contributions due on the GAI equivalent hours.

Section 4. Funding of Welfare Benefits.

The assessment rates under the NYSA-ILA Assessment Agreement shall provide sufficient contributions to fund (i) the hourly contributions required by Section 2(c) of Article XIII of the Master Contract to be paid to the Management-ILA Managed Health Care Trust Fund and (ii) the cost of providing the benefits that were in effect on September 30, 2004 on the Schedule of Benefits of the NYSA-ILA Welfare Fund.

ARTICLE X

CONTRACT ADMINISTRATION

Section 1. Contract Board.

(a) **Powers.** In order to provide for uniformity in the administration of the provisions of this Agreement and of the various employee benefit funds and in order to encourage the increase of productivity to permit the Port of New York and New Jersey to retain and to increase the work opportunities of its employees, the implementation and administration of this Agreement is hereby placed in the hands of a joint labor-management body known as the NYSA-ILA Contract Board (hereinafter "Contract Board" or "Board"). The jurisdiction of the Contract Board shall include all

matters relating to the provisions of this Agreement and all employee benefit funds. The Contract Board shall develop and administer all necessary standards and policies with respect to the various contractual provisions and employee benefit plans and shall have the authority to make such amendments to this Agreement and to the employee benefit trust agreements as the Board may determine, subject, however, to ratification by the Board of Directors of the NYSA and by the Executive Officers of the ILA, which amendments and ratifications shall not be arbitrable. All other bodies provided by this Agreement, such as the NYSA-ILA Labor Relations Committee and the NYSA-ILA Seniority Board, shall receive their policy instructions from the Contract Board, and their actions shall be reported in writing to and be ratified by the Contract Board.

(b) Structure. The Contract Board shall consist of not less than five (5) and not more than ten (10) ILA officials and not less than five (5) and not more than ten (10) NYSA executive-level representatives of marine terminal members, contracting stevedore members, or carrier members of the NYSA who are directors of the NYSA. The NYSA members shall be designated by the Board of Directors of the NYSA and the ILA members shall be designated by the Executive Officers of the ILA. The President of the ILA and the President of the NYSA shall be two (2) of the members of the Contract Board and shall act as co-chairmen of the Contract Board. Each side of the Contract Board shall have a total of five (5) votes. No alternates for any member of the Contract Board shall be designated, and no proxies may be appointed. The by-laws and rules of procedure adopted by the Contract Board shall guide proceedings of the Board. The Contract Board shall appoint co-counsel to the Board and such other employees, agents, or other representatives as may be needed. The Contract Board may establish such office as may be necessary to carry out the functions and policies of the Contract Board.

(c) Meetings. The Contract Board shall meet quarterly, subject to the availability of the members of the Contract Board. Special meetings may be called to deal with emergency matters on short notice, which may be in any form, including electronic, telegraphic, facsimile, or telephonic. The regular meetings of the Contract Board shall act on an agenda prepared prior to the meeting by the co-chairmen. Such agenda setting forth the subject(s) to be discussed and the proposed action(s) to be taken shall be circulated to each member of the Contract Board, when possible, in sufficient time prior to the meeting to permit each side to consult with its own members and to determine the position of each side to be presented to the meeting. If a quorum of either side fails to attend, the other side may proceed to act upon the business for which the meeting was called, as if a quorum of the other side were present. The actions taken by the side that is in attendance shall be deemed to have been voted against by the other side, thus resulting in a deadlock vote of the Contract Board. Any and all matters (except amendments to this Agreement and to the employee benefit trust agreements) resulting in a deadlock vote shall be referred to immediate arbitration in accordance with this Agreement.

(d) Selection of Fund Trustees. There shall be selected from the members of the Contract Board trustees of the various jointly administered employee benefit funds provided for under this Agreement, and each side agrees to designate only representatives on the Contract Board or officers of the NYSA as trustees of these funds.

Section 2. Productivity Improvement.

The parties shall work together in good faith (a) to implement the Productivity and Improvement Process contained in Article XVIII of this Agreement and (b) to reduce redundancy,

excess positions, and duplication of jobs by attrition, reassignment, or otherwise on terminals and ships in order to improve their productivity and enhance the competitive position of the Port of New York and New Jersey. The NYSA-ILA Contract Board shall implement this provision. Any chance of reacquiring the work of stuffing and stripping containers requires a dedicated work force of trained, productive workers hired at compensation commensurate with the local competition and without any restrictive rules.

Section 3. Controlling Vacations.

The NYSA-ILA Contract Board has approved a system to control the scheduling of vacations for all employees. Seniority shall be used as a criterion in limiting the number of employees who can take vacations per week in order to assure the continued availability of adequate labor. This system shall remain in effect during the duration of this Agreement.

ARTICLE XI

NEW EMPLOYEES

Section 1. Pre-Hiring Protocols.

Any request for a controlled opening of the Waterfront Commission Register shall be made only by the Contract Board and not by any Employer or Union Representative. In opening the register for new employees, the Contract Board shall develop a program with the Waterfront Commission of New York Harbor that shall provide as follows:

(a) In order for a new employee to be eligible for employment, that employee must successfully complete the Waterfront Commission screening process and obtain a Waterfront Commission registration.

(b) In addition, any offer of employment that an applicant receives is contingent upon, among other things, satisfactory completion of a medical examination conducted by an industry-designated examining physician, an alcohol and drug test conducted by a professional testing company, and a determination by the Contract Board and its designated examining physicians that the employee is capable of performing the essential functions of the job offered with or without reasonable accommodation without posing a direct threat to the health and safety of individuals in the workplace. As a condition of continued employment, employees may also be required to undergo periodic medical examinations and alcohol and drug screenings at times specified by the Contract Board. In connection with these examinations, employees are required to provide the Contract Board or the NYSA-ILA Accommodations Team with access to their medical records, if requested. All industry-required medical examinations, agility testing, and alcohol and drug screenings for new employees are paid for in full from the industry assessment required by the NYSA-ILA Assessment Agreement.

(c) The Contract Board shall establish physical and psychological standards as well as performance standards for each of the various crafts. Satisfying these standards shall be demonstrated through the successful completion of physical agility or physical fitness tests in which an employee demonstrates the ability to perform actual or simulated job tasks or other job-related proficiency tests. Such tests will be approved by the NYSA-ILA Contract Board.

(d) Equipment operators and clerical and maintenance employees shall also be required to be re-certified under the physical, psychological, and performance standards every three (3) years.

(e) The first year of a new employee's employment shall be deemed a probationary period.

Upon the completion of this probationary period, the Contract Board shall review the performance record of each new employee for disciplinary infractions, excessive absenteeism, performance difficulties, and other indications that the employee is not performing up to standards. The Contract Board may decide to terminate a new employee's employment or extend the probationary period for an additional six (6) months. Employees on extended probation will receive additional training to help them improve their job performance.

(f) Each new employee shall be assigned to a sponsoring Employer by the Employer and the pertinent ILA Local in accordance with the needs of that Employer.

(g) Each new employee must comply with the union security clause as set forth in Article II, Section 3 of this Agreement.

(h) New employees must accept any and all work offered to them by their sponsoring Employer. The failure to do so will result in disciplinary action by the sponsoring Employer.

Section 2. Recruitment and Hiring of Longshore and Checker Crafts.

(a) Recruitment.

(i) The NYSA and the ILA shall each recruit and refer applicants for new jobs in the industry. During the term of this Agreement, 50% of the new hires will be selected from the ILA pool, 20% of the new hires will consist of individuals from the NYSA pool who are members of U.S. military service organizations, including veterans and individuals who served in the Reserves or the National Guard, 20% of the new hires will consist of individuals recruited by the NYSA from the employment offices of the New York and New Jersey Departments of

Labor identified in subsection (a)(ii) of this section, and 10% of the new hires will consist of individuals recruited by the NYSA from the other referral sources identified in subsection (a)(ii) of this section.

- (ii) The NYSA shall create its pool of applicants from members of U.S. military service organizations, including veterans and individuals who served in the Reserves or the National Guard, from referrals from New Jersey and New York Departments of Labor employment offices in Essex County, Hudson County, and Union County in the State of New Jersey and in New York County, Richmond County, Queens County, and Kings County in the State of New York, from referrals recruited from job/career fairs, vocational and technical schools, colleges, and community-based organizations, and from referrals made by managerial employees of the NYSA and its members.
- (iii) The ILA shall create its pool of applicants from referrals from rank-and-file longshore workers, from the Executive Boards of ILA locals covered by this Agreement, from other labor unions, from vocational and technical schools, and from community-based organizations.

(b) Screening.

- (i) Every applicant shall be vetted by a tripartite committee (“Employment Screening Committee”) consisting of a terminal-operator Employer, a representative selected by the ILA, and an NYSA representative.
- (ii) Applicants shall be interviewed and evaluated by the Employment Screening

Committee pursuant to Candidate Scoring Matrices (CSM) that contain uniform and job-related criteria to be established jointly by the NYSA and the ILA based upon the essential functions of longshore or checker work adduced from standard industry job descriptions. The Employment Screening Committee shall score the applicant for each of the criteria on a scale of 0 to 5.

(c) Pre-employment Processing.

- (i) Applicants approved by the Employment Screening Committee shall be referred for preemployment drug, physical, and physical-abilities testing. The NYSA and the ILA shall jointly agree upon a physical-abilities test for longshore craft workers.
- (ii) A designated number of candidates from each referral source who pass a drug test and who have successfully completed the physical and physical-abilities test shall be directed to apply for registration at the government agency authorized to issue registrations for waterfront employment. Registered candidates shall be brought into the industry on a pro-rata basis from each pool (NYSA & ILA).

Section 3. List Restrictions.

(a) Any new longshore craft employee first ordered to work on or after November 1, 2013 shall be required to remain on the new employee's sponsoring Employer's list for a minimum period of three (3) years beginning from the date on which the new employee is first ordered to work from the sponsoring Employer's list.

(b) Notwithstanding the restriction set forth in the preceding subsection (a) of this section, a new employee may be released from the three-year list restriction if the Employer and local agree that the release would not be detrimental to the Employer's operations.

(c) Once released from a list restriction under subsection (b) of this section, the new employee shall be subject to the two-year list restriction set forth in Article XIV, Section 11 of this Agreement.

Section 4. Hiring Plan For General Maintenance and Repair Workers ("M&R").

(a) Recruitment Coordinators

- (i) Four Recruitment Coordinators ("Coordinators") will administer this hiring plan. Two of the Coordinators will be employees of the NYSA who occupy the positions of "Vice-President Workforce Development and Corporate Diversity Officer" and "Director of Training & Safety." The other two Coordinators will be employees of the ILA who occupy the positions of "Human Resources Manager" and "Human Resources Assistant Manager." The Coordinators will complete a diversity and inclusion training course.
- (ii) The Coordinators will work together to identify and recruit a pool of applicants ("Applicant Pool") for M&R employment by having each applicant complete a standardized job application form in which the applicant will identify each of the maintenance job positions for which the applicant is applying. The Coordinators will review the application to determine, based upon the applicant's responses to the basic, objective questions relating to trade skills

and qualifications, if the applicant has several of the trade-skill qualifications set forth in the employer-created job descriptions, for each of the job positions sought by the applicant. The Coordinators will facilitate the Employers' access to the Applicant Pool and provide further assistance to Employers that have job openings.

- (iii) As referenced above, the Employers will develop standardized job descriptions for the various M&R positions. The Employers will agree upon the basic minimum trade-skill qualifications for each M&R position in the workforce covered by this Agreement. These qualifications will be summarized in one standardized written job description for each M&R position, which must be approved by each applicable Employer. The job descriptions will describe the essential functions of the job, the working conditions, physical requirements, minimum trade-skill qualifications, and eligibility requirements, *e.g.*, passing a drug test and a physical examination and obtaining registration from the Waterfront Commission of New York Harbor and a Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration of the United States.

(b) Recruitment

- (i) To create a qualified Applicant Pool, the Coordinators shall contact the following types of sources and ask them to supply candidates for the Applicant Pool:

- Technical schools and community colleges
 - Training or certification associations
 - Veteran groups
 - New Jersey and New York Departments of Labor
 - Private agencies specializing in the recruitment of women and minorities
 - Unions representing skilled workers
 - ILA members
 - Employers
 - Faith based organizations
- (ii) The Coordinators will contact sources in New York, New Jersey, and elsewhere, including sources in counties where the NYSA's members' operations are located, *i.e.*, Essex, Hudson, and Union in the State of New Jersey and Richmond, Kings, and New York in the State of New York. The Coordinators will obtain from these NYSA members information regarding projected job openings. The Coordinators may also engage in other recruiting practices to augment the Applicant Pool, including, but not limited to, attending job and career fairs. The NYSA's website will include a notice identifying the above-referenced referral sources for potential applicants to contact for more information regarding careers in the Port of New York and New Jersey.
- (iii) In their recruitment activities, the Coordinators will provide to the above-

described sources the Employer-created job descriptions for the various M&R positions, namely, (A) Facility Maintenance Mechanic (other than boilers and HVAC), (B) Chassis and Container Repair Mechanic, (C) TIR Inspector, (D) Facility Maintenance Mechanic (boilers and HVAC), (E) Crane Maintenance Mechanic, (F) Power Equipment and Straddle Carrier Mechanic, and (G) Reefer Mechanic, for which the Coordinators are seeking applicants and the standard job application form.

- (iv) All applications, job descriptions, leaflets, brochures, or job postings will clearly state:

Equal employment opportunities (EEO) will be provided to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, applicable state and local laws governing nondiscrimination in employment will be complied with. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

(c) Screening and Referral.

- (i) Applicants will be required to complete a standardized job application. Applicants will be required to complete an application identifying each of the positions for which they are applying. The Coordinators will review each application and compare each applicant's responses to the questions relating to trade-skill qualifications to determine if the applicant has several of the trade-skill qualifications set forth on the applicable M&R job description. To ensure that as many applicants enter the Applicant Pool and have an opportunity to be

considered for employment by an Employer, applicants will be denied entry to the Applicant Pool only if all four Coordinators agree that an applicant does not have the minimum trade-skill qualifications for any of the positions for which they are applying. The Coordinators will inform an applicant in writing of the applicant's rejection for any position. If an applicant applies for multiple positions, the applicant will be accepted into the Applicant Pool for all positions for which the applicant is qualified. If an applicant applies for multiple positions but is found to be unqualified for one or more of those positions, the applicant will be notified in writing of the applicant's rejection from those positions. But, if the applicant is qualified for one or more other positions, the applicant will be included in the Applicant Pool for all the positions for which the applicant is qualified.

- (ii) The Coordinators also will have the responsibility of managing the Applicant Pool. The Coordinators will inform each applicant that the application is valid for only two years and that the applicant must reapply after the expiration of the two-year period.
- (iii) The Coordinators will meet with each Employer's representatives annually to advise of the Coordinators' actions in administering this hiring plan, or if any issues should arise in connection with the administration of the hiring plan, or upon an Employer's request. The Coordinators and the representatives will discuss expected M&R job openings in the Port, recruitment efforts, individual

applicants who did not meet the minimum trade-skill qualifications, and the best practices to assure an adequate Applicant Pool.

- (iv) The Coordinators will maintain records of all applicants, including those who did not meet the minimum trade-skill qualifications and the reason why they did not meet the qualifications. Records (in whatever form they may be kept, whether written, electronic, or other) pertaining to all applicants, including those who did not meet minimum trade-skill qualifications and the reason why they did not meet the qualifications, will be maintained by the Coordinators as required by applicable federal, state, or local employment laws. The Coordinators will collect gender, race, and ethnicity information by asking applicants to complete the EEO-1 Voluntary Self Identification Form, which will be included in the standardized job application form. Records will be maintained by the Coordinators until a database is established.

(d) Notice of Available Job Openings.

- (i) Each Employer will advise the Coordinators of available job openings. The Coordinators will first notify current M&R employees, including those on layoff, who are both covered by the NYSA-ILA Collective Bargaining Agreement or the MMMCA-ILA Container Maintenance & Repair Agreement and registered with the Waterfront Commission (“Current M&R Workers”) of these job openings. The Coordinators will post, for a period of seven (7) days, notices of the job openings at the workplaces of the Employers offering the

jobs and at the offices of the two M&R local unions. Current M&R Workers shall advise the Coordinators of their interest in the job opening within seven (7) days after the expiration of the posting period (“Application Period”) by completing the standard job application for the position. At the expiration of the Application Period, the Coordinators will give all job applications completed by interested Current M&R Workers to the Employer associated with the job posting (“Hiring Employer”). The Hiring Employer will have the opportunity to review all Current M&R Workers’ applications and select candidates for interviews. The Hiring Employer will make a selection as to which applicants to interview and will first interview selected Current M&R Workers presently working for that Employer. If none of those Current M&R Workers are selected for the job, then the Hiring Employer will interview from the remaining group of Current M&R Workers selected by the Hiring Employer for an interview those covered by the NYSA-ILA Collective Bargaining Agreement. If no Current M&R Worker covered by the NYSA-ILA Collective Bargaining Agreement is selected for the job opening, then the Hiring Employer will interview from the remaining group of Current M&R Workers selected by the Hiring Employer for an interview those covered by the MMMCA-ILA Container Maintenance & Repair Agreement. If no Current M&R Worker is selected for the job opening, then the Hiring Employer will select and interview individuals in the Applicant Pool.

- (ii) The applications and resumes of all accepted applicants in the Applicant Pool will be accessible to Employers in the Port. The Applicant Pool will contain the job applications and resumes of the applicants and will not be categorized by the applicants' referral sources. Employers with job openings can select, either from a centrally maintained electronic database or by reviewing paper applications, those individual applicants whom the Employers are interested in interviewing for M&R jobs. The Employers shall inform the Coordinators of the applicants chosen for interviews.

(e) Interview and Selection.

- (i) Each Employer shall be responsible for selecting applicants to interview. In addition, each Employer shall be responsible for interviewing all selected applicants. Each Employer will be responsible for designing its own interview process, which may involve having the foreman, the shop steward, and other qualified personnel participate in evaluating the applicant.
- (ii) Each Employer has the exclusive discretion to select the individuals to be hired for the job opening. The Employer will advise the Coordinators of the identities of the individuals hired, and the Coordinators will remove those individuals from the Applicant Pool. The Employer will also inform the unsuccessful applicants that they have not been selected for the job opening. The Coordinators may meet with the unsuccessful applicants to discuss whether additional training would be beneficial. These unsuccessful applicants will remain in the Applicant Pool until their applications expire.

- (iii) The Hiring Employers will refer new hires to the NYSA for completion of any drug testing, physical examination, orientation, and training that may be required under this Agreement. The NYSA will be responsible for sending the new hires that pass the drug test to the Waterfront Commission of New York Harbor for registration. In connection with the registration process, the Hiring Employer will be responsible for complying with the Waterfront Commission's certification requirements for new hires.

(f) **Amendments.** The NYSA and ILA Maintenance Locals 1804-1 and 1814 are hereby authorized to amend the Hiring Plan for General Maintenance Workers without the necessity of obtaining the approval of the NYSA-ILA Contract Board.

ARTICLE XII

PROCEDURES FOR REINSTATEMENT

Section 1. Eligibility.

(a) Individuals who have been decasualized by the Waterfront Commission and who wish to return to industry employment must submit a written request to the NYSA-ILA Seniority Board ("Seniority Board").

(b) Upon receipt of the request, the Seniority Board will determine whether the individual is eligible to return to industry employment. An individual who has been permanently barred from industry employment because of violations of the Absentee Policy (*see* Annex E) or the Drug and Alcohol Program (*see* Annex F) as well as any individual who has exceeded the one (1) year period of an authorized leave of absence (*see* Annex C) will be ineligible to return to industry employment.

Any individual who has been permanently barred from industry employment under this Agreement shall be notified in writing by the Secretary of the Seniority Board after authorization by the Seniority Board that the individual is not eligible to return to industry employment. A copy of such notification will be sent to the Waterfront Commission.

(c) An individual who has been convicted of a “permanent disqualifying offense” or an “interim disqualifying criminal offense,” as defined in the regulations for obtaining a Transportation Worker Identification Credential (TWIC), 49 C.F.R. §1572.103(a) and 49 C.F.R. § 1572.103(b), respectively, will not be considered for return to industry employment unless the individual:

- (i) who has been convicted of a “permanent disqualifying criminal offense” is granted a waiver by the Transportation Security Administration; or
- (ii) who has been convicted of an “interim disqualifying criminal offense” establishes that the period of disqualification has expired or that the indictments or warrants associated with such crime(s) have been released.

If the applicable requirements set forth in this section 1(c) of this Article XII are met and the Seniority Board finds no other reason(s) for denying the individual’s request to return to industry employment, it will inquire of the individual’s former list Employer whether it wishes to sponsor or hire the individual.

(d) If there are reasons other than those set forth in Sections 1(b), 1(c), and 2(b) of this Article XII that are found by the Seniority Board to disqualify an individual from returning to industry employment, the individual will be notified in writing by the Seniority Board of the denial of the individual’s request and the reason for such denial, with a copy of such notification sent to the Waterfront Commission.

Section 2. Procedures.

(a) If there are no reasons preventing an individual from returning to industry employment, the individual's former list Employer will be notified of the individual's request and will be asked if it is interested in sponsoring or hiring the individual.

(b) It is necessary to determine if any Employer wishes to sponsor or hire an individual who is decasualized because the individual failed to respond to the Waterfront Commission's Notice of Pending Decasualization to establish to the Waterfront Commission that the individual's failure to make the individual available for employment was the result of the individual being on non-occupational disability (A&H/TDB), or workers' compensation or having a controverted workers' compensation claim.

(c) If the individual's former list Employer wishes to sponsor or hire the individual, it will so notify the Seniority Board in writing.

(d) Upon receipt of such notification from the former list Employer, the Waterfront Commission and the individual will be notified by the Seniority Board and the industry suspension in effect will be lifted. The action taken will be noted at the next meeting of the Seniority Board.

(e) If the individual's former list Employer is not interested in sponsoring or employing the individual, the former list Employer shall notify the Seniority Board in writing, including in its notification the reason(s) for not hiring or sponsoring the individual. The Seniority Board will notify the individual of the former list Employer's decision with a copy of such notification sent to the Waterfront Commission. The former list Employer's decision will be noted at the next meeting of the Seniority Board.

(f) Any other Employer who is asked by the Seniority Board as to whether or not it wishes to hire or sponsor an individual should respond, in writing, to the Seniority Board with its decision within 21 days of the date of the Seniority Board's request.

(g) A decision of the Seniority Board denying an individual's request to return to industry employment and a decision of an Employer not to sponsor or hire the individual may be appealed to the NYSA-ILA Labor Relations Committee (LRC). Such appeal must be in writing addressed to or delivered to the LRC at the Contract Board office and must be received by the LRC within fifteen calendar days of the notice from the Seniority Board.

(h) Notwithstanding Section (2)(g) of this Article XII, a notification by the Secretary of the Seniority Board that an individual is not eligible for consideration to return to industry employment because the individual was permanently barred from industry employment because of violations of the Absentee Policy or Drug and Alcohol Abuse Program, as set forth in Section 1(b) of this Article XII, may not be appealed.

(i) All decisions of the NYSA-ILA LRC are final and binding.

ARTICLE XIII

DISPATCHERS

Section 1. Responsibilities.

Dispatchers shall have the responsibility of overseeing the dispatching of additional employees to assure compliance with the contractual provisions relating to the hiring and assignment of employees under this Agreement. Dispatchers shall not engage in the hiring of employees except as provided in applicable Waterfront Commission regulations. Dispatchers shall

participate in the operation of the telecommunications hiring system by handling telephone calls to the hiring center. Dispatchers shall be subject to removal from office by the Contract Board for failure to carry out their responsibilities.

Section 2. Selection of Dispatchers.

The Contract Board shall select the dispatchers who shall be assigned to the employment information center. There shall be no more than eight (8) dispatchers. The salaries of the dispatchers and the expenses of the Contract Board shall be paid by the NYSA.

ARTICLE XIV
LONGSHOREMEN’S SENIORITY

Section 1. Seniority.

Longshoremen shall be hired for work on the basis of seniority in conformance with the terms set forth in this Article XIV. Seniority is defined as the basis upon which gangs and individuals are accorded priority of employment.

Section 2. Definitions.

(a) Regular Gang. A group of longshoremen attached to a specific pier or terminal and hired as a unit to load and unload ships at that pier or terminal shall be known as a “Regular Gang.” A Regular Gang shall be registered with the NYSA-ILA Seniority Department and posted at the terminal on a list indicating: gang number and the names and Waterfront Commission registration numbers of the members of the gang. A Regular Gang shall have preference in employment at its regular pier or terminal. A Regular Gang or member of a Regular Gang or a Regular List Employee employed at a location other than the regular pier or terminal of the Regular Gang or Regular List

Employee must return to that regular pier or terminal when ordered in by the direct Employer at the regular pier or terminal.

(b) Regular List Employees. Individual longshoremen registered on a list as having priority of employment at a specific pier or terminal shall be known as “Regular List Employees.” Regular List Employees shall have preference in employment at their regular piers or terminals.

Section 3. Gangs.

(a) Seniority Rights - Employment of Gangs. Employees when hired as a gang shall be accorded the seniority rights of the gang as a unit. Available gangs will be offered employment at a specific pier or terminal in accordance with the following priority: Regular Gangs at that pier or terminal are hired first. If the direct Employer’s needs are not filled, then additional gangs will be hired with first preference given to gangs in the section where the Employer’s terminal is located and then to gangs from other sections in accordance with the hiring section sequence set forth in Article XVII, Section 1(l) of this Agreement.

(b) Equalization of Earnings. The Employers shall hire their Regular Gangs on a rotating basis so as to equalize the earnings of their Regular Gangs.

Section 4. Permanent Vacancies in Regular Gangs.

(a) Order of Priority. Permanent vacancies in a Regular Gang shall be filled from among available qualified employees in the following order of priority in accordance with their seniority at such pier or terminal and, where such seniority is equal, on the basis of seniority in the industry, the employee with the greatest seniority having first choice, but all employees in the same alpha-seniority classification shall be considered to have identical seniority in the industry:

- **FIRST** From among members of Regular Gangs identified with that pier or terminal.
- **SECOND** From the Regular List longshoremen identified with that pier or terminal.
- **THIRD** From the employees at other piers and terminals in the section on the basis of their seniority in the section.
- **FOURTH** From employees in other sections in accordance with the section sequence set forth in Article XVII, Section 1(l) of this Agreement, on the basis of their alpha-seniority designations in the industry, the employee with the greatest seniority having first choice, but all employees in the same alpha-seniority classification shall be considered to have identical seniority in the industry.

Section 5. Permanent Vacancies for Regular List Positions.

Permanent vacancies for Regular List Positions on a particular pier or terminal shall be filled from among the qualified employees in the following order of priority:

- **FIRST** From among the Regular List Employees at the pier or terminal where the vacancy exists in accordance with their seniority at such pier or terminal, and where pier seniority is equal, then industry seniority shall control, with the employee with the greatest industry seniority having first choice, but all employees in the same alpha-seniority classification shall be considered to have identical seniority in the industry.
- **SECOND** From among members of Regular Gangs identified with that pier or terminal in accordance with their pier or terminal seniority, the employee with the greatest pier or terminal seniority having first choice and where pier seniority

is equal, then industry seniority shall control, with the employee with the greatest industry seniority having first choice, but all employees in the same alpha-seniority classification shall be considered to have identical seniority in the industry.

- **THIRD** From employees on the Employer's sponsored list at the pier or terminal and from employees identified with other piers or terminals in the same section on the basis of their seniority within the section, and where section seniority is equal, then industry seniority shall control, with the employee with the greatest industry seniority having first choice, but all employees in the same alpha-seniority classification shall be considered to have identical seniority in the industry, except that within each alpha-seniority classification in the section, the direct Employer must first choose employees on the Employer's sponsored list in that alpha-seniority classification.
- **FOURTH** Thereafter, from employees in other sections in accordance with the section sequence set forth in Article XVII, Section 1(l) of this Agreement on the basis of their alpha-seniority designation in the industry, the employee with the greatest seniority having first choice, but all employees in the same alpha-seniority classification shall be considered to have identical seniority in the industry.

Section 6. Piers or Terminals Reopened within Three Years after Disuse.

(a) **Gangs.** On a pier or terminal that is reopened within three calendar years of its disuse, seniority rights in employment for Regular Gangs shall be accorded as follows:

- **FIRST** From among the Regular Gangs that are identified with such pier or terminal selected on the basis of their gang seniority as defined above at such pier or terminal, provided the gang is available for work substantially intact.
- **SECOND** From among the Regular Gangs in the section, provided they are available for employment at such pier or terminal as intact gangs.
- **THIRD** From among Regular Gangs from other sections, provided they are available for employment at such pier or terminal as substantially intact gangs.

(b) Regular List Positions. Regular List Positions shall be filled in accordance with Section 5 of this Article.

Section 7. New Piers and Piers and Terminals Reopened More than Three Years after Disuse.

(a) Gangs. On new piers and on piers and terminals reopened after having been in disuse for over three calendar years, seniority rights in employment for gangs shall be accorded as follows:

- **FIRST** From among Regular Gangs in the section, provided they are available for employment as Regular Gangs at such pier or terminal.
- **SECOND** When no Regular Gangs are available in the section or when more gangs are required than are available, the Employer shall form and register new gangs in accordance with the provisions of Section 4 of this Article.

(b) Regular List Positions. Regular List Positions shall be filled in accordance with Section 5 of this Article.

Section 8. Measuring Seniority.

(a) Types of Seniority. Seniority for the purposes of this Article shall be computed on the

basis of pier, section, and industry seniority as more fully set forth in this Article. The following principles shall apply:

- (i) **Length of Service** shall be based upon employment as a longshoreman, and work as a chenango and as a public loader prior to December 1, 1953 shall be considered service for which seniority credit as a longshoreman will be allowed. The NYSA-ILA Seniority Board shall be the sole judge of the sufficiency of the evidence of such service.
- (ii) **Pier Seniority** shall mean continuous service as a longshoreman at a particular pier or terminal with which the employee is identified.
- (iii) **Industry Seniority** shall mean continuous service in the industry as a longshoreman in the Port of New York and New Jersey, but all employees in the same alpha-seniority classification shall be considered to have the same industry seniority.

(b) **Seniority Groups.** Employees covered by this Article shall be classified in designated alpha-seniority groups beginning with “A” seniority in accordance with various standards.

(c) **Contract Year.** As used in this Article, the term “contract year” shall be defined as a twelve-month period ending September 30.

(d) **Continuous Service.** As used in this Article, the term “continuous service” means employment in the industry as a longshoreman that is not interrupted by two or more consecutive contract years of no work or credited hours. An employee must have continuous service to retain pier, section, and industry seniority.

(e) Allowable Breaks In Service. An employee may receive credit for allowable breaks in service which are due to:

- (i) Absence due to verifiable illness or injury;
- (ii) Absence due to military service, provided the employee is reinstated in the industry in compliance with the requirements of law as to re-employment;
- (iii) Absence due to a leave of absence up to a maximum period of 12 calendar months, provided such leave is authorized in accordance with the leave of absence procedure promulgated by the NYS-ILA Contract Board, a copy of which is appended to this Agreement as Annex C;
- (iv) Absence due to service in a supervisory or managerial position;
- (v) Absence due to a period of service as an officer of the ILA or any of its subdivisions. A former union official returning to employment under this Agreement, if previously a gang member, shall be placed on the gang's list from which the former official came, if there is an opening in that gang, and, if there is no opening, the former official shall be placed on the bottom of the terminal list but the former official shall maintain the former official's pier, section, and industry seniority for purposes of bidding for open positions; and
- (vi) Absence due to inability to obtain registration from the Waterfront Commission, provided that such registration is subsequently granted by the Commission and provided that the employee shall receive no credit as time worked during the period for which the employee was denied registration. Seniority accumulated

prior to the date of denial of registration shall be unaffected by such denial and shall be credited to the employee.

(f) Date of Measurement. Seniority shall be measured from the first day of October, 1945, which is the date when records were first kept by the New York Shipping Association Central Records Bureau.

(g) Break in Seniority. The seniority of a Regular List Position employee or the seniority of a member of a Regular Gang shall be broken with respect to priority of employment at the pier or terminal with which the employee is identified in the event the employee:

- (i) Voluntarily quits, resigns or retires; or
- (ii) Fails to work or be credited with at least one hour of service in the industry in two or more consecutive contract years, unless such failure is allowable within the standards specified in Section 8(e) of this Article.

(h) Loss of Gang Seniority. Each Regular Gang as a unit shall be accorded the seniority date of the year in which it was established as a Regular Gang at the particular pier, terminal, or section with which it is identified and received the employment preference there as a Regular Gang. The seniority rights of a Regular Gang as a unit shall be lost with respect to prior employment rights at the pier, terminal, or section with which it is identified in the event the gang:

- Voluntarily dissolves as an organized gang unit; or
- Voluntarily becomes disassociated with the pier, terminal, or section with which it is identified.

(i) Permanent Layoff. When it becomes necessary for an Employer to reduce the number

of employees on a roster of Regular List Position employees in any category or classification of individual work, such reduction in force will be carried out by laying off the employees in the inverse order of seniority – the employee with the least seniority to be laid off first. When it becomes necessary for an Employer to reduce permanently the number of Regular Gangs identified with a pier or terminal, they shall be laid off in the inverse order of gang seniority – the gang with the least seniority to be laid off first.

Section 9. Qualifications for Employment.

An employee employed for work under the terms of this Agreement must be qualified and able to perform the duties of the job for which he is employed. Nothing in this Article shall be construed to affect or limit any existing right of Employers, subject to the Grievance Procedure, to discharge employees for just cause.

Section 10. Removal from List or Gang Positions.

An individual who is on a list or gang will be permanently removed from that list position or gang for the following reasons:

- Withdrawal of company sponsorship;
- Waterfront Commission strike-out (with right of appeal);
- Waterfront Commission suspension for a period in excess of one year;
- Failure to return timely after suspension for a violation under this Agreement;
- Permanent bar from the industry for a violation under this Agreement;
- Failure to return timely after being granted a leave of absence;
- Failure to return timely after military service; and

- Failure to be employed on that list for a period in excess of one year, excluding persons on workers' compensation or non-occupational disability (A&H/TDB) or a person with a controverted workers' compensation claim.

Section 11. List Restrictions.

Effective November 1, 2013, an employee in the longshore craft who moves from a list maintained by his current Employer to a list maintained by another Employer shall be required to remain on the new Employer's list for a period of two years beginning from the first date on which the employee is ordered to work from the new Employer's list. If the list change is from one section of the Port to another, the employee shall be required to join the local in the new section one year after the first date on which the employee is ordered to work from the new Employer's list. Notwithstanding the restriction in this section, an employee may be released from the two-year list restriction if the Employer and local agree that the release would not be detrimental to the Employer's operations.

Section 12. Selection of Supervisory Employees.

Notwithstanding anything to the contrary in this Agreement, each Employer shall have the discretion to select supervisory employees in the longshore craft based upon who the Employer believes best exhibits the capability to lead, manage, and supervise other employees. The selection shall not be based solely upon the employee's seniority. Nevertheless, the Employer will consult with and consider the input of the affected local prior to making its selection. These supervisory employees include but are not limited to foremen, assistant foremen, hatch foremen (also known as hatch bosses), dock foremen, and stevedore foremen. The Employer shall also have the discretion to replace the

selected supervisory employee, if that employee does not demonstrate the ability to lead, manage, and supervise other employees. The Employer shall consult with the affected local whose input shall also be considered. Any selection or replacement made pursuant to this section may be grieved under the NYSA-ILA Grievance and Arbitration procedures contained in Article XXVIII of this Agreement.

Section 13. Seniority Within Section 14.

Notwithstanding anything to the contrary in this Article, the “Basic Seniority Principles Governing Deep Sea Practices Within Section 14,” which are appended to this Agreement as Annex D, shall supersede the provisions of this Article but only with respect to the seniority of members of ILA Local 1588 at piers and marine terminals within Section 14.

Section 14. Effect of this Article.

Nothing in this Article shall be construed so as to affect or limit the right of Employers, subject to this Agreement, to discharge employees for cause.

ARTICLE XV

CHECKERS/CLERKS’ SENIORITY

Section 1. Classification of Seniority.

(a) **Definition of Seniority.** Seniority shall be defined as the basis upon which checkers and clerks are accorded priority of employment. Employees shall be classified into three (3) seniority groups as follows:

- Master List;
- Sub-Lists (Clerical, Dock Bosses, Detailmen); and
- Extras.

(b) Master Lists.

- (i) All employees who maintain continuous service and who, on the basis of seniority, are accorded priority of employment at a pier or terminal shall be placed on the Master List at that pier or terminal in the order of their priority of employment. No employee shall be on the Master List of more than one (1) pier or terminal.
- (ii) The lists on file with the NYSA-ILA Seniority Department, including all additions and deletions approved by the Seniority Department to date, shall be considered the bona fide Master Lists for each pier and terminal. All additions, deletions, or replacements to such lists must be submitted to the Seniority Department before such additions, deletions, or replacements become effective.
- (iii) Copies of all bona fide Master Lists shall be prepared and approved by the Seniority Department. The copies shall be submitted to the appropriate Employer occupying each pier and terminal and to other interested parties.
- (iv) The procedure for adding employees to Regular Master Lists is as follows:
 - **Step 1.** The Seniority Department will supply each Employer with a form on which the Employer shall indicate the present requirements for additional checkers and clerks because of attrition or increase in the size of the Employer's operations.
 - **Step 2.** Additions requested by the Employer will be forwarded to the NYSA-ILA Seniority Department with the prior approval of the appropriate local union.

- **Step 3.** The Seniority Department shall notify all checkers and clerks in the Port of the list positions available. Those individuals seeking such jobs shall apply to the Employer at the pier or terminal where the job is available by filling out an employment application form.
- **Step 4.** Those individual employees who apply to the Employer in accordance with these provisions may be immediately added in the order of their priority of employment to the bottom of the Master List, subject only to prompt notification to the Seniority Department. Such notification shall be accompanied by copies of all applications received. When employees within the same alpha-seniority designation apply for an Employer's Master List, the Employer shall have the discretion to select first those employees on the Employer's list of sponsored employees, provided each selected sponsored employee has demonstrated to the satisfaction of the Employer the ability and skill to use the Employer's terminal operating system and other computer systems in connection with the work functions to which the sponsored employee has been assigned in the past at the Employer's facility. For those within the same alpha-seniority designation who are not on an Employer's list of sponsored employees, the Employer shall have the discretion to select employees based upon the particular employee's familiarity with, ability, and skill to use the Employer's terminal operating system and other computer systems in connection with the work functions to which the employee had

been assigned in the past at the Employer's terminal or to which work functions they are expected to be assigned after being added to the Master List. Other factors that may be considered, but are not exclusive, in selecting both sponsored and non-sponsored employees are the total numbers of hours that the employee has worked for the Employer in the past, the employee's prior work history, or other performance indicators as may be available.

- **Step 5.** Each Employer shall, upon completion of the above process, submit its completed addition form to the Seniority Department.

(c) Sub-Lists. Sub-Lists shall consist of all employees who maintain continuous service and who, on the basis of their seniority position on the Sub-List and of their special qualifications, have priority of employment for clerical or detail assignments.

(d) Extras. Extras are employees who do not work regularly at a particular pier or terminal but who accept employment wherever it may be available and who have maintained continuous service in the industry as a checker or clerk. Extra employees, like all other checkers, clerks, and timekeepers, shall be classified in an alpha-seniority group depending on length of service in the industry as a checker, clerk, or timekeeper, in accordance with the various standards. Employees who are employed or available for employment at a pier or terminal other than the one with which they are regularly identified shall be considered extra for the period of such employment or availability for employment. The hiring agent has free selection from each alpha-seniority group with all employees in the same alpha-seniority classification considered to have the same industry seniority.

(e) Maintenance and Use of Lists.

- (i) The Employers shall maintain Master Lists and Sub-Lists on a current basis. All employees are to be given such identification by the NYSA-ILA Seniority Department as agreed upon to indicate their seniority classification. The Employers shall post such lists and any changes thereto at the appropriate piers or terminals. Thereafter, the checkers and clerks local union shall have thirty (30) days to protest any item, listing, classification, or omission. If no protest is made, such rosters, lists, seniority classifications, and other information shall be final and binding and shall become effective sixty (60) days after the date of the posting of the lists.
- (ii) When an Employer requires a chief clerk or timekeeper at an outside berth, the Employer may secure such employees from any of the Master Lists and Sub-Lists maintained by that Employer.
- (iii) When piers are rebuilt or combined to form one (1) pier, the seniority rights at the new pier shall be based on a consolidation of the various lists that existed at the piers prior to the changeover. Employees shall be dovetailed in by the Seniority Department in accordance with their initial dates of employment on their present lists.
- (iv) At a pier or terminal which is reopened after having been in disuse for less than three (3) years, the Employer shall hire currently available qualified checkers from the Master List, if any, previously in effect at said pier or terminal. At a

new pier or terminal or at a pier or terminal which has been in disuse for over three years, the Employer shall be allowed to hire any available qualified checkers on the basis of their alpha-seniority classifications.

- (v) Notwithstanding any other provisions of this Agreement to the contrary, any employee on a Master List shall not be eligible for voluntary removal from the Master List except when that employee transfers from his current Master List to another Employer's Master List or when that employee receives written approval from the NYSA-ILA Seniority Board authorizing that employee's removal from that Employer's Master List, provided such approval is not unreasonably withheld.
- (vi) Notwithstanding any other provisions of this Agreement, the joint NYSA-ILA Contract Board may from time to time order a special portwide opening of all Employers' Master Lists. Also, openings to an individual Employer's Master List must first be approved by the NYSA-ILA Seniority Board.

Section 2. Seniority Groups.

Employers covered by this Article shall be classified in designated alpha-seniority groups beginning with "A" seniority in accordance with various standards. All new employees registered as Checkers and Clerks after September 30, 2013, shall be assigned alpha-seniority classifications beginning with "Z" seniority.

Section 3. Timekeepers.

(a) All timekeepers employed by any Employer shall be placed on that Employer's seniority list.

(b) Timekeepers may be moved freely from pier to pier for the same Employer.

(c) Timekeepers may be chosen freely from any Master List of checkers and clerks at any piers at which an Employer is operating. If there is no qualified employee, the Employer may then select an employee from the bargaining unit of checkers and clerks.

(d) When a timekeeper is laid off due to lack of work, the timekeeper with the least company seniority shall be the first person laid off. If a job opens up as a timekeeper within a year, the employee in lay-off status shall have first preference for recall on the basis of company seniority.

(e) A timekeeper who is laid off by an Employer shall have the right to be restored to the employee's seniority position on the Master List.

Section 4. Qualifications for Employment.

(a) An employee employed for any type of work as a checker, clerk, or timekeeper under this Agreement must be qualified and able to perform the duties of the job for which the employee is employed.

(b) The Seniority Department may administer a proficiency examination to determine the applicant's ability to follow written instructions, to complete forms, and otherwise to perform the tasks required of checkers and clerks. This examination may be given at the times and places and in the manner to be determined from time to time by the Seniority Department.

(c) If the applicant has passed all the required exams, the Seniority Department will notify the applicant of that acceptance and will direct the applicant to the Waterfront Commission to obtain a Waterfront Commission registration. On the applicant's receipt of a Waterfront Commission registration, the Seniority Department will then by form advise the office of the local union and the

Employer representative of the applicant's acceptance and receipt of a registration. The local union and the Employer representative shall sign such form and forward it to the Seniority Department for issuance of the applicant's seniority card. In no event shall the local union or Employer representative fail or refuse to sign such form because of membership or non-membership of the applicant in any labor organization.

Section 5. Filling Job Vacancies; Layoffs; Promotions.

(a) Job Vacancies. First preference in filling permanent job vacancies shall go to qualified employees on the Master List. When a job to which an employee is assigned is of a temporary nature, the Employer may choose an employee on the Master List or Sub-Lists. An employee on the Master List who is working elsewhere must return to that employee's own Employer when notified the preceding day that such work will be available.

(b) Layoffs. Layoffs on the Master List shall be in accordance with the standing of employees thereon, except that an Employer shall allow an employee who is engaged on a current work assignment to complete such assignment. Employees who are employed and classified as clericals, detail employees, and dock bosses on Sub-Lists shall retain their Sub-List seniority for such work and shall not be affected by a layoff on the Master List. In the event a job on the Sub-List is temporarily or permanently discontinued, seniority shall govern, and the employee shall be entitled to return to the employee's seniority position on the Master List. Thereafter, if the detail is re-established, the employee who formerly was assigned to the detail shall have priority for the job, provided the employee has continued to be steadily employed at said pier or terminal.

(c) Promotions. Whenever a permanent detail or clerk's job is vacant, the preference for

such job shall be given to the employee highest on the Master List, provided the employee meets the qualifications for the job.

Section 6. Continuous Service.

Continuous service means employment in the industry as a checker, clerk, or timekeeper that is not interrupted by two or more consecutive contract years of no work or credited hours.

Section 7. Allowable Breaks in Service.

(a) An employee shall maintain seniority during allowable breaks in service which are due to any of the following reasons:

- (i) Absence due to verifiable illness or injury.
- (ii) Absence due to military service, provided the employee is reinstated in the industry in compliance with the requirements of law as to re-employment.
- (iii) Absence due to a leave of absence up to a maximum of twelve (12) calendar months, provided such leave is authorized in accordance with the leave of absence procedure promulgated by the NYSA-ILA Contract Board, a copy of which is appended to this Agreement as Annex C.
- (iv) Absence due to service in a supervisory or managerial position with an Employer-member of the NYSA, which involves the supervision of employees employed under this Agreement. Service of at least one (1) year of 700 hours of employment as a checker, clerk, or timekeeper must be established immediately prior to such break in checker employment. Prior seniority will be retained by supervisory personnel if the promotion from the pier is directly

to service with the particular Employer operating the pier or terminal or with an Employer taking over the same operation and shall continue only so long as that supervisory or managerial position continues with the same Employer and will be contingent upon immediate return to the collective bargaining unit covered by this Agreement.

- (v) Absence due to a period of service as an elected representative of Local 1, ILA, or employment by Local 1, ILA, provided that at least one (1) year of 700 hours of employment as a checker, clerk, or timekeeper is established in the year immediately prior to such break-in-service. Prior seniority will be retained by elected representatives of Local 1, ILA and employees of Local 1, ILA during the duration of the employment or term in office and will be contingent upon immediate return to the collective bargaining unit covered by this Agreement.

(b) The seniority of any employee shall cease with respect to priority of employment in the event the employee voluntarily quits, resigns, retires, or is discharged for cause, or is absent without just cause and fails to notify the Employer within a reasonable time or fails to work or be credited with at least one hour of service in two or more consecutive contract years unless such failure is allowable within the standards specified in Section 7(a) of this Article.

Section 8. Selection of Baggage Master/Chief Clerk.

A Baggage Master/Chief Clerk is a supervisory employee at a passenger ship terminal who oversees and directs checkers in accounting for passengers' baggage, including the positioning of baggage for loading and discharge. The Baggage Master/Chief Clerk is also responsible for

maintaining reports for lost baggage or abandoned baggage. Notwithstanding anything to the contrary in this Agreement, an Employer at a passenger ship terminal shall have the discretion to select or replace a Baggage Master/Chief Clerk in the checkers'/clerks' craft. The Employer shall consider a candidate's leadership, management, and supervisory capabilities. The Employer shall also consult with checkers/clerks local union representatives whose input shall also be considered. Any selection or replacement made pursuant to this section may be grieved under the NYSA-ILA Grievance and Arbitration procedures contained in Article XXVIII of this Agreement.

Section 9. Effect of this Article.

Nothing in this Article shall be construed so as to affect or limit the right of Employers, subject to this Agreement, to discharge employees for cause.

ARTICLE XVI

MAINTENANCE SENIORITY

Section 1. Company Seniority.

Company seniority shall be based on classification and length of service with the Employer. In the case of a lay-off, employees, if qualified, shall be recalled in order of company seniority.

Section 2. Assignment of Employees.

The Employer shall notify the maintenance local union having jurisdiction over the area where the Employer's facility is located when it needs maintenance employees to work and which classifications are needed. It shall be the responsibility of such maintenance local union to furnish the necessary qualified maintenance employees requested by the Employer. In the event that such maintenance local union is unable to supply qualified employees, the Employer may secure the

employees from any available source provided they abide by the union security clause set forth in Article II, Section 3 of this Agreement.

Section 3. Piers or Terminals Reopened within Three Years after Disuse.

On a particular pier or terminal that is reopened within three calendar years of its disuse, seniority rights in employment for maintenance employees shall be accorded in the following order of priority:

- **FIRST** From among the Regular List employees identified with such pier or terminal selected on the basis of their seniority at such pier or terminal and where pier seniority is equal, then industry seniority shall control with the employee with the greatest industry seniority having first choice.
- **SECOND** The maintenance local union shall furnish any additional qualified maintenance employees required by the Employer at such pier or terminal.

Section 4. Unqualified Employees.

The Employer has the right within thirty (30) days to determine if the employee is qualified. If the Employer determines that the employee is not qualified, the Employer shall notify the maintenance local union having jurisdiction over the area where the Employer's facility is located in writing, setting forth the reason(s) why the Employer has determined that the employee is not qualified.

Section 5. Additional Employees.

The Employer shall notify the maintenance local union having jurisdiction over the area where the Employer's facility is located if there is any work requiring more than the present complement of maintenance employees.

Section 6. Effect of this Article.

Nothing in this Article shall be construed so as to affect or limit the right of Employers, subject to this Agreement, to discharge employees for cause.

ARTICLE XVII
HIRING PROCEDURES

Section 1. Hiring of Longshoremen.

(a) **Sections.** The Port of New York and New Jersey is divided into five sections:

| <u>Section No.</u> | <u>Area</u> |
|--------------------|----------------------------------|
| 01 | Brooklyn, New York |
| 07 | Manhattan, New York |
| 12 | Newark and Elizabeth, New Jersey |
| 14 | Hudson County, New Jersey |
| 16 | Staten Island, New York |

(b) **Categories for Longshoremen.** The primary categories for the longshore craft are: (i) Hold, (ii) Ship Labor, and (iii) Terminal Labor. All new longshoremen entering the industry shall be assigned to the Terminal Labor category. Secondary categories, including but not limited to crane operator (“OC”), driver (“DR”), hustler driver (“DH”), straddle carrier operator (“SC”), etc., now used in the hiring system shall remain in effect. Secondary categories are based on the employees’ certified skills to operate container-handling equipment. The placement of longshoremen in such secondary categories shall continue, and there shall be no change in any employee’s primary category for the duration of this Agreement.

(c) **Telephonic Hiring System (“THS”).** Work for longshoremen is assigned through the THS based on Prior Day Ordering (“PDO”). The THS is available Monday to Friday from 7:00 A.M. to 8:00 P.M., on Saturdays from 7:00 A.M. to 8:00 P.M., and on Sundays and paid holidays

from 7:00 A.M. to 8:00 A.M, except as may otherwise be provided. Ordering for a paid holiday through the next regular work day shall take place on the eve of the holiday. Direct Employers hire on a PDO basis the Employers' Regular Gangs and Regular List employees between 6:00 A.M. and 2:30 P.M. each day, Monday through Saturday.

(d) Weekend Hiring.

- (i) Longshoremen shall be ordered for work six days a week from Monday to Saturday. Hiring on Friday shall be for work to be performed on Saturday, and hiring on Saturday shall be for work to be performed on Sunday and Monday. The agreed-upon procedures for weekend hiring are set forth in an NYSA-ILA Contract Board Notice that is attached as Annex I - Part 1 to this Agreement. The NYSA-ILA Contract Board shall consider implementing hiring on Sunday for work to be performed on Monday. However, hiring for Tuesdays following these five holidays: Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Labor Day, and Columbus Day (hereinafter "Five Fixed Monday Holidays"), shall take place on Sunday, and for all other Tuesdays following a Monday holiday, ordering will occur on Saturday. The procedures for Sunday hiring for work on Tuesdays following the Five Fixed Monday Holidays are set forth in an NYSA-ILA Contract Board Notice that is attached as Annex I - Part 2 to this Agreement.
- (ii) Staff employees (other than staff employees in the maintenance craft) who are required to be present on a weekend day in order to implement next day hiring

(Saturday for Sunday and Monday or Sunday for Monday and Tuesday) and who are not otherwise compensated for that weekend day either through including that day as part of the calculation of their annual salary or through being hired on that day for another operation at the terminal shall be entitled to be paid for eight overtime hours and one meal hour. Compensation for mechanics required to be present on a weekend day in order to implement next day hiring shall be negotiated by the mechanic's local union directly with their Employers.

(e) Gang Ordering Procedures.

(i) For MONDAY –

Gangs wanted for 7:00 A.M., 8:00 A.M., or 1:00 P.M. starting times on Monday (or Tuesday, if Monday is a paid holiday) shall be ordered not later than 2:30 P.M. Saturday. The 8:00 A.M. starting time is subject to cancellation not later than 6:00 A.M. Monday if the ship for which the gangs have been ordered is not at that time at the berth where the work is to be performed; in the event such orders are cancelled but such gangs are wanted for 1:00 P.M. or 7:00 P.M. starts, they shall be given their orders not later than 7:30 A.M. that day.

Gangs ordered on Saturday for a 1:00 P.M. or 3:00 P.M. start on Monday shall not be subject to cancellation.

(ii) For TUESDAY TO SATURDAY –

Gangs wanted for work Tuesday to Saturday, inclusive, shall be ordered not later than 2:30 P.M. on the previous day except that gangs wanted for 7:00 P.M. and 11:00 P.M. starting times may be ordered on the same day but not later than 2:30 P.M., Monday through Saturday.

(iii) For SUNDAY –

Gangs wanted for work on Sunday shall be ordered not later than 2:30 P.M. on the previous day.

(f) Telephone Calls for Orders. Every employee is required to call the THS each weekday from Monday to Thursday between 4:00 P.M. and 8:00 P.M. for orders for that night and for the next day. Every employee is required to call the THS on Friday between 4:00 P.M. and 8:00 P.M. for orders for that night and for Saturday and to make themselves available for Saturday 8:00 A.M. hiring. On Saturdays between 8:00 A.M. and 9:00 A.M., hiring for 8:00 A.M. fill-ins takes place. Every employee is required to call the THS on Saturday between 4:00 P.M. and 8:00 P.M. for orders for that night and for Sunday and Monday orders and to make themselves available for Monday 8:00 A.M. hiring. The procedures for telephone calls for orders on weekends when there is Sunday hiring for work on Tuesdays following the Five Fixed Monday Holidays are set forth in Annex I - Part 2 to this Agreement. All calls will be recorded. The dispatchers will identify themselves by their code numbers, and the employee calling must present the employee's Waterfront Commission number and the telephone number at which the employee can be reached the next morning.

- (i) If an employee receives no orders for the next day, the call-in will itself cause the system to automatically classify the employee as "available" for 8:00 A.M., 10:00 A.M., or 1:00 P.M. work which might arise the next weekday, except that no call-in credit for Monday will be given for the Friday-night call-in. Call-in credit for Monday will be given only for the Saturday-night call-in. If Monday is a paid holiday, call-in credit for Tuesday will be given for the Saturday-night call-in.

- (ii) If an employee fails to call for orders, the system will automatically treat the employee as unavailable for an 8:00 A.M. work assignment arising the next day; or in the case of a failure to call in on a Saturday night, the system will automatically treat the employee as unavailable for an 8:00 A.M. work assignment arising on Monday; and if Monday is a paid holiday, then the employee will be treated as unavailable for an 8:00 A.M. work assignment arising on Tuesday.

(g) Cancellation/Setbacks.

(i) For Mondays.

A direct Employer is entitled to set back 8:00 A.M. orders for Monday that were issued on Saturday to the 1:00 P.M. start time or cancel those orders completely by notification no later than 6:00 A.M. that Monday. Checkers and clerks ordered for the ship shall be employed as directed by the direct Employer. Any longshoreman who receives an 8:00 A.M. PDO work order for Monday which is cancelled or set back shall be entitled to the payment of a two-hour guarantee at the longshoreman's straight-time wage rate and is automatically made available in the 8:00 A.M. volunteer pool. However, any longshoreman who is a list member of a gang that received the 8:00 A.M. work order shall not be entitled to the two-hour guarantee. 7:00 A.M. orders cannot be set back or cancelled.

(ii) For Tuesdays Following Holidays Other Than the Five Fixed Monday Holidays (Hiring on Saturday).

A direct Employer is entitled to set back 8:00 A.M. orders for Tuesdays following holidays other than the Five Fixed Monday Holidays to the 1:00 P.M. start time or cancel those orders

completely by notification no later than 6:00 A.M. that Tuesday. Checkers and clerks ordered for the ship shall be employed as directed by the direct Employer. Any longshoreman who receives an 8:00 A.M. PDO work order for Tuesday which is cancelled or set back shall be entitled to the payment of a two-hour guarantee at the longshoreman's straight-time wage rate and is automatically made available in the 8:00 A.M. volunteer pool. However, any longshoreman who is a list member of a gang that received the 8:00 A.M. work order shall not be entitled to the two-hour guarantee. 7:00 A.M. orders cannot be set back or cancelled.

(iii) For Tuesdays Following the Five Fixed Monday Holidays (Hiring on Sunday).

A direct Employer is entitled to set back 8:00 A.M. orders for Tuesdays following the Five Fixed Monday Holidays to the 1:00 P.M. start time or cancel those orders completely by notification no later than 6:00 A.M. that Tuesday. Checkers and clerks ordered for the ship shall be employed as directed by the direct Employer. Any longshoreman who receives an 8:00 A.M. PDO work order for a Tuesday following a Fixed Monday Holiday which is cancelled or set back shall be entitled to the payment of a four-hour guarantee at the longshoreman's straight-time wage rate. However, any longshoreman who is a list member of a gang that received the 8:00 A.M. work order shall not be entitled to the four-hour guarantee. 7:00 A.M. orders cannot be set back or cancelled.

(iv) For 7:00 P.M. and 11:00 P.M. Starts.

A direct Employer on any day from Monday to Saturday between 8:00 A.M. and 2:30 P.M. can cancel same-day list and gang orders for 7:00 P.M. and 11:00 P.M. starts and any orders for future days.

(h) Availability for Work.

- (i) All employees shall make themselves available for work seven (7) days a week and when called by the hiring center must accept the assignments and must work. The Contract Board shall have the power without regard to any other provisions of this Agreement to enforce such procedures as shall assure that all employees are dispatched with regularity. In appropriate cases the Contract Board may require retraining for other positions in the industry, apply disciplinary procedures, or take other actions to compel the employees to make themselves available for work and to work with regularity.
- (ii) If an employee has no order for work, the employee can be made available for work on the next day via the nightly call-in, Monday to Thursday and Saturday. Any employee without orders who remains available in the system must be near the employee's contact telephone the next morning from 8:00 A.M. to 9:30 A.M., Monday to Friday, except on paid holidays, for assignment as a fill-in for someone who fails to appear. All persons hired in the morning as fill-ins must be available for work and will be given a reasonable period of time to arrive at the work sites. If no orders are received on a Saturday call-in, the employee need not be near the employee's contact phone on Sunday or on a Monday holiday. If Monday is not a holiday, the employee must be by the employee's contact phone on Monday.

(i) Removal From System.

- (i) An employee is required to be available for work seven (7) days a week. However, an employee on a regular gang or list position can be removed from the hiring system at the employee's request by obtaining the consent of the direct Employer with which the employee has a list position, if the direct Employer has sufficient workers with the necessary skills to meet its needs for the period of that employee's unavailability. An employee who does not have a list position or is on an employer-sponsored list can be removed from the hiring system by obtaining the consent of the NYSA-ILA GAI Fund if there are sufficient workers with necessary skills to meet the needs of the Port for the period of the employee's unavailability.
- (ii) All senior longshore craft workers with an alpha-seniority classification from "A" through "S" may voluntarily elect to have their baggage handler and/or car driver categories removed. To do so, the senior worker must complete the following election form and return it to the worker's local or Shop Steward, so that the hiring system may be updated:

ELECTION FORM

I, _____ Waterfront Commission No. _____,

hereby elect to voluntarily remove the following hiring categories:

Baggage Handler

Car Driver

Baggage Handler and Car Driver

Circle One

Longshore Employee's Signature

Witness's Signature (Shop Steward or Local Official)

Date: _____

(j) Voluntary Registrations. Persons may call the THS to volunteer for work. When they call, individuals should give the dispatcher the telephone number where they can be reached, if the system does not already have that telephone number. Volunteer times are:

- (i) Monday to Friday:** 9:00 A.M. to 12: 45 P.M. to volunteer for same-day 1:00 P.M. starting time.
- (ii) Monday to Friday:** 4:00 P.M. to 6:45 P.M. to volunteer for same-day 7:00 P.M. and 11:00 P.M. starting times.
- (iii) Saturday for Saturday Work:** 9:00 A.M. to 12:45 P.M. on Saturday to volunteer for 1:00 P.M. starting time on that Saturday and 4:00 P.M. to 6:45 P.M. on Saturday to volunteer for 7:00 P.M. starting time on that Saturday.

- (iv) **Saturday for Sunday Work:** 4:00 P.M. to 6:45 P.M. on Saturday to volunteer for 8:00 A.M., 1:00 P.M., 7:00 P.M. and 11:00 P.M. starting times on Sunday.

- (v) **Holidays:** 7:00 A.M. to 8:00 A.M. on the holiday to volunteer for 8:00 A.M., 1:00 P.M., 7:00 P.M. and 11:00 P.M. starting times on that holiday.

7:00 A.M. to 8:00 A.M. on Monday to volunteer for 8:00 A.M., 1:00 P.M., 7:00 P.M. and 11:00 P.M. starting times on Monday.

- (vi) **Volunteering on Weekends when there is Sunday Hiring for Tuesday Following the Five Fixed Monday Holidays:** These procedures are set fourth in Annex I – Part 2 to this Agreement.

Hiring agents will call those individuals who have volunteered for a specific start time to offer them work as follows:

| Starting Time | Time of Call |
|----------------------|------------------------------|
| 7:00 A.M. | 7:00 A.M. to 8:00 A.M. |
| 8:00 A.M. | 8:00 A.M. to 9:00 A.M. |
| 10:00 A.M. | 10:00 A.M. to 11:00 A.M. |
| 1:00 P.M. | 1:00 P.M. to 2:00 P.M. |
| 3:00 P.M. | 3:00 P.M. to 4:00 P.M. |
| 7:00 P.M. | 7:00 P.M. to 8:00 P.M. |
| 11:00 P.M. | 11:00 P.M. to 12:00 Midnight |

The individual is not required to accept the job. There is no penalty for not accepting this job, but there is a penalty for accepting it and then not showing up. Hiring agents shall adhere to all hiring criteria, including seniority and skills, when determining whom to call with a job offer.

(k) Unavailable Gangs. Members of gangs ordered for a 7:00 P.M. starting time, Monday through Sunday, shall not be available for PDO the following day. Members of gangs ordered for a 11:00 P.M. starting time, Monday through Friday and on Sunday, shall not be available for PDO the following day. When they call between 4:00 P.M. and 8:00 P.M. for orders, they can make themselves available for the next day's 8:00 A.M. fill-in hiring. Members of gangs ordered for a 7:00 P.M. starting time on Saturday shall not be available for PDO for Sunday but are available for Monday.

(l) Hiring-Section Sequence. During PDO hiring and same-day fill-in hiring, a direct Employer must fill its gang and terminal needs from its regular gangs, from its regular ship drivers' list, from its regular field drivers' list, and from its regular terminal lists. When all of a direct Employer's list employees have been exhausted, the direct Employer must fill its needs from within the section where the Employer's facility is located based upon section seniority and necessary skills. Within each alpha-seniority classification in the section, the direct Employer may hire first employees on the Employer's sponsored list in that alpha-seniority classification. The Employer must then exhaust every employee who is eligible in the section in that alpha-seniority classification before the Employer can hire employees on the Employer's sponsored list in the next lower alpha-seniority classification. If the Employer has exhausted all eligible employees within the section and on the Employer's sponsored list, the Employer may then hire from other sections. There is a sequence of sections that must be followed depending upon the section where the Employer's facility is located:

| Employer's Section | Sequence of Sections |
|-------------------------------|---|
| Section 01 (Brooklyn) | Sections 16, 07, 14, and 12 in that order |
| Section 07 (Manhattan) | Sections 01, 16, 14, and 12 in that order |
| Section 16 (Staten Island) | Sections 01, 07, 14, and 12 in that order |
| Section 14 (Hudson County) | Sections 12, 07, 01, and 16 in that order |
| Section 12 (Newark/Elizabeth) | Sections 14, 07, 01, and 16 in that order |

The Employer must exhaust all eligible employees within a section before going to the next section in the sequence.

(m) Hiring-Seniority Sequence. During PDO hiring and same-day fill-in hiring, once the direct Employer's Regular List Employees have been exhausted, hiring in the direct Employer's section must proceed as follows:

- Level 1, 2 and 3 Employees shall be hired in alpha-seniority order.
- If the direct Employer has exhausted all Regular List and all Level 1, 2 and 3 Employees within the Employer's section, the Employer shall then hire from other sections in accordance with the sequence of sections set forth in Section 1(l) of this Article. Level 1, 2 and 3 Employees shall be hired in alpha-seniority order.
- If the direct Employer has exhausted all Regular List and all Level 1, 2 and 3 Employees from all sections of the port, Level 4 Employees in the direct Employer's section shall be hired. Level 4 Employees on the Employer's Regular List shall be hired first. Thereafter, all other Level 4 Employees in the direct Employer's section shall be hired in alpha-seniority order.
- If all Level 4 Employees in the direct Employer's section are exhausted, the Employer shall then hire Level 4 Employees from the other sections in accordance with the

sequence of sections set forth in Section 1(l) of this Article. Level 4 Employees in a section shall be hired in alpha-seniority order.

Priority in hiring is determined by alpha-seniority designations with the “A” seniority employees having priority in hiring over “B” seniority employees and “B” seniority employees having priority over “C” seniority employees, and so on down the alphabet. However, within an alpha-seniority classification there is no preference based on length of service or date of Waterfront Commission registration. An Employer can hire any employee within an alpha-seniority classification, provided the employee has the skill certification required.

(n) Criteria for Selection. Two criteria control the selection process: seniority and skill certification. The other criteria which may influence an Employer’s selection are flexibility and productivity. An Employer has a right to assign work to those who are qualified by skill certification to perform it, meaning that a less senior worker may be selected because the less senior employee is qualified to operate a more complex piece of equipment. When an employee is certified to operate the more complex equipment but the employee’s productivity is below the norm, the Employer must document that fact, inform the employee of the factual basis for that determination, and afford reasonable additional training to increase productivity. If the employee’s productivity does not improve, the Employer has the right to select a more productive operator with less seniority.

(o) Completion of Assignment. If an employee begins a work assignment, the employee must complete that assignment except in the following instances:

- (i) If an employee works past midnight on a ship, the employee need not report for an 8:00 A.M. order the next day, unless the employee volunteered for the

past-midnight work assignment or failed to advise the Employer with which the employee has a list or gang position that the employee is working past midnight and should be taken out of the system. An employee who works past midnight on a ship must resume work on the same ship at 8:00 A.M. after a break, unless the employee notified the Employer in a timely fashion of the employee's intent not to work, so that a replacement could be found in time.

- (ii) An employee who starts a ship at 7:00 A.M. or 8:00 A.M. can ask for a replacement at 5:00 P.M. If, however, the replacement fails to appear at 5:00 P.M., the employee working the ship must remain on that job until the replacement actually appears or the job is otherwise finished. The same rule for replacements applies to 10:00 A.M., 1:00 P.M., 3:00 P.M., and 7:00 P.M. starting times, but replacements are not permitted for an 11:00 P.M. starting time. Any employee accepting 11:00 P.M. orders must appear and complete the assignment.
- (iii) Notwithstanding anything to the contrary in Section 2(o)(i) and 2(o)(ii) above, if the Employer with which the employee has a list or gang position orders that employee must report for that order.

(p) Open-Berth Hiring. Notwithstanding the provisions of Article XVII, Section 1, when all of a direct Employer's Regular List Employees at an open berth have been exhausted, the direct Employer shall have the right to fill its needs from its regular lists from other piers within the section where the open berth is located before hiring employees on a PDO basis.

(q) Special Hiring Sequence for ILA Local 1588 Longshore Workers in Section 14. The “Basic Seniority Principles Governing Deep Sea Practices Within Section 14” are appended to this Agreement as Annex D. Annex D shall apply only to the hiring of ILA Local 1588 longshore workers for work within Section 14 and shall not apply to the hiring of clerks, checkers, timekeepers, or maintenance workers, nor shall Annex D apply when ILA Local 1588 longshore workers are hired for work outside of Section 14 or when longshore workers who are not members of ILA Local 1588 are hired for work within Section 14.

(r) Absentee Procedures (Longshore Craft). The May 2015 NYSA-ILA Policy on Absenteeism (Longshore Craft) as amended by the addendum agreed to by the NYSA and the ILA during the negotiations culminating in this Agreement shall be strictly applied to any worker who fails to report to work as ordered or who fails to remain at work for the duration of the worker’s assignment, whether as a member of a gang or on a list or as an individual. The May 2015 NYSA-ILA Policy on Absenteeism (Longshore Craft) and the addendum to be added to that policy as agreed to by the NYSA and the ILA during the negotiations culminating in this Agreement are both appended to this Agreement as Annex E.

Section 2. Hiring of Clerks, Checkers and Timekeepers.

(a) Telephonic Hiring System (“THS”). Work for clerks, checkers, and timekeepers is assigned through the THS based on Prior Day Ordering (“PDO”). The THS is available Monday to Friday from 7:00 A.M. to 8:00 P.M., on Saturdays from 7:00 A.M. to 8:00 P.M., and on Sundays and paid holidays from 7:00 A.M. to 8:00 A.M., except as may be otherwise provided. Ordering for a paid holiday through the next regular work day shall take place on the eve of the holiday.

Direct Employers hire on a PDO basis the Employers' Regular List Employees between 6:00 A.M. and 2:30 P.M. each day, Monday through Saturday.

(b) Weekend Hiring.

- (i) Clerks, checkers and timekeepers shall be ordered for work six days a week from Monday to Saturday. Hiring on Friday shall be for work to be performed on Saturday, and hiring on Saturday shall be for work to be performed on Sunday and Monday. The agreed-upon procedures for weekend hiring are set forth in an NYSA-ILA Contract Board Notice that is attached as Annex I - Part 1 to this Agreement. The NYSA-ILA Contract Board shall consider implementing hiring on Sunday for work to be performed on Monday. However, hiring for Tuesdays following these five holidays: Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Labor Day, and Columbus Day (hereinafter "Five Fixed Monday Holidays"), shall take place on Sunday, and for all other Tuesdays following a Monday holiday, ordering will occur on Saturday. The procedures for Sunday hiring for work on Tuesdays following the Five Fixed Monday Holidays are set forth in the NYSA-ILA Contract Board Notice that is attached to this Agreement as Annex I – Part 2.
- (ii) Staff employees (other than staff employees in the maintenance craft) who are required to be present on a weekend day in order to implement next day hiring (Saturday for Sunday and Monday or Sunday for Monday and Tuesday) and who are not otherwise compensated for that weekend day either through including

that day as part of the calculation of their annual salary or through being hired on that day for another operation at the terminal shall be entitled to be paid for eight overtime hours and one meal hour. Compensation for mechanics required to be present on a weekend day in order to implement next day hiring shall be negotiated by the mechanic's local union directly with their Employers.

(c) Telephone Calls for Orders. Every employee is required to call the THS on each weekday between 4:00 P.M. and 8:00 P.M. for orders for that night or for the next day. Every employee is required to call the THS on Fridays between 4:00 P.M. and 8:00 P.M. for Friday evening and Saturday orders. Every employee must call the THS on Saturdays between 4:00 P.M. and 8:00 P.M. for Saturday evening, Sunday, and Monday orders as well as to make themselves available for Monday 8:00 A.M. hiring. The procedures for telephone calls for orders on weekends when there is Sunday hiring for work on Tuesdays following the Five Fixed Monday Holidays are set forth in Annex I – Part 2 to this Agreement. All calls will be recorded. The dispatchers will identify themselves by their code numbers, and the employee calling must present the employee's Waterfront Commission number and the telephone number at which the employee can be reached the next morning between 8:00 A.M. and 9:30 A.M. on Monday to Friday.

- (i) If an employee receives no orders for the next day, the call-in will itself cause the system to automatically classify the employee as "available" for 8:00 A.M., 10:00 A.M., or 1:00 P.M. work which might arise the next weekday, except that no call-in credit for Monday will be given for the Friday-night call-in. Call-in credit for Monday will be given only for the Saturday-night call-in. If Monday

is a paid holiday, the call-in credit for Tuesday will be given for the Saturday-night call-in.

- (ii) If an employee fails to call for orders, the system will automatically treat the employee as unavailable for an 8:00 A.M. work assignment arising the next day; or in the case of a failure to call in on a Saturday night, the system will automatically treat the employee as unavailable for an 8:00 A.M. work assignment arising on Monday; and if Monday is a paid holiday, then the employee will be treated as unavailable for an 8:00 A.M. work assignment arising on Tuesday.

(d) Cancellations. A direct Employer on any day from Monday to Saturday between 8:00 A.M. and 2:30 P.M. can cancel same-day orders for 7:00 P.M. and 11:00 P.M. starts and any orders for future days.

(e) Availability for Work. If an employee has no order for work, the employee will be made available for work on the next day via the nightly call-in, Monday to Friday and Saturday. Any employee without orders who remains available in the system must be near the employee's contact telephone the next morning from 8:00 A.M. to 9:30 A.M., Monday to Saturday, except on paid holidays for assignment as a fill-in for someone who fails to appear. All persons hired in the morning as fill-ins must be available for work and will be given a reasonable period of time to arrive at the work sites. If no orders are received on a Saturday call-in, the employee need not be near the employee's contact phone on Sunday or on a Monday holiday. If Monday is not a holiday, the employee must be by the employee's contact phone on Monday.

(f) Volunteering for Work Assignments. Checkers and clerks may call the THS to volunteer for work as follows:

- (i) For work on weekends (both Saturday and Sunday), the employee must call the dispatcher at the THS between the hours of 9:00 A.M. and 12:00 noon on Fridays;
- (ii) For work on a paid holiday (other than a Monday holiday), the employee must call the dispatcher at the THS between the hours of 9:00 A.M. and 12:00 noon on the day before the holiday, and
- (iii) The procedures for volunteering on weekends when there is Sunday hiring for Tuesdays following the Five Fixed Monday Holidays are set forth in Annex I – Part 2 to this Agreement.

(g) Removal From System.

- (i) An employee is required to be available for work seven (7) days a week. However, an employee in a Regular List Position can be removed from the hiring system at the employee's request by obtaining the consent of the direct Employer with which the employee has a list position, if the direct Employer has sufficient workers with the necessary skills to meet its needs for the period of that employee's unavailability. An employee who does not have a list position can be removed from the hiring system by obtaining the consent of the NYSA-ILA GAI Fund if there are sufficient workers with necessary skills to meet the needs of the Port for the period of the employee's unavailability.

- (ii) On Saturday between 9:00 A.M. and 12:00 noon, checkers may contact their primary employer to be made unavailable if they previously made themselves available during the Friday volunteer period. Checkers can only make themselves unavailable and cannot make themselves available during this time. The hiring agents for the respective employers will update their status.
- (iii) On weekends when there is Sunday hiring for work on Tuesdays following the Five Fixed Monday Holidays checkers may contact their primary employer on Sunday between 9:00 A.M. and 12:00 noon to be made unavailable for Monday if they previously made themselves available during the Friday volunteer period. Checkers can only make themselves unavailable and cannot make themselves available during this time. The hiring agents for the respective employers will update their status.

(h) Criteria for Selection. Two criteria control the selection process: seniority and skills.

When additional checkers other than Regular List Employees are needed as extras, they shall be chosen on a portwide basis from available extra employees on the basis of their alpha-seniority classification. The other criteria which may influence an Employer's selection are skills, flexibility and productivity. An Employer has a right to assign work to those who have experience working on the Employer's computerized terminal operating system and is thus more skilled and productive, meaning that a less senior worker may be selected because the less senior employee is better qualified and more proficient in operating the Employer's terminal operating system. The Employer must document that fact, inform the employee of the factual basis for that determination, and afford

reasonable additional training to increase productivity. If the employee's productivity does not improve, the Employer has the right to select a more proficient checker with less seniority.

(i) Completion of Assignment. If an employee begins a work assignment, the employee must complete that assignment except in the following instances:

- (i) If an employee works past midnight on a ship, the employee need not report for an 8:00 A.M. order the next day, unless the employee volunteered for the past-midnight work assignment or failed to advise the Employer with which the employee has a list position that the employee is working past midnight and should be taken out of the system. An employee who works past midnight on a ship must resume work on the same ship at 8:00 A.M. after a break, unless the employee notified the Employer in a timely fashion of the employee's intent not to work, so that a replacement could be found in time. Notwithstanding the foregoing, if a checker holding a list position with an Employer (not a PDO employee) works past midnight on a weekday, the list position checker shall not be marked absent if the list position checker does not return to work at 8:00 A.M. and shall be able to work at 7:00 P.M. or 11:00 P.M.
- (ii) An employee who starts a ship at 7:00 A.M. or 8:00 A.M. can ask for a replacement at 5:00 P.M. If, however, the replacement fails to appear at 5:00 P.M., the employee working the ship must remain on that job until the replacement actually appears or the job is otherwise finished. The same rule for replacements applies to 10:00 A.M., 1:00 P.M, 3:00 P.M., and 7:00 P.M.

starting times, but replacements are not permitted for an 11:00 P.M. starting time. Any employee accepting 11:00 P.M. orders must appear and complete the assignment.

Section 3. Hiring of Maintenance Employees.

(a) Regular Maintenance Employees. Maintenance employees employed by one Employer shall receive their orders through channels to be established between the Employer and the employee. No maintenance employee shall be shaped at the place of employment.

(b) Extra Maintenance Employees. For work from Monday to Friday inclusive between the hours of 8:00 A.M. and 5:00 P.M., maintenance employees shall receive their orders between 7:30 A.M. and 8:00 A.M. Maintenance employees ordered for night work Monday to Friday inclusive:

- (i) for a 5:00 P.M. or later start shall be given their orders not later than 3:00 P.M. of the day to be worked;
- (ii) for work on Saturday for an 8:00 A.M. or 1:00 P.M. start shall receive their orders not later than 3:00 P.M. Friday;
- (iii) for night work on Saturday or work on Sunday shall receive their orders through established channels;
- (iv) for work on paid holidays shall receive their orders by 4:00 P.M. of the previous day, except when a holiday falls on Monday, in which event they shall receive their orders through established channels;
- (v) the Employer shall have free choice of the maintenance employees to be employed;

- (vi) maintenance employees who are working on the premises on the previous day shall receive their orders before knocking off; and
- (vii) in the event that maintenance employees fail to report at the hour they are ordered for work, the employer may hire sufficient other maintenance employees to replace those who fail to appear.

ARTICLE XVIII

PRODUCTIVITY IMPROVEMENT PROCESS

Section 1. Overview.

(a) Each Marine Terminal Operator (MTO) and the ILA shall mutually establish baseline productivity and individual gang goals.

(b) All parties concerned have an initial three-month period to adapt to the agreed upon Productivity Improvement Process in pursuit of agreed-upon improvement goals.

(c) The Stevedore Foreman and the Marine Superintendent shall agree upon and sign off on the vessel productivity report.

(d) Gangs shall maintain records of each vessel's productivity, including specific details about problems encountered.

(e) Issues beyond the control of a gang that negatively impact its productivity will not be held against the gang.

(f) After the initial three months, gangs that do not meet the Minimum Improvement in Net Productivity Goal, which is defined as a net increase of 0.5 moves per hour on average over the prior three-month period, or have not met the Terminal Goal, will undergo Level 1 Review.

(g) If the Minimum Improvement in Net Productivity Goal is achieved for 90 days at any level, then the gang shall revert to its status prior to Level 1 and continue to work to achieve the Minimum Improvement in Net Productivity Goal for the next 90-day period.

(h) Any gang achieving the Terminal Goal or making agreed upon progress toward its goals or taking appropriate action as agreed by the ILA local and MTO shall not be subject to Level 3 discipline.

(i) A key aspect of the Productivity Improvement Process is the cohesiveness of the gang unit, including the core drivers associated with the gang, working towards the Terminal Goal. Core drivers will be associated with each gang except in sections where prohibited or based on historical seniority practices.

(j) In the event that goals are not met due to chronic on-going terminal issues, the Productivity Improvement Process shall not be enforced until the identified issues are resolved.

Section 2. Establishing Baseline Productivity & Goals.

(a) The process and information used to calculate productivity shall be shared between the MTO and the corresponding ILA locals so that they can agree on all the components which need to be considered in establishing the initial productivity baseline.

(b) Effective October 1, 2018, each MTO will establish a Terminal Baseline Productivity, which will be an average of the last 12 months prior to the contract year. This will be done only after review and approval by the MTO and the ILA.

(c) One move per hour will be added to the Terminal Baseline Productivity to create the Terminal Goal to be reached by October 1, 2019. This will be done only after review and approval by the MTO and the ILA.

(d) One move per hour will also be added to the Terminal Goal each subsequent October 1 during the term of this Agreement. This will be done only after review and approval by the MTO and the ILA.

Section 3. Establishing Gang Goals.

(a) The MTO and the ILA will review and establish individual gang performance goals at time of implementation using 12 months prior to contract year.

(b) Any gang that is achieving the Terminal Goal will not be subject to review.

(c) Each gang that has not achieved the Terminal Goal for that year will have up to 3 months or 90 days to achieve the Minimum Improvement in Net Productivity Goal.

(d) Gangs who do not achieve the Minimum Improvement in Net Productivity Goal (or have not met the Terminal Goal) will undergo Level 1 Review.

Section 4. Review Process.

(a) **Level 1 Review.** The gang in question that is now in Level 1 Review will meet with the MTO and the appropriate ILA local to discuss productivity and its pursuit of the required Minimum Improvement in Net Productivity Goal. Level 1 is a three-month review period.

- (i) Level 1 Review will be the first step in the Productivity Improvement Process. The gang in question shall meet with the MTO and the ILA to discuss productivity.
- (ii) While on Level 1 Review, the hatch boss will be expected to reach goals and/or take measurable steps to improve gang performance and achieve the Minimum Improvement in Net Productivity Goal.

- (iii) Also, while on Level 1 Review, the hatch boss will have weekly review meetings and once per month evaluations of the gang's progress with the MTO and the ILA.
- (iv) If after 3 months on Level 1 Review, the Terminal Goal or the Minimum Improvement in Net Productivity Goal is not achieved, the gang will undergo Level 2 Review.

(b) Level 2 Review. Once placed on Level 2 Review, the gang in question will have its productivity monitored on a monthly basis for a maximum of 3 months. Any appropriate training needs will be identified and provided as necessary.

- (i) While on Level 2 Review, the hatch boss will be expected to achieve goals and/or have taken measurable steps to improve the gang's performance and reach the Minimum Improvement in Net Productivity Goal.
- (ii) Also, while on Level 2 Review, the hatch boss will have weekly review meetings and once per month evaluations of the gang's progress with the MTO and the ILA.
- (iii) After 3 months on Level 2 Review (which is in total 9 months after the process started) if the Terminal Goal or the Minimum Improvement in Net Productivity Goal is not achieved, the gang will be subject to Level 3 Review.

(c) Level 3 Review. Once placed on Level 3 Review, the MTO and the ILA will be allowed to discipline and/or remove or take a gang or gang member out of rotation. Any discipline must be levied and agreed to jointly by the appropriate ILA local and the corresponding management members of that MTO.

- (i) The ILA and the MTO will monitor the results of the action taken in Level 3 and jointly determine if progress is being made towards the Minimum Improvement in Net Productivity Goal or if additional measures need to be taken.

Section 5. Oversight Committee.

(a) The Oversight Committee shall consist of representatives of the affected MTO, the NYSA, and the ILA.

(b) Any disagreement in the proper approach to address the productivity shortfalls shall be referred to the Oversight Committee to determine proper actions. Such committee shall meet within 10 days of identifying disagreement in the proper approach.

(c) During Level 3 Review, any actions of the Oversight Committee that are in dispute and not resolved can ultimately be referred to the NYSA-ILA Contract Board on an expedited basis.

(d) At a minimum, the Oversight Committee will meet two times per year after the NYSA-ILA Contract Board meeting in addition to Oversight Committee meetings needed to resolve disagreements concerning Level 3 Review disciplinary actions.

ARTICLE XIX

STAFF POSITIONS AND COMPENSATION

Section 1. Work Schedule.

The Employer shall assign a work schedule to every Staff Employee. This work schedule shall require the staff employee to be physically present at the terminal a minimum of (40) hours per week, excluding holiday weeks. Staff Employees not physically present at work when required shall be subject to docking of pay and suspensions for repeated offenses.

Section 2. Job Description.

The Employer shall set forth in a written job description the work or services required to be performed by every Staff Employee as mutually agreed upon by the local union and the Employer. Such job description shall be countersigned by the Employer, the local union, and the Staff Employee. The job description shall contain a disclaimer, stating that the local union's signature does not impose any obligation upon the local union to enforce the Staff Employee's compliance with the job description. Every Staff Employee shall attend all scheduled safety meetings, accident-review meetings, and production meetings between labor and management if requested by the Employer to do so.

Section 3. On-Call Status.

A Staff Employee when not physically present on the terminal shall comply with the following terms and conditions:

(a) provide the Employer with the home and cell phone numbers at which the Staff Employee can be reached at any time; and

(b) report to the terminal within a period of time that is reasonably practicable upon being informed of any issue that in the Employer's discretion requires the Staff Employee to be present at the terminal.

Section 4. Compensation.

A Staff Employee shall be compensated as follows:

(a) Exempt Staff Employees (not covered by the overtime requirements of the Federal Fair Labor Standards Act (FLSA)):

- (i) Effective October 1, 2018, every exempt Staff Employee shall be placed on a weekly salary, which shall be equivalent to the level of compensation the Staff Employee received in the contract year ending September 30, 2018. The Staff Employee's Employer shall contribute on the employee's behalf to the NYSA-ILA Money Purchase Pension Plan for each week in which the employee is reported on the payroll a weekly amount of contributions based upon the average weekly number of hours for which contributions were paid on the employee's behalf for the contract year ending September 30, 2018.
- (ii) An individual who becomes an exempt Staff Employee after October 1, 2018, shall receive a salary and a number of hours for NYSA-ILA Money Purchase Pension Plan contributions in an amount to be negotiated by the Employer and the local union within a range between a 0% and 25% reduction from the predecessor's salary and number of hours for NYSA-ILA Money Purchase Pension Plan contributions. Individuals involved in the cascading of replacements shall also be subject to a similar review and adjustment. Deadlocks shall be referred to a panel arbitrator selected in accordance with Section 6 of Article XXVIII of this Agreement for a final and binding determination of the appropriate salary within the salary ranges set forth in this subsection 4(a)(ii). The arbitrator's decision shall not be subject to judicial review.
- (iii) A Staff Employee is employed in a bona fide exempt executive capacity under

the FLSA if the Staff Employee's primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; customarily and regularly directs the work of two or more other employees; and has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees are given particular weight by the Employer.

(b) Non-Exempt Staff Employees (covered by the overtime requirements of the FLSA):

For every non-exempt Staff Employee, each Employer shall negotiate with the local union to determine an appropriate non-salaried, hourly-based compensation package that the Staff Employee shall receive. Contributions to the NYSA-ILA Money Purchase Pension Plan shall be paid based upon the number of hours set forth in the compensation package.

ARTICLE XX

TRAINING

Section 1. Training and Certification.

Prior to January 1, 2019, the parties shall form a joint NYSA-ILA Training and Certifications Committee to review existing industry training and certifications programs and prepare a report setting forth the Committee's recommendations to the parties.

Section 2. Mandatory Training.

All employees shall train as directed according to the needs of the industry.

Section 3. Training Within Section 14.

The “Basic Seniority Principles Governing Deep Sea Practices Within Section 14” are appended to this Agreement as Annex D and apply to training of members of ILA Local 1588 at piers and marine terminals within Section 14.

ARTICLE XXI
INCOME GUARANTEE

Section 1. Control of GAI Costs.

The NYSA-ILA Contract Board shall be responsible for managing the GAI program strictly and effectively in accordance with its terms and for making every effort to maintain the present rate of assessment attributable to the costs of the GAI program and eventually to reduce it. The Contract Board shall have full authority to promulgate such GAI rule changes as shall control GAI costs. The GAI Agreement and Declaration of Trust and Plan shall be amended to continue to protect its tax-exempt status and exemption from the FICA and FUTA requirements of the Internal Revenue Code.

Section 2. Filling Vacancies.

The Contract Board shall maintain the seniority lists for all waterfront terminals. All GAI-eligible employees shall be drafted to fill any and all vacancies existing in the Port. Such drafts of GAI-eligible employees shall be held on a regular basis. Employers shall submit schedules of list vacancies to be filled to each area subcommittee, which shall promptly fill the vacancies from GAI-eligible employees first in the area, then in the zone, and, finally, on a portwide basis. In the event the area subcommittee for any reason fails to fill all vacancies (in accordance with such procedures

as have been determined by the Contract Board), the Contract Board, upon notice from either party, shall fill the remaining vacancies promptly. In the event that there are any remaining vacancies after review by the Contract Board and there are eligible GAI employees anywhere in the Port who are not assigned to lists, the Employers may seek immediate arbitration in accordance with this Agreement with respect to the assignment of those employees.

Section 3. GAI Payments.

Payments of GAI shall be made on an annual basis within a reasonable time after the end of the contract year. However, at the end of each of the first three quarters of the contract year, each qualified employee shall be paid up to 75% of so much of the amount of the guarantee cumulatively due the employee as of the end of such quarter. Final settlement will be made within a reasonable time after the end of the last quarter. Advances of the amount cumulatively due will be made every two (2) weeks (except for the last period in a quarter which shall be in advance for a three (3) week period). Accountings shall be made every quarter, but in no event shall any employee who receives payments from wages, vacation, holiday, GAI, unemployment or Workers' Compensation for 1,900 hours or more multiplied by the applicable basic straight time hourly wage rate in any contract year receive any additional GAI payments. This guarantee is subject to the procedures regulating hiring and GAI set forth in this Agreement and in the Agreement and Declaration of Trust and Plan of the NYSA-ILA GAI Fund and in the GAI Fund's Summary Plan Description. GAI payments shall be included in determining eligibility for vacation, holiday, pension, and welfare benefits.

Section 4. Ineligibility for GAI.

Employees who are ineligible for GAI as of September 30, 2018 shall continue to be

ineligible for at least a full twelve (12) month period from the date of their ineligibility. Any such ineligible employee shall be available only for assignment at the morning hiring or for PDO assignment on a portwide basis after all GAI recipients have been hired.

ARTICLE XXII

DRUG AND ALCOHOL ABUSE PROGRAM

Section 1. Advisory Task Force.

In accordance with Article VI of the Master Contract, the NYSA and the ILA have adopted a drug and alcohol abuse program. Prior to January 1, 2019, the parties shall empanel an Advisory Task Force, consisting of representatives of the NYSA and the ILA, who shall have the authority to retain expert consultants, to engage in a comprehensive review and revision of the NYSA-ILA Port of New York and New Jersey Plan for Implementation of the Master Contract Drug and Alcohol Abuse Program, as last amended and restated in December 2007, which is appended to this Agreement as Annex F.

Section 2. Random Testing.

The NYSA-ILA Drug and Alcohol Abuse Program will be amended to include a component for random drug and alcohol testing. This random testing, which is an integral part of this Agreement, will cease if the workforce is subjected to additional testing by private or governmental agencies that are not parties to this Agreement. Any testing of the workforce by an outside private or governmental agency shall be considered interference with this Agreement, and the NYSA and the ILA will jointly take appropriate legal action to restrain any such interference.

ARTICLE XXIII

SAFETY

Section 1. Personal Protective Equipment.

When rubber boots are required for handling wet cargo or explosives or leather handpads or gloves are required for handling barbed wire, they shall be provided by the Employer.

Section 2. Replacing Hatch Covers.

Gangs shall be knocked off at a reasonable time but not less than ten (10) minutes before quitting time to replace hatch covers. Under no circumstances shall employees leave a ship or fail to return if ordered back without replacing hatch covers, and the Employer may discipline any employee guilty of a violation of this rule as the Employer sees fit or as circumstances may require.

Section 3. Raingear.

Suitable shelter or raingear shall be provided for employees working on decks in bad weather. Other employees exposed to the elements shall be provided with suitable shelter or raingear in bad weather.

Section 4. Amenities.

The Employers shall supply proper drinking water on the pier, first aid equipment, and adequate and clean toilet facilities. Where maintenance employees are employed steadily at a fixed place of work, facilities for safeguarding of their tools are to be made available.

Section 5. Refrigerated Cargo.

When refrigerated cargo is to be worked, the employees shall be notified of that fact the previous day so that they may wear suitable clothing.

Section 6. Hazardous Materials.

Only hazardous materials that are properly packed and in proper shipping condition are to be accepted or loaded on board ship. If any question arises regarding the condition of this type of cargo, the matter shall be left to the proper governmental authority whose decision shall be final.

Section 7. Maintenance Work in the Hold.

When maintenance work covered by this Agreement is to be performed in the hold of a ship, at least two maintenance employees shall be employed, unless longshoremen are working at the same time in the same compartment in the hold.

Section 8. NYSA-ILA Joint Safety Committee.

(a) **Formation.** The parties have established the NYSA-ILA Joint Safety Committee consisting of an equal number of representatives of both parties to function for the duration of this Agreement. The NYSA-ILA Joint Safety Committee shall meet regularly but not less frequently than bi-monthly.

(b) **Safety Code.** Prior to January 1, 2019, the Joint Safety Committee shall engage in a comprehensive review and update of the industry's safety code. The parties authorize the Joint Safety Committee to utilize the services of qualified safety experts to assist the Committee in this endeavor.

(c) **Safety Manual.** The Joint Safety Committee shall prepare a safety manual applicable to ship, pier, and terminal operations for the guidance of all concerned. The Joint Safety Committee shall promote and supervise a regular, continuing educational campaign of safety consciousness, which shall be addressed both to supervisory personnel and to employees covered by this Agreement.

(d) Qualified Experts. The Joint Safety Committee shall utilize the services of qualified safety experts in order to put into operation and further its safety program.

(e) Safety Grievances. The Joint Safety Committee shall establish machinery under which potential hazards or unsafe practices can be settled immediately at the pier level and under which differences as to alleged potential hazards or unsafe practices can be settled immediately at the pier level among union representatives, including the Shop Steward, management supervisors, and NYSA representatives. Should no such settlement be reached, the matter shall be referred to the Joint Safety Committee for decision, and the Committee shall be empowered to engage such technical assistance as it deems necessary to assist it in reaching a decision. The cost of such technical assistance shall be borne equally by the parties. If the members of the Joint Safety Committee cannot agree, or if either the Union or the Employer refuses to accept the decision of the Committee on any dispute referred to it, the matter shall be referred to the Contract Board for hearing and final determination. The Contract Board shall be empowered to engage such technical assistance as it deems necessary to assist it in reaching a decision. The cost of such technical assistance shall be borne equally by the parties.

(f) Incident/Injury Repeaters Program. The Joint Safety Committee shall institute an incident/injury repeaters program and a medical qualification program determining capability to perform work through medical examinations for such persons as well as for all operators of machinery and equipment. The Committee shall establish the policy to apply to all persons who do not have the capability to perform the work.

(g) Safety Violation Program. The NYSA-ILA Joint Safety Violations Program shall be made part of this Agreement. This program is annexed hereto as Annex G.

ARTICLE XXIV

PROHIBITED CONDUCT

Section 1. Alcohol and Drugs.

Employees are prohibited from bringing beer or other intoxicating beverages or illegal drugs onto the pier or marine terminal facility. In the event of a violation of this provision, the employee shall be disciplined in accordance with the terms of the NYSA-ILA Port of New York and New Jersey Plan for Implementation of the Master Contract Drug and Alcohol Abuse Program (Annex F).

Section 2. Smoking.

There shall be no smoking in the cargo spaces of the ship or on decks, near open hatches, or on the pier or marine terminal facility (except in designated smoking areas). For a violation of this provision, the guilty person shall be discharged and given no further employment by the Employer. The Union recognizes the danger of this offense and shall cooperate in every way to eliminate it.

Section 3. Presence on the Pier.

No employee is allowed to leave the pier during working hours without the express permission of the Foreman Stevedore in charge.

Section 4. Incompetency, Shirking of Work, and Theft.

Incompetency, shirking of work, and pilfering and broaching of cargo are prohibited. Any employee found guilty of these offenses shall be dealt with as the Employer sees fit or as the circumstances may require. If any employee is convicted of theft in the course of employment, the employee shall be discharged from any further employment in the industry.

Section 5. Discipline.

Whenever an employee is discharged by an Employer for violating any provision of this Agreement, the employee shall be suspended from all further employment in the industry. Such an employee shall have the right to grieve the matter under the Grievance Procedure. At any time within three (3) months after such suspension, the employee may apply to the Labor Relations Committee for reinstatement to industry employment with other employers. The Labor Relations Committee shall have the power to reinstate the employee after the employee has been suspended for six (6) months on such terms as it considers proper or it may continue the suspension for an additional period or deny the application.

ARTICLE XXV

ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY

The NYSA and the ILA have adopted a joint anti-discrimination and anti-harassment policy for employees covered by this Agreement. This policy against discrimination, harassment, and retaliation, which is entitled “Respect and Dignity in the Maritime Industry Workplace,” is appended to this Agreement as Annex H.

ARTICLE XXVI

MANAGEMENT RIGHTS

Section 1. Management Rights.

Every Employer covered by this Agreement retains its right to manage its operations in the manner it deems desirable.

Section 2. Change of Operation.

In the event of a major change in operation, however, the Employer will, where possible, give the Union advance information as to the nature of the change. Should, however, objection to such change be made by the Union, the work shall continue pending disposition of the matter under the Grievance Procedure of this Agreement. In the event the change in operation involves the introduction of new technology, then the new technology provisions of the Master Contract shall control.

ARTICLE XXVII

PROHIBITION OF LOCKOUTS, STRIKES, AND WORK STOPPAGES

During the term of this Agreement there shall be no lockouts by the Employers, but this shall not be construed to mean a layoff of employees due to business conditions. The Union agrees that there shall be no strikes or work stoppages by the employees. The right of employees not to cross a bona fide picket line is recognized by the Employers.

ARTICLE XXVIII

GRIEVANCE AND ARBITRATION

Section 1. Scope.

Any grievance, dispute, complaint, or claim arising out of or relating to this Agreement shall be handled and disposed of in the manner hereinafter provided in this Article, and all of the parties hereto shall be bound by any decisions made in accordance therewith. A grievance under this Agreement must be brought within one hundred eighty (180) days of the date the grievance first arises.

Section 2. THE FIRST STEP - Supervisor/Shop Steward.

When a grievance or dispute occurs, either the management representative (stevedore foreman, pier superintendent, or appropriate designee of the Employer) or the Union shop steward shall immediately call the problem to the attention of the other party. Work shall continue in the interim. Each party shall use good judgment and make every effort to arrive at a settlement consistent with this Agreement.

Section 3. THE SECOND STEP - Labor Adjusters.

(a) Should there fail to be settlement at the first step, it shall be the obligation of both parties to call immediately for an ILA delegate, the ILA Labor Adjuster, and the NYSA Labor Adjuster to come at once to the pier where the dispute took place. The NYSA and the ILA shall each name a paid, full-time labor adjuster for the purpose of settling disputes promptly at pier level.

(b) Should there be a resolution at pier level, the resolution reached shall be reported to the Labor Relations Committee ("LRC") (referred to in the Third Step) for its information. All resolutions at this second step as to rates of pay on dirty cargo shall be final and binding and not subject to review but shall be reported to the LRC. An aggrieved party may appeal any other resolution by the Labor Adjusters. In the event the grievance or dispute relates to the interpretation or application of any provision of this Agreement, the resolution reached shall be subject to review and revision by the LRC to assure its conformance with the provisions of this Agreement. Such review shall not include a reconsideration of the facts as established in connection with the resolution reached. In the event the LRC determines that the resolution reached relates to the interpretation or application of a provision of this Agreement, it may either affirm or revise the

resolution reached or either party may submit the matter to arbitration. An appeal from a determination of the NYSA-ILA Labor Adjusters must be brought within ninety (90) days from the date of the Labor Adjusters' Report. The party appealing a determination of the Labor Adjusters may appear before the LRC concerning the appeal, with or without legal counsel or a duly authorized representative, provided the right to appear is requested in writing at the time the appeal is filed.

(c) Where resolution cannot be reached at pier level and where in the opinion of the ILA delegate and the two Labor Adjusters the disagreement is of such a nature as to seriously impair good relations, either side may ask for immediate arbitration with only the concurrence of the Chairman of that side of the LRC. Should arbitration not be required but the matter is one that may be resolved by further discussions but cannot be agreed upon by the ILA delegate and the two Labor Adjusters, such matter shall be referred to the LRC.

Section 4. THE THIRD STEP – LRC.

(a) There shall be established a joint NYSA-ILA Labor Relations Committee consisting of representatives of the Employers and representatives of the Union. The LRC shall meet periodically on a stated day and at a stated time and shall be in general charge of the Grievance Procedure and the day-to-day relations between the ILA and the NYSA. The LRC shall not only discuss and dispose of all disputes referred to it on the basis of merit but also shall have the power and authority to refer any and all matters under disagreement to the Contract Board in the event of final disagreement and upon motion of either side.

(b) Failure of the other side to attend an LRC meeting shall not prevent the meeting from

proceeding. However, following prior-day electronic, telephonic, facsimile, or telegraphic notice, any actions taken by the side in attendance shall be deemed to have been voted against by the absent party, resulting in a deadlock.

(c) The LRC shall have the authority to review generally the relations between the parties and to make suggestions and recommendations for bettering such relations. The LRC shall also have the authority to recommend changes for the next contract opening which are in the interest of clarity, better operations, and production. The LRC shall also use its best efforts, wherever possible, to prevent disputes from arising and shall exert every effort toward fair, equitable, and reasonable relations.

Section 5. THE FOURTH STEP - NYSA-ILA Contract Board.

(a) Deadlocked votes of the LRC or of any joint labor-management committee shall be submitted to the NYSA-ILA Contract Board for resolution. An appeal from a determination of the LRC which was required to resolve a deadlock of the Labor Adjusters must be brought within thirty (30) days of the date of the notice that that Committee had deadlocked. In the absence of a deadlocked vote of the LRC, the determination of that Committee shall be final and binding, shall constitute an enforceable arbitration award, and no further appeal shall be permitted.

(b) Decisions by the Contract Board are final and binding and shall constitute enforceable arbitration awards. No further reconsideration of a determination by the Contract Board shall be permitted in the absence of new and substantial evidence requiring further consideration. Such new and substantial evidence must be submitted to the Board in writing at the time of the request for reconsideration. The Board in its sole discretion shall determine if a personal appearance is

necessary, if it determines that new and substantial evidence has been submitted. In the event of a deadlock of the Contract Board, the matter shall be submitted to arbitration.

Section 6. THE FIFTH STEP – Arbitration.

(a) The parties shall agree on five (5) arbitrators to serve as a panel of arbitrators to hear and determine disputes. The panel shall be immediately available to the parties upon electronic, telephonic, facsimile, or telegraphic request whenever immediate arbitration is requested by either party. The parties shall agree upon the five (5) arbitrators within thirty (30) days after execution of this Agreement, and in the event they are unable to agree upon such selection, the arbitrators shall be designated under the rules of the American Arbitration Association within thirty (30) days thereafter. Pending the designation of the panel either by the parties or pursuant to the rules of the American Arbitration Association, the arbitrators under the prior contract shall continue to constitute the panel.

(b) Either party may with respect to any grievance, dispute, complaint, or claim arising out of or relating to this Agreement at any point waive any and all preliminary steps of the Grievance Procedure and submit the matter to arbitration (“expedited arbitration”) at any time after a matter has been considered by the NYSA-ILA Contract Board. Such request shall be made in writing by the President of the ILA or the President of the NYSA, or their designees. Such writing may be by e-mail, telegram, facsimile, or a letter hand-delivered to the office of the other party. Electronic, telephonic, facsimile, or telegraphic notice shall be given at the same time to a member of the panel who shall immediately thereafter (and not later than twenty-four (24) hours after receipt of such notice) convene an arbitration hearing at such place as the arbitrator shall determine, including the workplace where the dispute arose.

(c) In the event any party fails to appear at any arbitration, including an expedited arbitration hearing, the party failing to appear shall be deemed to have waived its right to contest its non-participation, and the arbitrator shall proceed forthwith to determine the issue.

(d) In an expedited arbitration the arbitrator shall issue a short-form award at the end of the hearing, unless the time to render an award is extended by mutual consent. The arbitrator shall have the right to issue a more detailed decision within thirty (30) days after the rendition of such short-form award, setting forth the reasons for the award. As to all other arbitrations, the arbitrator shall issue the award as expeditiously as possible. If an award is not rendered within thirty (30) days (unless both parties agree to extend such time period), either party shall have the right to terminate the services of that arbitrator, who shall be replaced in accordance with the procedures set forth herein. If the arbitrator is physically or mentally unable to perform the duties of an arbitrator and is thereby prevented from rendering a decision within thirty (30) days or, if the arbitrator fails to render a decision within thirty (30) days, the parties shall refer the record and briefs to the next arbitrator for decision, unless either party objects to such procedure, in which event a new and expedited hearing shall be held.

Section 7. Powers of the Arbitrator.

The arbitrator shall be called upon only as heretofore provided. The arbitrator shall adjudicate all matters presented at arbitration on the basis of fact and customs and practices in effect but shall at no time consider bona fide a custom or practice which is instituted through a job action, strike, or other unilateral action after the execution of this Agreement or which is in conflict with this Agreement. The parties shall bear equally the expenses of the arbitration procedure and of all other agreed-upon expenses incurred in connection with the arbitration.

Section 8. Interpretation of the Agreement.

No carrier, marine terminal operator, contracting stevedore, or maintenance contractor and no official, district, council, or local union of the International Longshoremen's Association shall make any change in this Agreement nor render any interpretation of any provision thereof which shall be binding on any of the parties hereto. A difference of opinion regarding the meaning of any provision of this Agreement which cannot be adjusted amicably between the parties shall be dealt with in accordance with the Grievance Procedure set forth in this Article.

Section 9. Customs and Practices.

Existing customs or practices shall continue in effect except where they are contrary to specific provisions of this Agreement or where the working conditions and circumstances out of which the customs or practices arose are changed or eliminated

Section 10. Master Contract Grievances.

Grievances arising under the Master Contract shall be handled in accordance with the provisions of Article XIV of the Master Contract.

**ARTICLE XXIX
ACT OF GOD CLAUSE**

Providing that there is adequate notification to the employees by telephone, electronic messages, text messages through the hiring system when available, or website postings (minimum of two (2) hours prior to start time) on days when no vessel or cargo-handling operations can be conducted due to: (a) severe weather conditions which in the judgment of the Employers requires closure of the Port or (b) other catastrophic events (act of war, government mandated shutdown,

etc.) which result in the closure of the Port, no employee shall be entitled to pay unless that employee has been specifically ordered onto the worksite by the Employer to assist with cleanup or to participate in other activities, including snow removal, as directed or authorized by the Employer. If any of the events in (a) or (b) above occurs after the employee has commenced work, then the employee shall be entitled to receive whatever minimum guarantee (including that provided to 40-hour guarantee employees) the employee is entitled to pursuant to the terms of this Agreement.

ARTICLE XXX

PAID SICK LEAVE STATUTES AND ORDINANCES

Since paid time-off benefits provided to employees covered by this Agreement are comparable to those provided under every relevant municipal and state paid-sick-leave ordinance and statute in New Jersey and New York, the NYSA and the ILA agree to waive in their entirety the benefits and rights provided to employees covered by this Agreement by every paid-sick-leave ordinance and statute that is now in effect in New Jersey and New York, including the New Jersey Paid Sick Leave Act, N.J.S.A. §§ 34:11D-1 through 10; Newark Sick Leave For Private Employees Ordinance No.13-2010; Jersey City Earned Sick Leave Law, Jersey City Municipal Code Chapter 4; Paid Sick Leave For Workers in Elizabeth, N.J., Ordinance No. 4617; and N.Y. City Admin. Code, Title 20, Chapter 8, §§ 20-911–20-924, and that may later be enacted in New York and New Jersey during the term of this Agreement.

ARTICLE XXXI

TERM OF AGREEMENT

This Agreement together with all prior arbitration decisions and all prior determinations of

the various NYSA-ILA committees and boards, including the NYSA-ILA Labor Relations Committee and the NYSA-ILA Contract Board, that are not in conflict with the provisions of this Agreement shall be effective from October 1, 2018 through and including September 30, 2024.

ARTICLE XXXII

SIGNATORIES

Section 1. Execution of Agreement.

This Agreement has been executed by the ILA for and on behalf of itself and its affiliated local unions in the Port of New York and New Jersey and by the NYSA for and on behalf of its employer-members. Every contracting stevedore, marine terminal operator, carrier, maintenance contractor, and other person who directly or indirectly utilizes the services of any employees covered by this Agreement that is not a member of the NYSA shall by subscribing to this Agreement bind itself and its successors to each and every term and condition of this Agreement and of the Master Contract, including without limitation the payment of contributions and assessments required by the NYSA-ILA Assessment Agreement (Annex B) and the payment of royalties, tonnage assessments, and fringe benefits required to be paid by the terms of this Agreement and the Master Contract.

Section 2. Refusal to Work.

If any carrier does not subscribe to this Agreement, the ILA shall have the right not to work on the loading and discharging of such carrier's ships or any work ancillary thereto. If any employer of employees covered by this Agreement does not subscribe to this Agreement, the ILA shall have the right not to engage in any work for such employer at any facilities operated by such employer.

Section 3. Complete Agreement.

By their execution of this Agreement, incorporating the Master Contract and the Annexes appended hereto, the parties hereto agree that all outstanding issues between them relating to all crafts have been completely settled in accordance with the terms and provisions of this Agreement.

ARTICLE XXXIII

MISCELLANEOUS

Section 1. Headings.

The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 2. Gender Neutral Language.

While gender neutral language has generally been used herein to describe job functions, any masculine terms that may appear do not imply that the worker performing the job must be male. The terms merely reflect familiar industry usage.

Section 3. Severability.

Should any provision of this Agreement or any trust agreement created hereunder be voided or otherwise held to be unenforceable by a tribunal of any kind, then the NYSA and the ILA shall immediately meet for the purpose of substituting provisions designed to accomplish the same purposes. Any disagreement under this provision shall be arbitrable in accordance with this Agreement. Neither the parties' failure to reach an agreement on a substitute provision nor the voiding or unenforceability of any term or provision of this Agreement shall impair or affect any other term or provision of this Agreement.

Section 4. Ratification.

This Agreement settles all issues between the parties relating to all crafts and has been ratified by the members of the NYSA and by the members of the ILA and shall remain in full force and effect during the entire term of this Agreement from October 1, 2018, to and including September 30, 2024.

Section 5. Changes.

Changes to this Agreement, whether by additions, waivers, deletions, amendments, or modifications, must be mutually agreed upon in writing and either signed by both parties or incorporated into resolutions of the NYSA-ILA Contract Board that have been ratified by the Board of Directors of the NYSA and by the Executive Officers of the ILA in accordance with the provisions of Article X of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 25th day of August, 2018.

**NEW YORK SHIPPING
ASSOCIATION, INC**

**INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION**

By s/John J. Nardi
John J. Nardi, President

By s/Harold J. Daggett
Harold J. Daggett, President

64985

ANNEX A

MASTER CONTRACT

BETWEEN

**UNITED STATES MARITIME ALLIANCE, LTD.
(FOR AND ON BEHALF OF MANAGEMENT)**

AND

**INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO
(FOR AND ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATED DISTRICTS AND LOCALS
REPRESENTING LONGSHOREMEN, CLERKS, CHECKERS AND MAINTENANCE
EMPLOYEES WORKING ON SHIPS AND TERMINALS
IN PORTS ON THE EAST AND GULF COASTS OF THE UNITED STATES)**

**EFFECTIVE OCTOBER 1, 2018 FOR THE SIX-YEAR TERM
EXPIRING ON SEPTEMBER 30, 2024**



Table of Contents

Preamble 1

Article I. Scope of Agreement 1

Section 1. Management..... 1

Section 2. Recognition 2

Section 3. Complete Labor Agreement 2

Section 4. Local Bargaining..... 2

Article II. Wages 2

Section 1. Wage Increases 2

Section 2. New Employees 3

Section 3. Wage Progression Formula (“Formula”)..... 4

Article III. Hours of Work..... 6

Section 1. Working Days..... 6

Section 2. Nights, Weekends, and Holidays 6

Section 3. Meal Hours..... 6

Article IV. Local Fringe Benefit Contributions 7

Section 1. Contributions..... 7

Section 2. Money Purchase Plan..... 7

Section 3. Allocation of Contributions..... 8

Section 4. Limitation on Contributions..... 8

Article V. Utilization of Work Force 8

Section 1. New Employees 8

Section 2. Training 9

Section 3. Flex-Time..... 9

(a) Terminals 9

(b) Ship Operations 10

Section 4. Gang Size 10

(a) Longshore Gang 10

(b) Feeder Barge Gang 10

(c) Small Boat Gang..... 10

Table of Contents

| | |
|---|----|
| Section 5. Staffing..... | 10 |
| (a) Checker..... | 10 |
| (b) LTL Staffing | 10 |
| Section 6. Local Bargaining..... | 11 |
| Section 7. Flexibility for Vessel Non-Arrival..... | 11 |
| Article VI. Drug and Alcohol Programs..... | 11 |
| Section 1. Local Plans..... | 11 |
| Section 2. Reinstatement..... | 12 |
| Section 3. Fresh Start After First Offense | 13 |
| Article VII. ILA Jurisdiction Generally | 13 |
| Section 1. Containerization Agreement | 13 |
| Section 2. Rules On Containers | 14 |
| Section 3. Maine to Texas | 14 |
| Section 4. Jurisdiction Committee | 14 |
| (a) Fact Finding..... | 14 |
| (b) Labor Adjustor System..... | 14 |
| (c) Jurisdiction Committee Decisions..... | 15 |
| Section 5. Supervision and Management..... | 16 |
| Section 6. Reefer Containers..... | 17 |
| Section 7. Port Authorities | 17 |
| Section 8. Marine Terminal Work..... | 17 |
| Section 9. Work Opportunities | 18 |
| Section 10. Space Charters | 18 |
| Section 11. Commencement of Jurisdiction | 19 |
| Section 12. Scope of Article..... | 19 |
| Section 13. Customs and Border Protection | 19 |
| Article VIII. ILA Jurisdiction Over Clerical Work | 19 |
| Section 1. Clerical Work | 19 |
| Section 2. Guidelines | 20 |
| (a) Framework..... | 20 |
| (b) Statement of Principle | 20 |
| (c) No Waiver | 20 |

Table of Contents

| | |
|--|----|
| Section 3. Glossary of Terms | 20 |
| (i) Receiving and Delivery | 21 |
| (ii) Hatchchecking..... | 21 |
| (iii) Prestow & Plan Clerking..... | 21 |
| (iv) Timekeeping | 21 |
| (v) Location and Yard Work..... | 21 |
| (vi) Demurrage Recording | 22 |
| Article IX. ILA Jurisdiction Over Maintenance and Repair Work..... | 22 |
| Section 1. Maintenance and Repair Work..... | 22 |
| Section 2. Major Damaged Equipment..... | 22 |
| Section 3. Determination Procedure | 23 |
| Section 4. Grievance and Audit..... | 24 |
| Section 5. Port of Discovery (POD)..... | 24 |
| Section 6. Warranties | 25 |
| Article X. Preservation of Chassis Maintenance-And-Repair Work..... | 25 |
| Section 1. Preamble | 25 |
| Section 2. Chassis Pools | 26 |
| Section 3. Sale or Transfer of Chassis | 26 |
| Section 4. Inspection and Maintenance of Chassis..... | 27 |
| Section 5. Roadability..... | 27 |
| Article XI. New Technology Implementation and Workforce Protection..... | 28 |
| Section 1. Guiding Principles | 28 |
| Section 2. New Technology Committee..... | 28 |
| Section 3. Workforce Protection Guidelines | 29 |
| Section 4. Procedure | 29 |
| Article XII. Container Royalties..... | 30 |
| Section 1. First and Third Container Royalties..... | 30 |
| Section 2. Second Container Royalty | 31 |
| Section 3. Container Royalty Distribution..... | 31 |

Table of Contents

| | |
|---|----|
| Section 4. Container Royalty Central Collection Fund | 33 |
| Section 5. Carrier-ILA Container Royalty Fund No. 4..... | 34 |
| Section 6. Carrier-ILA Container Royalty Fund No. 5..... | 35 |
| Section 7. Carrier-ILA Container Freight Station Trust Fund | 36 |
| (a) Preamble | 36 |
| (b) CFS Subsidy & Training Program | 36 |
| Section 8. Caribbean Basin Initiative Agreement | 38 |
| | |
| Article XIII. MILA | 38 |
| | |
| Section 1. Management-ILA Managed Health Care Trust Fund | 38 |
| Section 2. Funding | 38 |
| (a) Fourth Container Royalty Assessment | 38 |
| (b) Second Container Royalty Assessment | 39 |
| (c) Hourly Contributions | 39 |
| Section 3. Second Container Royalty Contributions | 39 |
| | |
| Article XIV. Grievance Procedure | 40 |
| | |
| Section 1. Local Level | 40 |
| Section 2. Appellate Level | 40 |
| Section 3. Appeals From a Decision of the LIGC | 41 |
| Section 4. Appeals Form | 41 |
| Section 5. Industry Appellate Committee (IAC)..... | 41 |
| (a) Number of IAC Members..... | 41 |
| (b) Co-Chairmen | 41 |
| (c) Telephonic Notice..... | 41 |
| (d) Quorum..... | 41 |
| (e) Majority Vote | 42 |
| (f) Multi-Port Charges..... | 42 |
| (g) Failure To Appear | 42 |
| Section 6. Arbitration | 42 |
| (a) Panel of Arbitrators..... | 42 |
| (b) Selection of Arbitrator From Panel | 42 |
| (c) Selection System | 42 |

Table of Contents

| | |
|---|----|
| (d) Expedited Arbitration | 43 |
| (e) Failure to Appear | 43 |
| (f) Award | 43 |
| (g) Right to Strike | 44 |
| Section 7. Industry Resource Committee..... | 44 |
| Section 8. Disputes Among Fund Trustees | 45 |
| | |
| Article XV. Accommodations | 45 |
| Section 1. Existing Accommodations | 45 |
| Section 2. Future Accommodations | 45 |
| | |
| Article XVI. No-Strike Clause | 46 |
| Section 1. No Strikes or Lockouts | 46 |
| Section 2. Bona Fide Picket Line..... | 47 |
| | |
| Article XVII. Term of Agreement | 47 |
| | |
| Article XVIII. Subscription and Signatories..... | 47 |
| Section 1. Refusal to Work..... | 47 |
| Section 2. Non-Subscribers..... | 47 |
| Section 3. Fringe-Benefit Assessment | 48 |
| | |
| Article XIX. Miscellaneous | 48 |
| Section 1. Headings | 48 |
| Section 2. Severability | 48 |
| Section 3. Ratification..... | 48 |
| Section 4. Amendments | 49 |
| Section 5. Joint Contract Implementation Team..... | 49 |
| Section 6. Data Collection | 49 |
| Section 7. Existing Terms and Conditions | 49 |

Table of Contents

| | | |
|-------------|--|----|
| Appendix A. | Containerization Agreement | 52 |
| Appendix B. | Management-ILA Rules On Containers (As amended by Agreement of May 27, 1980)..... | 54 |
| Appendix C. | Major Damage Criteria For Containers And Chassis..... | 57 |
| Appendix D. | Stein Award | 61 |
| Appendix E. | Caribbean Basin Initiative Agreement | 63 |
| Notes | | 65 |

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT entered into on this 25th day of September, 2018 between the UNITED STATES MARITIME ALLIANCE, LTD. (“USMX”) for and on behalf of its members and any stevedores, marine terminal operators, and carriers that hereafter become members of USMX or that hereafter subscribe to this Agreement (hereinafter sometimes collectively referred to as “Management”) and the INTERNATIONAL LONGSHOREMEN’S ASSOCIATION, AFL-CIO (“ILA”) for and on behalf of itself and each of its affiliated districts and locals representing longshoremen, clerks, checkers, and maintenance employees working on ships and terminals in ports on the East and Gulf Coasts of the United States constitutes the Master Contract establishing the terms and conditions of employment for longshoremen, clerks, checkers, and maintenance employees employed in container and roll-on/roll-off (“ro-ro”) operations at ports on the East and Gulf Coasts of the United States.

ARTICLE I SCOPE OF AGREEMENT

Section 1. Management.

The multiemployer Management group bound to the Master Contract consists of the carriers, stevedores, marine terminal operators, and port associations that are members of USMX; the carriers, stevedores, and marine terminal operators that are members of the port associations that are members of USMX; and the carriers, stevedores, and marine terminal operators that hereafter become members of USMX or hereafter subscribe to this Master Contract as well as those carriers and other employers bound hereto by operation of law.

Section 2. Recognition.

Management recognizes the ILA as the exclusive bargaining representative of longshoremen, clerks, checkers, and maintenance employees who are employed on ships and terminals in all ports on the East and Gulf Coasts of the United States, inclusive from Maine to Texas, and the ILA recognizes USMX as the exclusive employer representative in such ports on Master Contract issues.

Section 3. Complete Labor Agreement.

This Master Contract is a full and complete agreement on all Master Contract issues relating to the employment of longshore employees on container and ro-ro vessels and container and ro-ro terminals in all ports from Maine to Texas at which ships of USMX carriers and carriers that are subscribers to this Master Contract may call. This Master Contract as supplemented by local bargaining constitutes a complete and operative labor agreement.

Section 4. Local Bargaining.

The port associations which are bound by this Master Contract will engage in local negotiations on those bargaining subjects left open to local negotiations by USMX and the ILA. Local agreements must be consistent with and will supplement the terms and conditions of the Master Contract in the local ports covered by this Master Contract.

**ARTICLE II
WAGES**

Section 1. Wage Increases.

(a) Effective October 1, 2019, employees who were employed as of September 30, 2019, and who are receiving a straight-time basic wage rate of \$35.00 per hour as of September 30, 2019, shall receive an increase of \$1.00 per hour in their straight-time basic wage rate.

(b) Effective October 1, 2021, employees who were employed as of September 30, 2021, and who are receiving a straight-time basic wage rate of \$36.00 per hour as of September 30, 2021, shall receive an increase of \$1.00 per hour in their straight-time basic wage rate.

(c) Effective October 1, 2022, employees who were employed as of September 30, 2022, and who are receiving a straight-time basic wage rate of \$37.00 per hour as of September 30, 2022, shall receive an increase of \$1.00 per hour in their straight-time basic wage rate.

(d) Effective October 1, 2023, employees who were employed as of September 30, 2023, and who are receiving a straight-time basic wage rate of \$38.00 per hour as of September 30, 2023, shall receive an increase of \$1.00 per hour in their straight-time basic wage rate.

(e) In the South Atlantic and Gulf ports, one of the above wage dollar increases may be converted to a fringe benefit hourly contribution at a rate that includes not only the \$1.00 wage rate but also all payroll taxes applicable to that \$1.00 wage rate based on calculations agreed to by USMX and the ILA.

Section 2. New Employees.

The starting straight-time basic wage rate for new employees who enter the industry on or after October 1, 2018, shall be \$20.00 per hour. New employees shall include any former employee who did not work at least one (1) hour under the prior Master Contract during the period from October 1, 2004, through and including September 30, 2018. New employees hired during the term of this Master Contract shall be entitled to receive the increases set forth in Article II, Section 3 of this Master Contract that go into effect after the date of their hire.

Section 3. Wage Progression Formula (“Formula”)

(a) Effective October 1, 2018, all employees who are receiving a straight-time basic wage rate on September 30 of the prior Contract Year that is less than the highest straight-time basic wage rate will receive an increase in their straight-time basic wage rates in accordance with the following Formula:

- (i) On their second (2nd) Industry Employment Anniversary Date, twenty-five percent (25%) of the difference between the highest straight-time basic wage rate and the employee’s straight-time basic wage rate on September 30 of the prior Contract Year;
- (ii) On their fourth (4th) Industry Employment Anniversary Date, fifty percent (50%) of the difference between the highest straight-time basic wage rate and the employee’s straight-time basic wage rate in effect on September 30 of the prior Contract Year; and
- (iii) On the sixth (6th) Industry Employment Anniversary Date, one hundred percent (100%) of the difference between the highest straight-time basic wage rate and the employee’s straight-time basic wage rate in effect on September 30 of the prior Contract Year.

(b) The following definitions shall apply to the Formula:

- (i) An employee’s Industry Employment Anniversary Date will be based upon the number of Qualified Anniversary Years with which the employee has been credited as of September 30 of the prior Contract Year.
- (ii) A Qualified Anniversary Year for all Contract Years prior to October 1, 2009, is one in which the employee is credited with at least one (1) hour of service. A Qualified Anniversary Year for all Contract Years after September 30, 2009, is one in which the employee is credited with at least 700 hours of service.

(iii) When applying the Formula, the highest straight-time basic wage rate shall be the rate in effect on the date the Formula is applied.

(iv) If any employee did not work at least one (1) hour under the Master Contract during the period from October 1, 2000, through and including September 30, 2004, that employee shall not receive any Qualified Anniversary Years for any years prior to the Contract Year ending September 30, 2005.

(c) USMX and the ILA agree that the application of the Formula will result in the following base wage rates in each year of this Master Contract.

| | | | | | | |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Contract Years | 10/01/18 09/30/19 | 10/01/19 09/30/20 | 10/01/20 09/30/21 | 10/01/21 09/30/22 | 10/01/22 09/30/23 | 10/01/23 09/30/24 |
| * Wage Increase of \$1.00 only for Highest Rate | | * | | * | * | * |

If the employee has the following Qualified Anniversary Years of Service on October 1 of the Contract Years set forth above, the Employee's straight-time basic wage rate for each Contract Year of this Master Contract will be:

| | | | | | | |
|-----------|---------|---------|---------|---------|---------|---------|
| 0 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| 1 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| 2 | \$23.75 | \$24.00 | \$24.00 | \$24.25 | \$24.50 | \$24.75 |
| 3 | \$23.75 | \$24.00 | \$24.00 | \$24.25 | \$24.50 | \$24.75 |
| 4 | \$29.40 | \$30.00 | \$30.00 | \$30.60 | \$31.25 | \$31.90 |
| 5 | \$29.40 | \$30.00 | \$30.00 | \$30.60 | \$31.25 | \$31.90 |
| 6 or More | \$35.00 | \$36.00 | \$36.00 | \$37.00 | \$38.00 | \$39.00 |

(d) If an employee's straight-time basic wage rate is higher than what the employee is entitled to receive based on the Qualified Anniversary Years of service on October 1 of a Contract Year, the employee's straight-time basic wage rate will stay at the higher level until the employee is entitled to move to the next level, based on the employee's Qualified Anniversary Years of service.

(e) The Formula shall continue in full force and effect in extensions of this Master Contract and subsequent Master Contracts. On October 1, 2018, and on each October 1 thereafter while the Formula remains in effect, employees shall be entitled to receive an increase in their straight-time basic wage rate pursuant to the Formula payable on that date.

ARTICLE III HOURS OF WORK

Section 1. Working Days.

The regular or normal working day shall consist of eight (8) hours from 8:00 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M., and the regular or normal working week shall consist of forty (40) hours made up of five (5) regular or normal working days from Monday to Friday, inclusive.

Section 2. Nights, Weekends, and Holidays.

Employees covered by this Master Contract when required by Management shall work Saturdays, Sundays, and legal holidays and any night during the entire seven (7) day week.

Section 3. Meal Hours.

Meal hours shall be from 6:00 A.M. to 7:00 A.M., from 12:00 Noon to 1:00 P.M., from 6:00 P.M. to 7:00 P.M., and from 12:00 Midnight to 1:00 A.M. or as otherwise provided in the local agreement. Work shall be performed during meal hours on arrival or sailing days to complete

discharging or loading a hatch, or by mutual agreement of the local ILA and port association in the ports or districts covered by this Master Contract.

ARTICLE IV LOCAL FRINGE BENEFIT CONTRIBUTIONS

Section 1. Contributions.

Effective October 1, 2018, contributions for local pension, welfare, and other employee fringe benefits shall be \$14.00 per hour, of which \$5.00 shall be paid to the Management-ILA Managed Health Care Trust Fund (MILA).

Section 2. Money Purchase Plan

The ILA and USMX shall create a coastwise money purchase plan for qualified employees who are working hours under the Master Contract in ports that do not have local money purchase plans. The coastwise money purchase plan will be centrally managed. Qualification thresholds and disbursements for the coastwise plan shall be agreed upon by USMX and the ILA. Where a local money purchase plan exists, the money purchase plan contributions prescribed in this section will be transferred to the local money purchase plan. In any port one of the two hourly contributions set forth in subsections (a) and (b) of this section may be converted into an additional hourly contribution for local fringe benefit purposes as set forth in Article IV, Section 1 of this Master Contract provided the conversion is agreed to by all of the ILA locals covered by the Master Contract in the port as well as by the labor and management trustees in that port. The money purchase plan contributions shall be as follows:

- (a) Effective October 1, 2018, qualified employees shall receive a \$1.00 per hour contribution; and

- (b) Effective October 1, 2020, qualified employees shall receive an additional \$1.00 per hour contribution.

Section 3. Allocation of Contributions.

The contributions set forth in Article IV, Section 1 of this Master Contract may be allocated to fund not only pension and welfare benefits but also any other fringe benefits as agreed to by the local ILA and port association in each of the ports or districts covered by this Master Contract, except that \$5.00 per hour worked in each port or district shall be paid to MILA.

Section 4. Limitation On Contributions.

No hourly contributions other than those set forth in Article IV, Sections 1 and 2 of this Master Contract shall be imposed in any port or district except existing contributions in effect on September 30, 2018, which may not be increased during the term of this Master Contract. No tonnage assessment (not in effect on the effective date of this Master Contract) shall be imposed on containerization or ro-ro operations by any local ILA or port association in any port or district covered by this Master Contract during the life of this Master Contract.

**ARTICLE V
UTILIZATION OF WORK FORCE**

Section 1. New Employees.

(a) New employees shall be required to pass a mandatory physical examination and a drug test as established by Management and the ILA after they are offered employment and before they engage in any services.

(b) New employees shall also be required to pass ability and proficiency tests approved by Management and the ILA and shall also be required to be recertified every three (3) years in the case of equipment operators, clerical employees, and maintenance employees.

Section 2. Training.

Employees who operate or otherwise handle, or are selected to operate or otherwise handle, wheeled equipment, cranes, or other moving equipment or who perform maintenance or clerical work shall receive such training as may be required from time-to-time by Management and shall be subject to such recertification requirements as shall be established by Management and the ILA, including a physical examination designed by Management and the ILA to demonstrate the employee's ability to perform the essential functions of the employee's job.

Section 3. Flex-Time.

(a) **Terminals.** Each local port or district must institute a flex-time system at waterfront terminals for the receiving and delivery of containers and chassis and for work associated with these functions with the details of flex-time to be worked out on a local basis in accordance with the following basic principles:

- (i) For all hours worked before 8:00 A.M. and after 5:00 P.M., the wage rate shall be 1 and $\frac{1}{4}$ times the straight-time basic hourly rate except on Saturdays, Sundays and holidays, when the wage rate of 1 and $\frac{1}{2}$ times the straight-time basic hourly rate shall apply.
- (ii) The minimum hourly guarantees shall begin at the time the employees begin work.
- (iii) After eight (8) hours worked in any day, the overtime rate of 1 and $\frac{1}{2}$ times the straight-time basic hourly rate shall apply.
- (iv) Starting times and meal hours are local issues.

(b) **Ship Operations.** Any port or district may implement a ship or barge operation flex-time system which shall provide for flexible starting times and shift operations. The minimum hourly guarantees shall begin at the time the employees begin work. Starting times and meal hours are local issues.

Section 4. Gang Size.

(a) **Longshore Gang.** A two-employee reduction in the total operation of the longshore gang for container and ro-ro ships went into effect on October 1, 1996, and an additional one-employee reduction went into effect on October 1, 1998. These reductions had to be made from other than drivers and/or crane operators. These reductions shall remain in effect during the term of this Master Contract.

(b) **Feeder Barge Gang.** The same reductions in the minimum gang size set forth in Article V, Section 4(a) of this Master Contract went into effect for a feeder barge gang under the Feeder Barge Agreement, which is limited to barges with a capacity of up to 350 containers. These reductions shall remain in effect during the term of this Master Contract.

(c) **Small Boat Gang.** The same reductions in the gang size set forth in Article V, Section 4(a) of this Master Contract went into effect under the Small Boat Agreement, which is limited to ships with a capacity of up to 500 TEUs. These reductions shall remain in effect during the term of this Master Contract.

Section 5. Staffing.

(a) **Checker.** One (1) checker shall be assigned to a longshore gang.

(b) **LTL Staffing.** The minimum stuffing and stripping gang for loading and unloading

containers shall consist of one (1) longshoreman and one (1) checker, who shall work as directed on one or more containers or trucks simultaneously.

Section 6. Local Bargaining.

Subject to the provisions of Article V of this Master Contract, manning, staffing, and the number and use of employees in all crafts shall be the subjects of local bargaining for the purposes of improving port productivity.

Section 7. Flexibility for Vessel Non-Arrival

(a) Each local port or district must institute a set-back/cancellation policy at waterfront facilities within two hours of the vessel start time.

(b) The policy must conform with the following criteria:

- i. There must be no additional start times;
- ii. There shall be no reduction in manning or equipment;
- iii. The policy must address punitive set-back times as well as firm and non-cancellable set-back times;
- iv. The policy must address and confirm any local policies; and
- v. The policy must allow set-backs up to two times.

**ARTICLE VI
DRUG AND ALCOHOL PROGRAMS**

Section 1. Local Plans.

The drug and alcohol program now in effect in each port and district should include the following provisions:

- (a) Every test shall allow for the splitting of the sample. In a positive test the employee would have the right to request a retest done at another approved laboratory.
- (b) The cost of performing drug and alcohol tests will be paid by the employer or the local employer port association.
- (c) Every plan must have mandatory random testing of all crafts, except in the Port of New York and New Jersey where its random-testing program will be held in abeyance so long as the Master Contract workforce in the Port of New York and New Jersey is subject to additional testing by private governmental agencies that are not parties to the Master Contract. The terms and conditions of the random-testing program in each port or district will be determined by the local parties pursuant to applicable law.

Section 2. Reinstatement.

The drug and alcohol program now in effect in each port and district shall continue in effect during the term of this Master Contract. The parties recognize that each port has a drug and alcohol policy which provides that an employee who is found in possession of, use of, or other dealings in narcotics, alcohol or other prohibited substances (other than drugs which have been prescribed by a licensed physician, and only while working under the conditions permitted by the employer) while in the course of his employment under the terms of any collective bargaining agreement between the ILA and Management shall be immediately suspended from employment for a period of sixty (60) days and, furthermore, that any second offense shall result in termination from employment subject to the following rules. In those circumstances where an employee has been terminated from the industry in accordance with any such program and has remained drug-free for one (1) year, such individual will be eligible for a third and final chance for reinstatement in the industry subject to the following terms and conditions which must be determined locally:

- (a) The former employee must provide proof of successful completion of a rehabilitation program resulting in the individual being drug-free for the last twelve (12) months prior to application for reinstatement.
- (b) Reasonable criteria in each port or district shall be established under which the individual shall prove the individual's drug-free status, including periodic testing.
- (c) Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination.
- (d) Once reinstated, the individual will be subject to random testing, and any further violation shall ban the employee for life.

Section 3. Fresh Start After First Offense.

If after a first offense, the employee remains drug-free for a period of three (3) years from the date of the first offense, the employee shall be entitled to the rescission of the first offense for the purposes of applying the reinstatement provisions set forth in Section 2 of Article VI of this Master Contract. If the employee commits a second offense before the employee has remained drug-free for three (3) years after the first offense, the employee is not entitled to have the first offense rescinded. An employee is entitled to only one (1) rescission.

**ARTICLE VII
ILA JURISDICTION GENERALLY**

Section 1. Containerization Agreement.

(a) Management hereby reaffirms that employees covered by this Master Contract have jurisdiction over longshore, checker, maintenance, and other craft work conferred on such workers by the Containerization Agreement, a copy of which is appended to this Master Contract as Appendix A.

(b) The carriers and marine terminal operators that are parties to this Master Contract shall not contract out to any affiliate, subsidiary, or other entity in which they have an interest any Master Contract work that has historically and regularly been performed by employees covered by the Master Contract at waterfront piers and terminals or at off-pier facilities within port areas covered by the Master Contract, unless the affiliate, subsidiary, or other entity employs workers covered by the Master Contract to perform the work.

Section 2. Rules On Containers.

The Rules On Containers that were in effect on September 30, 2004, a copy of which is appended to this Master Contract as Appendix B, shall remain in effect during the term of this Master Contract.

Section 3. Maine to Texas.

The ILA's Master Contract jurisdiction continues on a multi-port bargaining-unit basis covering all ports from Maine to Texas at which ships of USMX carriers and subscribers may call.

Section 4. Jurisdiction Committee.

(a) **Fact Finding.** The Jurisdiction Committee will visit every port that raises an issue concerning any violation of the Master Contract's jurisdiction provisions. The Jurisdiction Committee will render a report within thirty (30) days of each visit. The Jurisdiction Committee can use an independent third party to perform fact-finding, whenever the Committee agrees that such action is necessary.

(b) **Labor Adjustor System.** After October 1, 2018, Management and the ILA will set up a labor adjustor system to hear and resolve Master Contract jurisdictional disputes within thirty

(30) days of the dispute being presented. Part of this system will permit the labor adjustors, on an as-needed basis, to use an independent third party to perform fact-finding, whenever the labor adjustors agree that such action is necessary.

(c) **Jurisdiction Committee Decisions.**

- (i) Decisions of the Jurisdiction Committee are to be implemented in accordance with the time schedule set forth in the Jurisdiction Committee's decision. The Jurisdiction Committee shall have the power to award actual damages incurred as a result of any violation of the jurisdictional provisions of the Master Contract. Decisions of the Jurisdiction Committee shall constitute final and binding arbitration awards, and the parties agree to waive the right to seek judicial review. In addition, the parties shall establish a procedure to resolve a deadlock of the Jurisdiction Committee by selecting in advance a panel of mutually acceptable arbitrators and use the next available arbitrator to resolve the deadlock on a set time schedule. The parties agree that the arbitrator's award is final and binding.
- (ii) The failure to comply with the final and binding decision and award of the Jurisdiction Committee or the deadlock-breaking arbitrator shall constitute a breach of this Master Contract, and the ILA reserves the right to take whatever legal action may be appropriate in the circumstances, including, but not limited to, the refusal to provide labor to the offending carrier, marine terminal operator, or stevedoring company. This refusal to supply labor shall not constitute a violation of the No-Strike Clause of the Master Contract or any local longshore collective bargaining agreement.
- (iii) Anyone failing to comply with an outstanding award of the Jurisdiction Committee or the deadlock-breaking arbitrator shall be liable for liquidated damages in the amount of \$10,000 per day for each day that the offending local union, carrier, marine terminal operator, or stevedoring company fails to comply with the

schedule set forth in the award. In the event the losing party commences an action in federal court to vacate an award issued by the deadlock-breaking arbitrator, the ILA shall not have the right to refuse to provide labor so long as liquidated damages are paid for failure to comply with the deadlock-breaking arbitrator's award. Actual damages payable by an offending carrier, marine terminal operator, or stevedoring company shall be paid to the aggrieved workers or the Fringe Benefit Fund in the port as determined by the Jurisdiction Committee or the arbitrator. Liquidated damages shall be paid to the Fringe Benefit Fund in the port. Actual damages and liquidated damages payable by a local union shall be paid to the aggrieved Management party.

- (iv) In the event that USMX or the ILA shall institute suit to confirm and enforce an award under this section, they shall be entitled to recover prejudgment interest, costs, reasonable attorneys' fees, and other expenses incurred in the litigation.
- (v) The losing party shall have the right to commence an action in federal court to vacate an award issued by the deadlock-breaking arbitrator. The limitations period for this action shall be 60 days from the date of the award. The losing party must comply with the award notwithstanding the pendency of any federal court action. Any actual damages awarded by the arbitrator and any liquidated damages for failure to comply must be paid in escrow to the co-chairmen of the Jurisdiction Committee pending the final disposition of the federal court action. If it does not prevail in the federal court action, the losing party shall pay reasonable attorneys' fees to the opposing party.

Section 5. Supervision and Management.

The ILA work described in the jurisdiction provisions of this Master Contract is to be performed by ILA-represented workers on the waterfront facility and not by supervision or other non-bargaining unit employees.

Section 6. Reefer Containers.

Except where other unions now have jurisdiction, the work of plugging and unplugging reefer containers aboard vessels is not to be performed by other outside persons, such as ship's crew, provided that agreement can be reached regarding minimal manning and agreed hours of the ILA labor.

Section 7. Port Authorities.

(a) USMX and the ILA shall conduct a study to determine how the business model currently used by port authorities in the Ports of Charleston, SC, Savannah, GA, and Wilmington, NC, could be altered to permit work currently performed by state employees to be performed by Master Contract-bargaining-unit employees in a more productive, efficient, and competitive fashion. USMX and the ILA will use this study to meet with these port authorities in an effort to convince them to employ Master Contract-bargaining-unit employees.

(b) USMX agrees to formally notify any port authority contemplating the development of or intending to develop a new container handling facility that USMX members may be prohibited from using that new facility if the work at that facility is not performed by Master Contract bargaining-unit employees.

Section 8. Marine Terminal Work.

(a) It is recognized that the marine terminal work of the ILA crafts has traditionally been performed on piers and waterfront facilities. When such marine terminal work is moved off the marine terminal by the terminal operator or by a signatory carrier to facilities in the port area, the ILA shall retain its work jurisdiction where the work is the work that would have been performed in the marine terminal or port area.

(b) If technology permits work performed under this Master Contract to be performed at a facility other than the existing facility or if marine terminal work that has historically and traditionally been performed under the Master Contract at an existing facility is moved to a facility other than the existing facility, the terminal operator or signatory carrier will be required to move that work to a facility in the port area, where the work will be performed by the ILA workforce. The terminal operator or signatory carrier is required to notify the ILA of its intention to remove work to another facility.

(c) The term “Port Area” in this Master Contract means the historic definition of what is considered the port area in each port covered by the Master Contract.

Section 9. Work Opportunities.

The parties agree that any chance of reacquiring the work of stuffing and stripping containers requires a dedicated work force of trained, productive workers hired at compensation commensurate with the local competition and without any restrictive rules. The parties should examine into this subject and all of its conditions.

Section 10. Space Charters.

The ILA has the same jurisdiction over a signatory’s space-chartered vessel as it has over any vessel operated by a USMX member or by a signatory to this Master Contract. Vessels and containers owned or leased by USMX members or by signatories to this Master Contract shall be subject to ILA jurisdiction in each and every port where their vessels may call from Maine to Texas not only on signatory ships but also on nonsignatory ships on which their containers may be carried. Containers of nonsignatory carriers carried on signatory ships also shall be subject to ILA jurisdiction.

Section 11. Commencement of Jurisdiction.

Management reaffirms the ILA's jurisdiction as set forth in Articles VII, VIII, and IX of this Master Contract and in particular that such jurisdiction applies from the point at which the container/cargo comes within the control of Master Contract-bargaining-unit members. If necessary, issues arising over interpretation of these articles will be adjudicated by the Jurisdiction Committee.

Section 12. Scope of Article.

The general jurisdiction provisions contained in this Article VII of the Master Contract apply to all three crafts: longshore, checker-and-clerk, and maintenance employees.

Section 13. Customs and Border Protection.

The parties agree that it is important to redouble industry efforts to regain the customs examination work recently outsourced to non-USMX-ILA contractors. The parties agree to commission Ron Signorino to write a white paper on how this might be accomplished. It is also agreed that once the white paper is completed, USMX and the ILA will jointly approach the Customs and Border Protection agency.

**ARTICLE VIII
ILA JURISDICTION OVER CLERICAL WORK**

Section 1. Clerical Work.

Clerks shall perform all clerical work on container waterfront facilities which traditionally and regularly has been performed by them, including, but not limited to, work related to the receipt and delivery of cargo, hatchchecking, prestow, hatch sequence sheet, plan clerking, recording of receipt and delivery of containers received or delivered at waterfront facilities, timekeeping, location and yard work, and demurrage recording, which work shall not be removed from the waterfront

facility. The input and output of information by computers related to the foregoing work functions shall also be performed by Checkers and Clerks.

Section 2. Guidelines.

(a) **Framework.** The members of the Jurisdiction Committee, in order to provide a framework to resolve outstanding issues regarding the jurisdiction of the ILA Clerks and Checkers, have agreed upon the following definitions and the statement of principle that will be used to define and identify the specific functions that fall within the ILA's jurisdiction.

(b) **Statement of Principle.** In applying Article VIII, Section 1 of the Master Contract, members of the Jurisdiction Committee shall be bound by the following principle: Management and the ILA agree that the ILA Clerks and Checkers shall have jurisdiction over each and every function set forth in Article VIII, Section 1 of this Master Contract which is performed on container waterfront facilities on behalf of signatory employers in each and every port covered by the Master Contract, provided that such function was at any time in the past performed by the ILA Clerks and Checkers in that port. It is further understood that clerical work currently performed by state port authorities or government agencies, if discontinued, will fall under the ILA's jurisdiction.

(c) **No Waiver.** Unless there is agreement between the ILA in a local port and an employer in the local port, any deviation from the jurisdiction provisions of the Master Contract shall not constitute a waiver, amendment, or rescission of the jurisdiction provisions of the Master Contract.

Section 3. Glossary of Terms.

The following basic list of terms are intended to be descriptive and not all encompassing

and are not intended to limit the jurisdiction or functions of the ILA Clerks and Checkers as they exist under local agreements in the various ports covered by the Master Contract:

- (i) **Receiving and Delivery** of cargo shall mean checking and/or clerking of all cargo received into and/or out of a container terminal operated and controlled by a USMX-member company. The input and output of information related to change of status (*e.g.*, change of vessel, change of discharge port, etc.) once the container is received at the waterfront facility shall also be performed by the Checkers and Clerks. Management and the ILA agree that they will develop a methodology to confirm who is performing computer input work that falls within the ILA's jurisdiction. Both Management and the ILA agree that the methodology will vary from one terminal to another because of the different computer systems utilized in various ports and terminals. Both the ILA and Management are committed to fully implementing this Article VIII of the Master Contract during its term.
- (ii) **Hatchchecking** shall mean the checking, tallying, verification, and recording of all containers and/or cargo loaded, discharged, or restowed to or from a vessel or barge at a container terminal operated and controlled by a USMX-member company.
- (iii) **Prestow & Plan Clerking** shall mean the making of sequence sheets and/or the making of a prestow plan that would be used in loading and discharging vessels and barges in accordance with Management's instructions. Such work shall include, but not be limited to, all work relating to the bay plan. The use of a computer in the performance of the above function falls within the ILA's jurisdiction.
- (iv) **Timekeeping** shall mean the timekeeper's duties and functions, which shall include, at the discretion of Management, but not be limited to, keeping longshore time and the preparation of time sheets and payroll information. If a computer is used to perform this function, this will fall under the ILA's jurisdiction.
- (v) **Location and Yard Work** shall mean the identification, location and control of all containers, chassis, and/or cargo to be loaded, discharged, or restowed to or from the vessel or barge. Necessary paperwork and computer utilization required to perform these clerical functions, as required by Management's direction and planning, shall fall within the ILA's jurisdiction.

- (vi) **Demurrage Recording** shall mean the preparation, computation, and checking of container-demurrage receipts.

ARTICLE IX ILA JURISDICTION OVER MAINTENANCE AND REPAIR WORK

Section 1. Maintenance and Repair Work.

It is agreed that the jurisdiction of the ILA shall cover the maintenance and repair of equipment (which term includes containers and chassis) and such equipment as its members have historically maintained and which is owned, controlled, operated, or interchanged by USMX members including, but not limited to, (a) container cranes, (b) container-handling equipment, and (c) container cranes and container-handling equipment which are acquired for new deep-sea terminal facilities. The ILA's jurisdiction remains in effect at waterfront container facilities and/or off-pier premises used for servicing and repairing equipment covered by this Master Contract in accordance with the Containerization Agreement. Further, all said equipment, be it owned, leased, or controlled by USMX members and/or signatories to the Master Contract, once it is presented at waterfront facilities, shall be covered by this Master Contract. Furthermore, it is recognized that the marine-terminal work of all ILA crafts has been traditionally performed on piers and waterfront facilities. When such marine-terminal work is moved off the marine terminal by the terminal operator or by a signatory carrier to facilities in the port area, the ILA shall retain its work jurisdiction, where the work is the work that would have been performed in the marine terminal or port area.

Section 2. Major Damaged Equipment.

Major damaged equipment must be repaired in the port where the major-damage is discovered, provided, however, that where a carrier needs to reposition empties or where it is

otherwise necessary to its operations, a carrier shall notify the ILA maintenance local of the repositioning and the equipment numbers of the major-damaged equipment. Thereafter, it shall also report the time, place and nature of the repairs performed by ILA labor in an ILA port on such damaged equipment. Such notification shall be subject to the audit procedure. In fulfilling the above objectives, it is agreed that:

- (a) No damaged equipment shall be loaded aboard ship for export except under the procedures provided below.
- (b) No employer or carrier shall permit damaged equipment to leave the compound, except under the procedures provided herein.
- (c) The employers and carriers shall not enter into any leasing agreement that circumvents the work jurisdiction of the ILA covered under this Master Contract.

Section 3. Determination Procedure.

(a) An ILA/Carrier Master Contract Committee has established amended criteria, which are appended to this Master Contract as Appendix C, for a container with major damage in accordance with uniform criteria which relate to safety, structural soundness, roadability, and seaworthiness of the various types of containers. These criteria shall be distributed to the ILA maintenance employees in the inspection (or roadability) lanes at each container terminal.

(b) In accordance with the criteria established in subparagraph (a) of Article IX, Section 3 of this Master Contract, ILA employees may designate a container or chassis which they examine and find damaged (as defined in such subparagraph (a) criteria) as out of service on a T.I.R. form and such container shall be placed in a deadline status in accordance with the procedures of the terminal involved.

(c) The carrier shall be notified of such designation as soon as possible and shall have the right to determine that such container or chassis shall either be repaired (in an ILA port of its choosing) or if it disagrees with the ILA determination that such container was damaged within the subparagraph (a) criteria, the container in question shall be placed back into service or repositioned as an empty.

Section 4. Grievance and Audit.

The ILA shall have the right to be informed of the action so taken and to grieve the matter, if it so desires, under the terms and conditions of the grievance procedures agreed to by the parties in this Master Contract. If it is determined under such grievance procedure that the container in question should have been repaired, the carrier shall pay liquidated damages of \$1,000 per container (\$2,000 per container for willful violations), as ruled in such determination. Fact-finding and audit under the grievance procedure shall be provided by an independent auditor selected by the parties who shall have the right to audit all applicable documentation of a carrier to determine compliance with this Master Contract. Such audit shall be available to the grievance procedure and may be used to establish compliance or the lack thereof.

Section 5. Port of Discovery (POD).

(a) It is necessary to implement a system to monitor compliance of repair of major damage in accordance with the Master Contract. For this purpose, it shall be the responsibility of each port to establish a procedure that will verify that all parties are complying with the provisions of the Master Contract in that port. Each port shall provide to the Jurisdiction Committee the procedure established in that port.

(b) In order to be recognized as a valid POD System by the Jurisdiction Committee, each port's system must be able to do the following:

- (i) Identify major damage;
- (ii) Track the movement of equipment identified with Major Damage; and
- (iii) Record and validate the repair of the equipment.

Section 6. Warranties.

During the warranty period, there will be one (1) ILA mechanic or the number as provided in the local agreement. The training for the warranty work is to be at the discretion of the employer. After the initial warranty period, extended warranty work will require one (1) ILA mechanic per warranty staff onsite. Warranty documentation will be provided to the ILA mechanic.

**ARTICLE X
PRESERVATION OF CHASSIS MAINTENANCE-AND-REPAIR WORK**

Section 1. Preamble.

USMX and the ILA recognize that the chassis-ownership-and-leasing model has changed significantly over the period of the 2009-2012 Master Contract. USMX and the ILA recognize that this situation will continue to develop over the term of this Master Contract and that further change is likely. USMX and the ILA are committed to work-preservation provisions to promote continued ILA jurisdiction of the chassis maintenance and repair work within the marine terminals and port areas covered by this Master Contract. The parties recognize the right of the ILA to further jurisdictional expansion by the traditional organizing methods, but this Master Contract does not contemplate any jurisdictional expansion.

Section 2. Chassis Pools.

USMX and the ILA recognize that the operators of chassis pools that are not bound by the Master Contract have made various commitments to USMX and the ILA to continue to use ILA-represented employees for maintenance and repair work on their chassis in port areas covered by this Master Contract, and USMX and the ILA applaud and support these commitments. Going forward USMX and the ILA will work with these chassis-pool operators to further solidify these types of commitments, including their possible inclusion into membership in USMX.

Section 3. Sale or Transfer of Chassis.

(a) No carrier or association of carriers bound by this Master Contract that operates chassis pools shall sell or transfer chassis except to a buyer that agrees to preserve the ILA's existing jurisdiction over the repair and maintenance of chassis. To achieve that end, the carriers agree that if they or any association of carriers that operates chassis pools sell or transfer chassis to third parties not bound by this Master Contract, they will include the following provisions in the contracts of sale or transfer:

- (i) As a material term of this agreement the purchaser or transferee agrees until September 30, 2024 to continue to use ILA-represented employees that the seller or transferor had used prior to the sale or transfer to maintain and repair the chassis that are the subject of this agreement at marine terminals and off-pier facilities in the historic port areas. The purchaser/transferee also agrees to include the foregoing provision in any subsequent contract of sale entered into on or before September 30, 2024 in which the purchaser/transferee sells or transfers the said chassis to a third party.
- (ii) The purchaser/transferee agrees that a breach of this provision will result in irreparable injury to both the

seller/transferor and the affected employees represented by the International Longshoremen's Association, AFL-CIO, and that both the seller/transferor and the affected ILA-represented employees may not be adequately compensated at law for such breach of the provision. The purchaser/transferee consents to the entry of injunctive and any other appropriate equitable relief against it with respect to any breach of the provision.

(b) If any carrier or association of carriers bound by this Master Contract that operates chassis pools decides to sell or transfer chassis, such carrier or association shall inform the ILA and USMX as soon as possible and shall provide to them evidence that the contract of sale or transfer includes the required provisions set forth in subsections (a)(i) and (a)(ii) of this Section 3.

Section 4. Inspection and Maintenance of Chassis.

The ILA shall retain its jurisdiction to inspect and maintain chassis at marine terminals and off-pier facilities in the historic port area. No container shall be received, delivered, mounted on or dismounted from a chassis pool chassis that has been repaired and maintained in the port area by employees who are not represented by the ILA. This provision shall not apply to owner-operator-owned or shipper-owned chassis.

Section 5. Roadability.

The parties to this Master Contract shall have the right to reject any chassis at any marine facility covered by this Master Contract that does not meet roadability standards for safety. The Joint Technical Committee shall establish roadability standards for safety that the parties to this Master Contract shall use in the inspection of chassis at marine facilities covered by this Master Contract.

ARTICLE XI
NEW TECHNOLOGY IMPLEMENTATION AND WORKFORCE PROTECTION

Section 1. Guiding Principles

(a) Management in partnership with the ILA shall protect the Master Contract workforce for the term of this Master Contract while improving efficiency and capacity on the terminals.

(b) There shall be no fully-automated terminals developed and no fully-automated equipment used during the term of this Master Contract. The term “fully-automated” is defined as machinery/equipment devoid of human interaction.

(c) There shall be no implementation of semi-automated equipment or technology/automation until both parties agree to workforce protections and staffing levels.

Section 2. New Technology Committee

The ILA and USMX have established a New Technology Committee consisting of seven (7) members on each side. The current members are as follows:

| Management | ILA |
|--------------------|-------------------|
| David F. Adam | Harold J. Daggett |
| F. Paul De Maria | Dennis A. Daggett |
| Ian Cairns | John Daggett |
| James R. Gray, Jr. | Alan Robb |
| Frank Grossi | Michael Vigneron |
| Anthony Ray | Stephen Knott |
| John Nardi | James Stolpinski |

Each Co-Chairman has the power to appoint and replace the members of the New Technology Committee on his side.

Section 3. Workforce Protection Guidelines

(a) The following guidelines shall be followed for instituting workforce protections:

- (i) Define the types of technology and the effects on capacity and efficiency;
- (ii) Determine the manning for the new equipment;
- (iii) Identify the new work created by technology;
- (iv) Determine the possibility of reassignment within craft subject to approval by the New Technology Committee; and
- (v) Provide necessary training.

(b) In order to protect the workforce, there must be a determination of the number of positions affected (head count), rate of pay (Master Contract wages), and similar Master Contract hours in remaining or new Master Contract positions.

Section 4. Procedure

(a) An employer shall notify the Co-Chairmen of the New Technology Committee in writing of the employer's intentions for implementing new technology. The implementing employer shall also notify the ILA locals in the port where the technology will be implemented of their intentions and both the implementing employer and the ILA locals shall engage in local negotiations.

(b) Local parties must negotiate implementation within 90 days with the assistance of the New Technology Committee Co-Chairs if necessary and in doing so adhere to the spirit of this Agreement as defined in Section 1 of this Article XI.

(c) All local agreements are subject to review and approval by USMX and the ILA International.

(d) If no local agreement is reached after 90 days, the New Technology Committee shall resolve all open issues within 30 days.

(e) If the New Technology Committee cannot agree, then two members each from USMX and the ILA on the New Technology Committee shall have another 30 days to resolve the open issues.

(f) If this Four-Member Panel cannot agree, then an Industry Advisor (George Cohen/J. Pierson) and the four members shall have 15 days to resolve all open issues.

(g) All agreements are final and binding.

(h) All negotiations, resolutions, and agreements are port-specific.

(i) All of the above time periods are subject to extension by mutual agreement of the parties.

ARTICLE XII CONTAINER ROYALTIES

Section 1. First and Third Container Royalties.

The First and Third Container Royalties (effective in 1960 and 1977) each in the amount of \$1.00 per weight ton of containerized cargo not stuffed or stripped by ILA-represented labor (with lesser amounts for containerized cargo carried on vessels that are not full container vessels as determined in the Stein Award, a copy of which is appended to this Master Contract as Appendix D) shall continue to be paid. The amount of the First and Third Container Royalties, which are subject to the provisions of the Stein Award and any accommodation approved pursuant to Article XV of this Master Contract, paid to the various local port and district container-royalty funds in

accordance with Article XII, Section 3 of this Master Contract shall be used to provide supplemental-wage benefits to eligible employees covered by this Master Contract.

Section 2. Second Container Royalty.

The Second Container Royalty (effective in 1971) in the amount of \$1.00 per weight ton of containerized cargo not stuffed or stripped by ILA-represented labor (with lesser amounts for containerized cargo carried on vessels that are not full-container vessels as determined in the Stein Award, which is attached to this Master Contract as Appendix D) shall continue to be paid during the term of this Master Contract to MILA to be used exclusively for the purpose of funding the managed healthcare program administered by MILA in accordance with the provisions of Article XIII of this Master Contract. The Second Container Royalty is subject to the provisions of the Stein Award.

Section 3. Container Royalty Distribution.

(a) Each year during the term of this Master Contract the total amount of Container Royalty benefits payable to the eligible workforce under the Master Contract shall be no less than the total sum paid in all ports in 2011. Similarly, each year during the term of this Master Contract, administrative expenses payable to the local port container royalty funds covered by the Master Contract shall be no less than the total sum of administrative expenses paid by those funds in 2011, except in any year when the total sum of administrative expenses paid by a port is less than the total sum of administrative expenses paid in 2011 by that port. For all ports other than the Port of New York and New Jersey, the year 2011 shall mean the contract year ending September 30, 2011; for the Port of New York and New Jersey, the year 2011 shall mean the calendar year ending December 31, 2011.

(b) The ILA's and USMX's shares of the Container Royalty Nos. 1 and 3 assessments collected that are in excess of the amounts needed to satisfy the contractual obligations set forth in Article XII, Section 3(a) of this Master Contract shall be calculated as follows:

- i. At the end of the 2018-2019 contract year, the ILA's share shall equal the sum of (a) the first \$15 million (hereinafter referred to as "ILA's Initial Lump-Sum Amount") plus (b) 50% of the remaining excess;
- ii. At the end of the 2019-2020 contract year, the ILA's share shall equal the sum of (a) the first \$16 million plus (b) 50% of the remaining excess;
- iii. At the end of the 2020-2021 contract year, the ILA's share shall equal the sum of (a) the first \$17 million plus (b) 50% of the remaining excess;
- iv. At the end of the 2021-2022 contract year, the ILA's share shall equal the sum of (a) the first \$18 million plus (b) 50% of the remaining excess;
- v. At the end of the 2022-2023 contract year, the ILA's share shall equal the sum of (a) the first \$19 million plus (b) 50% of the remaining excess;
- vi. At the end of the 2023-2024 contract year, the ILA's share shall equal the sum of (a) the first \$19 million plus (b) 50% of the remaining excess.
- vii. The ILA shall have the right to designate how its share of the excess will be used, and USMX shall have the right to designate how its share of the excess will be used. In the event there is no excess in any Contract Year, ILA's and USMX's shares shall be zero. In the event the excess in any Contract Year is less than the ILA's Initial Lump-Sum Amount, the share of the excess to which the ILA will be entitled shall be limited to the amount of the total excess for that Contract Year and the share of the excess to which USMX will be entitled shall be zero.

Section 4. Container Royalty Central Collection Fund

(a) During the term of this Master Contract, USMX and the ILA shall create and maintain a Container Royalty Central Collection Fund (CCF) to collect and distribute all container royalties payable pursuant to this Master Contract.

(b) The CCF shall constitute an irrevocable trust for the sole and exclusive purpose of collecting all assessments payable in accordance with this Master Contract to the following joint labor-management, fringe-benefit trust funds: the Carrier-ILA Container Freight Station Trust Fund, the Carrier-ILA Container Royalty Fund No. 5, the local port container royalty funds entitled to receive the First Container Royalty and Third Container Royalty Assessments, and MILA, which is entitled to receive the Second Container Royalty and the Fourth Container Royalty Assessments. The CRCCF will deposit the per ton assessments being collected for the Carrier-ILA Container Royalty Fund No. 5 and the Carrier-ILA Container Freight Station Trust Fund into an escrow account maintained by the CRCCF. USMX and the ILA will direct CRCCF to allocate the monies in the escrow fund between the Carrier-ILA Container Royalty Fund No. 5 and the Carrier-ILA Container Freight Station Trust Fund to fund the benefits being provided by both of these Funds without adjusting the per-ton assessment rates for these Funds.

(c) The CCF will distribute to each local port and district during each contract year during the term of this Master Contract automatic payouts that are substitutes for CAP refund payments established in the 2004 Master Contract that were made to local ports to be used for local fringe benefits other than supplemental cash benefits. These automatic payments include the following payments provided for in the 2009 Memorandum of Settlement extending the 2004

Master Contract and in subsequent amendments to the Master Contract adopted by USMX and the ILA that increased the automatic payments to several ports.

| Port/District | Contractual Amount |
|----------------|--------------------|
| Boston | \$ 342,095 |
| NY & NJ | 16,183,757 |
| Philadelphia | 2,939,674 |
| Baltimore | 1,397,081 |
| Hampton Roads | 2,273,807 |
| Wilmington, NC | 530,947 |
| Charleston | 213,805 |
| Savannah | 4,000,616 |
| Jacksonville | 1,040,114 |
| Southeast Fl. | 584,161 |
| Tampa | 77,927 |
| New Orleans | 2,081,996 |
| West Gulf | 2,828,687 |
| Mobile | 1,500,000 |

(d) The South Atlantic and West Gulf regions will be entitled to receive the following additional automatic payments each year during the term of this Master Contract.

- (i) The South Atlantic ILA Employers Vacation & Holiday Fund shall receive an annual amount not to exceed \$13,535,968 for vacation and holiday benefits calculated pursuant to the formula set forth in the April 12, 2005 letter agreement between USMX and the South Atlantic & Gulf Coast District (SAGCD).
- (ii) The Maritime Association-ILA Funds shall receive an amount not to exceed \$13,885,656, to fund the cost of supplemental wages in lieu of vacation and holiday benefits calculated pursuant to the formula set forth in the April 6, 2005 letter agreement between USMX and SAGCD.

Section 5. Carrier-ILA Container Royalty Fund No. 4.

Effective October 1, 2018, the Fourth Container Royalty (CR-4) assessment shall be \$1.50 per weight ton during the term of this Master Contract. USMX and the ILA will terminate the Carrier-ILA Container Royalty Fund No. 4, since the CCF will transmit the Fourth Container Royalty

Assessment directly to MILA. During the term of this Master Contract, USMX and the ILA shall have the right to agree upon a modification, suspension, or elimination of the CR-4 Assessment.

Section 6. Carrier-ILA Container Royalty Fund No. 5

(a) The Carrier-ILA Container Royalty Fund No. 5 (“CR-5 Fund”) shall be continued during the term of this Master Contract for the sole and exclusive purpose of providing financial assistance to joint Management-ILA employee welfare benefit plans that provide healthcare, vacation, or holiday benefits in the local ports or districts. Employee pension benefit plans and employee benefit plans that do not provide healthcare, welfare, vacation, or holiday benefits, including, but not limited to, container royalty plans or other plans providing supplemental cash benefits, supplemental unemployment benefit plans, scholarship plans, and severance plans, are not eligible plans for assistance from the CR-5 Fund. Applications for financial assistance will be granted to local employee benefit plans that are in need due to shortfalls in funding, provided the plans meet the criteria for assistance established by the CR-5 Fund trustees.

(b) During the term of this Master Contract, Management will fund Container Royalty Fund No. 5 as required to provide financial assistance to joint Management-ILA employee-benefit plans in the local ports or districts as provided in Article XII, Section 6(a) of this Master Contract. During the term of this Master Contract, management shall have the right to modify the Container Royalty Fund No. 5 assessment.

(c) During the nine-month period following the execution of the Memorandum of Settlement, the parties shall undertake a study of the feasibility of implementing alternative methods of generating additional revenue to provide funding for the CR-5 Fund.

(d) Hourly vacation and holiday benefits payable to all eligible participants by the South Atlantic ILA/Employers Vacation & Holiday Fund shall be set at \$25.00 per hour.

Section 7. Carrier-ILA Container Freight Station Trust Fund.

(a) Preamble

The Carrier-ILA Container Freight Station Trust Fund (“CFS Fund”) shall continue in effect during the term of this Master Contract. The periodic distribution of the amounts to be paid from the CFS Fund and the purposes thereof shall be determined solely by the trustees of the CFS Fund. The CFS Fund shall continue to provide funding for training purposes to the extent that any funds remain after payment for the support of container freight stations. Training programs in each port or district shall be operated under guidelines approved by the trustees of the CFS Fund and shall be funded primarily by funds generated in each local port or district before application is made to the trustees of the CFS Fund.

(b) CFS Subsidy and Training Program

(i) Assessment Rate

There will be an assessment rate equivalent to \$0.25 per ton for the first three (3) years of this Master Contract.

(ii) Subsidy

(A) The wages, manning, and scope of work will be negotiated on a local level to accommodate the subsidy rate which during the term of this Master Contract will be \$21 per hour for the pre-approved hours for each pre-approved task and to compete with the local competition.

(iii) Training

(A) The training program currently in effect and paid for with CFS assessments will be continued.

(B) Any changes to this program will be recommended by the CFS Fund trustees to the bargaining parties for consideration.

(iv) Audits

(A) Existing CFS operations will be audited at the start of the contract and ongoing to determine task times and verify intensities. Task times will be consistent within each port.

(B) Major container freight stations will have a yearly audit. All others will be as required.

(v) New CFS Applications and New Operations

(A) All new CFS applications are subject to CFS Fund trustee approval and will receive the \$21 per hour subsidy rate in effect during the term of this Master Contract.

(B) All new operations within existing CFS operations are subject to CFS Fund trustees' approval and will receive the \$21 per hour subsidy rate in effect during the term of this Master Contract.

(vi) Container Royalty

(A) A centralized and uniform reporting process will be implemented system wide that will include current data with the addition of the carrier name and tonnage.

(B) Due dates for reporting will also be established and enforced.

(C) The per-ton credit will be the equivalent of Container Royalty Nos. 1 through 5 plus CFS in total.

(vii) Manning and Scope of Work

Any manning issues, including work opportunities, will be governed by historical past practices of the CFS program and Article VII, Section 9 of the USMX-ILA Master Contract.

(viii) New York/New Jersey CFS

Due to the nature of assessments in New York – New Jersey, any changes or additions to the program in New York and New Jersey will be handled by the CFS Trustees.

(ix) New Assessment and Subsidy Considerations

Prior to the conclusion of the 2019-2020 Contract Year and in each Contract Year thereafter, if in the CFS Fund trustees' opinion there is a need for adjustment to the Assessment Rate or the Subsidy Rate, due to any unforeseen increase or decrease in the training program or the subsidy rate program, they may recommend to the bargaining parties their concerns. Any adjustment agreed to by the bargaining parties will be effective on the start date of the subsequent contract year.

Section 8. Caribbean Basin Initiative Agreement.

The Caribbean Basin Initiative agreement attached as Appendix E shall be extended for the term of this Master Contract. After the second year of this Master Contract, USMX and the ILA shall review the Caribbean Basin Initiative to determine its continuing efficacy.

**ARTICLE XIII
MILA**

Section 1. Management-ILA Managed Health Care Trust Fund.

The Management-ILA Managed Health Care Trust Fund ("MILA") is a joint labor-management, Taft-Hartley trust fund managed by an equal number of Management and Union trustees to administer an employee welfare benefit healthcare plan covering active and retired dockworkers covered by this Master Contract and their dependents in all ports. There will be no reduction in MILA benefits during the term of this Master Contract.

Section 2. Funding.

MILA is a defined contribution welfare plan that is funded by the following contributions:

(a) **Fourth Container Royalty Assessment.** During the term of this Master Contract the Fourth Container Royalty Assessment for the funding of MILA shall be in the amount of \$1.50 per weight ton of containerized cargo not stuffed or stripped by ILA-represented labor (or such lesser amount as may be required under the Stein Award, which is attached to this Master Contract

as Appendix D, for containerized cargo carried on vessels that are not full container vessels) and shall be paid to MILA to be used exclusively to fund the managed healthcare program administered by MILA. During the term of this Master Contract, USMX and the ILA shall have the right to agree upon a modification, suspension, or elimination of the Fourth Container Royalty Assessment contributions payable to MILA.

(b) **Second Container Royalty Assessment.** During the term of this Master Contract, the Second Container Royalty Assessment in the amount of \$1.00 per weight ton of containerized cargo not stuffed or stripped by ILA-represented labor (or such lesser amount as may be required under the Stein Award, which is attached to this Master Contract as Appendix D, for containerized cargo carried on vessels that are not full container vessels) shall be paid to MILA to be used exclusively to fund the managed healthcare program administered by MILA. During the term of this Master Contract, USMX and the ILA shall have the right to agree upon a modification, suspension or elimination of the Second Container Royalty Assessment payable to MILA. The container royalty provisions set forth in Article XII, Section 3 of this Master Contract shall not apply to the Second Container Royalty Assessment to MILA.

(c) **Hourly Contributions.** During the term of this Master Contract, \$5.00 of the hourly contributions for local pension, welfare, and other employee fringe benefits set forth in Article IV, Section 1 of this Master Contract shall be paid to MILA.

Section 3. Second Container Royalty Contributions.

The Second Container Royalty contributions shall be used exclusively for the funding of MILA healthcare benefits in all ports and districts covered by this Master Contract that participate

in the MILA healthcare plan. If the South Atlantic or the West Gulf continue to use the Second Container Royalty contributions for other purposes, then, either or both such areas must pay to the trustees of MILA the equivalent of said Second Container Royalty contributions in total dollars out of the 1993 dollar contributions, if they are being used for welfare purposes, as well as out of other fringe benefit contributions, such as the local fringe benefit contributions set forth in Article IV, Section 1 of this Master Contract and the payments distributed to those areas in accordance with Article XII, Section 4 of this Master Contract.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Local Level.

All disputes under this Master Contract involving containerization and ro-ro, including interpretations of this Master Contract, shall be heard initially by the Local Industry Grievance Committee (“LIGC”), which shall consist of the following: three (3) Management representatives (a representative of USMX, a representative of the local port association where the dispute arose, and a local stevedore or terminal operator) and three (3) representatives appointed by the ILA. Requests for interpretations may be brought at any time. The LIGC shall reach a decision within ten (10) days after either a charge has been filed of an alleged violation or a request has been filed seeking an interpretation.

Section 2. Appellate Level.

Where there is a failure to render a decision on the local level or where a party desires to appeal any decision rendered on the local level, such cases may be referred to the Industry Appellate Committee (“IAC”).

Section 3. Appeals From a Decision of the LIGC.

Appeals from a decision of the LIGC must be taken within twenty (20) days after a decision has been reached and the parties notified or within twenty (20) days from the deadline referred to in Section 1 of this Article XIV for the LIGC to reach a decision.

Section 4. Appeals Form.

All appeals must be taken on an appellate form prepared by USMX and the ILA.

Section 5. Industry Appellate Committee (IAC).

(a) **Number of IAC Members.** The IAC shall be comprised of sixteen (16) representatives of Management and sixteen (16) representatives of the ILA.

(b) **Co-Chairmen.** The President of the ILA shall be Co-Chairman of the Union members of the IAC and the Chairman/CEO of USMX shall be the Co-Chairman of the Management members of the IAC.

(c) **Telephonic Notice.** Either IAC Co-Chairman may call the IAC into session on short notice by telephone with fax confirmation to the other Co-Chairman and Executive Secretary.

(d) **Quorum.** The IAC Co-Chairmen may agree between themselves to call into session an IAC meeting with fewer than sixteen (16) members on each side provided that no fewer than four (4) members on each side (a "Mini IAC") are convened to hear and determine a dispute. The IAC Co-Chairmen shall designate the Co-Chairmen of a Mini IAC, who will then select the other members of the Mini IAC. Both the IAC and a Mini IAC may hear and determine a dispute by telephone or video conference upon the request of the IAC Co-Chairmen. Any decision reached by a Mini IAC is subject to the approval of the IAC Co-Chairmen, and if approved, shall be final and binding and shall constitute an enforceable award.

(e) **Majority Vote.** Decisions by the LIGC and the IAC shall be rendered by a majority vote thereof. A decision by the IAC shall be final and binding and shall constitute an enforceable award.

(f) **Multi-Port Charges.** Charges of alleged violations of this Master Contract involving more than one (1) port shall be referred directly to the IAC for a final determination.

(g) **Failure To Appear.** If after due and timely notice, either party fails to appear at a meeting of the LIGC or IAC, then the other party may proceed and hear the matter and issue a decision unilaterally.

Section 6. Arbitration.

(a) **Panel of Arbitrators.** The Co-Chairmen shall provide for a panel of at least five (5) and no more than ten (10) named arbitrators who shall serve as the permanent Master Contract arbitrators during the term of this Master Contract. The Labor Arbitration Rules of the American Arbitration Association then in effect shall be utilized in such selection process.

(b) **Selection of Arbitrator From Panel.** If the IAC shall be unable to resolve matters referred to it, the Co-Chairmen shall seek to select an arbitrator immediately after the IAC deadlocks. If no such selection is made immediately (on the same day as the deadlock), within a ten (10) day period either party may refer the matter to the arbitrator next in line who is available in accordance with the selection system.

(c) **Selection System.** An arbitrator shall be selected by a person designated by the Co-Chairmen through a process of pulling the name of the arbitrator by lottery. This first available arbitrator shall hear and determine the first dispute. After the first selection and thereafter, the lottery

shall only include the names of the remaining arbitrators until all arbitrators have been selected in order of their being drawn. For each selection, arbitrators shall be listed in the order of drawing so that the arbitrator first indicating his availability shall be given the assignment. The Co-Chairmen are hereby authorized to oversee such selection and to exercise their discretion in such selection process.

(d) **Expedited Arbitration.** Any party to this Master Contract may, with respect to any grievance, dispute, complaint, or claim arising out of or relating to the Master Contract at any point waive any and all preliminary steps of the grievance machinery and submit the matter to arbitration (“expedited arbitration”) at any time after a matter has been considered by the Co-Chairmen. Such requests shall be made in writing by the President of the ILA or the Chairman/CEO of USMX, as the case may be, or their designees. Such writing may be by a letter hand delivered to the office of the other party or transmitted to the office of the other party by facsimile or electronic mail. Notice by hand-delivery, facsimile or electronic mail shall be given at the same time to a member of the arbitration panel who shall immediately thereafter (and not later than twenty-four (24) hours after receipt of such notice) convene an arbitration hearing at such place as the arbitrator shall determine, including the workplace where the dispute arose.

(e) **Failure to Appear.** In the event any party fails to appear at any arbitration, including an expedited arbitration hearing, the party failing to appear shall be deemed to have waived its right to contest its non-participation and the arbitrator shall proceed forthwith to determine the issue.

(f) **Award.** In an expedited arbitration, the arbitrator shall issue a short-form award at the end of the hearing, unless the time to render an award is extended by mutual consent. The

arbitrator shall have the right to issue a more detailed decision within thirty (30) days after rendering such a short-form award setting forth the reasons for the arbitrator's award. As to all other arbitrations, the arbitrator shall issue an award as expeditiously as possible. If an award is not rendered within thirty (30) days (unless both parties agree to extend such time period), either party shall have the right to terminate the services of that arbitrator, who shall be replaced in accordance with the procedures set forth in Section 6(c) of this Article XIV. If the arbitrator is disabled and is thereby prevented from rendering a decision within thirty (30) days or the arbitrator fails to render a decision within thirty (30) days, the parties shall refer the record and briefs to the next arbitrator for decision, unless either party objects to such procedure, in which event a new and expedited hearing shall be held.

(g) **Right to Strike.** The ILA shall have the right to refuse to render service to any carrier or direct employer who fails or refuses to abide by the final decisions of the LIGC (if not appealed) or IAC after having been found to have violated any provision of the Master Contract, until said carrier or direct employer comes into full compliance with said decision. The provisions of any "No-Strike" clause shall not be applicable in any such situation.

Section 7. Industry Resource Committee.

The Management-ILA Industry Resource Committee consisting of the Co-Chairmen and seven (7) representatives on each side appointed by each Co-Chairman shall continue in effect for the purpose of considering major industry problems that require consideration for the benefit of Management, the ILA, and the employees and which shall serve as a Master Contract planning committee to consider such agendas as may be brought before them by agreement of the Co-Chairmen.

Section 8. Disputes Among Fund Trustees.

Any dispute arising among the trustees of any fund whose trustees are appointed pursuant to any of the trusts created under this Master Contract shall be referred and determined in accordance with the arbitration procedures created under the terms of the applicable trust agreement. The trustees of these Master Contract funds shall also enforce the collection of any and all assessments provided under this Master Contract, and all carriers, employers, ILA locals and officials, port associations, local-fund trustees, beneficiaries, and other persons claiming any rights or benefits under any Master Contract fund shall be bound by the terms of any directives or awards issued by the trustees of that Master Contract fund, which shall have the full force and effect of an arbitration award and shall be enforceable in the same manner as an arbitration award.

**ARTICLE XV
ACCOMMODATIONS**

Section 1. Existing Accommodations.

Every accommodation in effect on September 30, 2018, shall continue in effect during the term of this Master Contract.

Section 2. Future Accommodations.

On and after the effective date of this Master Contract, any further accommodation relating to containerization and ro-ro shall be placed in effect only if it is agreed to by the Co-Chairmen of the IAC and such action has been ratified by a meeting of the IAC first held immediately following the agreement between the Co-Chairmen. Each new accommodation must meet the following principles:

- (a) The accommodation must be one which is absolutely essential to the preservation of the existence of the ILA workforce in the port or district involved.
- (b) The accommodation does not impact any of the benefit funds, unless the parties at the same time agree to a reduction of benefits. In no event may any accommodation prevent any port or district from making required contributions to MILA.
- (c) Any regional accommodation may be adopted by the port or district immediately adjacent to the port or district in which the accommodation has been made only upon the approval of the Co-Chairmen and the IAC.
- (d) Such accommodations shall be available to employers and carriers in other ports similarly situated only with the approval of the Co-Chairmen and the IAC.
- (e) In the event any new accommodation is placed into effect without following the procedure set forth in this document, then and in that event, the guilty party or parties shall be subject to the payment of liquidated damages, which shall be determined by the IAC or, on failure to agree by the IAC, by an arbitrator acting pursuant to the terms of this Master Contract.
- (f) Any accommodations given by the ILA to any employer or carrier may be placed in effect by any employer or carrier similarly situated.
- (g) The Co-Chairmen and the IAC shall have full power and jurisdiction to enforce and interpret the provisions of this Article XV.

ARTICLE XVI NO-STRIKE CLAUSE

Section 1. No Strikes or Lockouts.

During the life of this Master Contract, Management agrees that there shall be no lockouts or work stoppages by the employers, but this shall not be construed to mean a lay-off of employees due to business conditions, and the ILA agrees that there shall be no strikes or work stoppages by

the employees, except as permitted in the Containerization Agreement, in Article VII, Section 4(c), and in Article XIV, Section 6(g) of this Master Contract.

Section 2. Bona Fide Picket Line.

The right of employees not to cross a bona fide picket line is recognized by Management.

**ARTICLE XVII
TERM OF AGREEMENT**

The term of this Master Contract shall be for six (6) years, from October 1, 2018, through and including September 30, 2024.

**ARTICLE XVIII
SUBSCRIPTION AND SIGNATORIES**

Section 1. Refusal to Work.

If any carrier does not subscribe to this Master Contract, the ILA shall have the right not to work on the loading and discharging of its ships or any work ancillary thereto.

Section 2. Non-Subscribers.

If any employer of employees covered by this Master Contract does not subscribe to this Master Contract, the ILA shall have the right not to engage in any work for that employer at facilities operated by the employer. No persons or entities shall have any right to any part of any benefit flowing from this Master Contract, unless they or any entities or local unions that represent them have subscribed to and agreed to be bound by this Master Contract. Such subscription shall be accomplished only with the joint consent of USMX and the ILA as to persons who are not members of USMX or of any port-association member of USMX.

Section 3. Fringe-Benefit Assessment.

No assessment for fringe benefits or any other expense shall be imposed upon the carrier members of USMX or carrier signatories to this Master Contract, or any of them, by any entity, whether Management, Labor, or Joint, which is not a named party to this Master Contract, without the prior written authorization of USMX. No change in any fringe-benefit assessment by any port or district shall be made without prior consultation with USMX and the ILA.

**ARTICLE XIX
MISCELLANEOUS**

Section 1. Headings.

The article and section headings contained in this Master Contract are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Master Contract.

Section 2. Severability.

Should any provision of this Master Contract or any trust agreement created hereunder be voided or otherwise held to be unenforceable by any tribunal of any kind, then USMX and the ILA shall immediately meet for the purpose of substituting provisions designed to accomplish the same purposes. Any disagreement under this provision shall be arbitrable in accordance with the provisions of Article XIV, Section 6 of this Master Contract.

Section 3. Ratification.

This Master Contract settles all issues between the parties and has been ratified by the members of USMX and by the members of the ILA.

Section 4. Amendments.

No amendment of any provision of this Master Contract shall be valid, unless the same shall be in writing and signed by the parties.

Section 5. Joint Contract Implementation Team.

Upon execution of this Master Contract, the parties will create a Joint Contract Implementation Team to take all required action to implement this Master Contract.

Section 6. Data Collection

USMX and the ILA in conjunction with all ports on the East and Gulf Coasts where employees are receiving benefits provided by the Master Contract shall jointly collect data related to implementation and administration of the Master Contract and the negotiation of future agreements. USMX and the ILA will each designate four individuals to serve on the Central Data-Collection System Governance Committee. Those individuals will be responsible for establishing limitations upon access to the data collected, preserving the confidentiality of the data collected, and approving the dissemination of data to USMX and to the ILA for collective bargaining purposes.

Section 7. Existing Terms and Conditions

- (a) All the terms and conditions of the 2012-2018 Master Contract, including all extensions and amendments thereto as well as all decisions and determinations of the various USMX-ILA Committees and Boards, including the USMX-ILA Industry Resource Committee, shall remain in full force and effect during the entire term of this Agreement from October 1, 2018, to and including September 30, 2024, except as modified by the terms of this Master Contract.
- (b) The parties specifically reaffirm their commitment to the following provisions in the 2012 Master Contract:
 - i. Joint Contract Implementation Team -Article XIX, Section 5;

- ii. Labor Adjustor System - Article VII, Section 4(b);
 - iii. Study of Port Authority Model - Article VII, Section 7(a);
 - iv. Dedicated Workforce for Stuffing and Stripping - Article VII, Section 9; and
 - v. CBP Inspections - Article VII, Section 13.
- (c) The parties reaffirm their commitment to discuss the following issues.
- i. Define what constitutes shipper-controlled containers as opposed to carrier-controlled containers;
 - ii. Determine whether security yards violate the batching rule of the Master Contract;
 - iii. Develop a verifiable system for auditing jobs created by technology;
 - iv. Consider the implementation of a national Port of Discovery system for monitoring major damage containers; and
 - v. Consider the impact of the change in the carrier genset model.
- (c) This Master Contract settles all issues between the parties relating to all crafts.

IN WITNESS WHEREOF the parties hereto have executed this Master Contract as of

the date first above written.

UNITED STATES MARITIME ALLIANCE,
LTD.

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO

By S/ David F. Adam
David F. Adam,
Chairman/CEO

By S/ Harold J. Daggett
Harold J. Daggett,
President

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APPENDIX A

CONTAINERIZATION AGREEMENT

1. The Agreements of "Management" shall set forth the work jurisdiction of employees covered by the said Agreements in the following terms:

Management and the Carriers recognize the existing work jurisdiction of ILA employees covered by their agreements with the ILA over all container work which historically has been performed by longshoremen and all other ILA crafts at container waterfront facilities. Carriers, direct employers and their agents covered by such agreements agree to employ employees covered by their agreements to perform such work which includes, but which is not limited to:

- (a) the loading and discharging of containers on and off ships
- (b) the receipt of cargo
- (c) the delivery of cargo
- (d) the loading and discharging of cargo into and out of containers
- (e) the maintenance and repair of containers
- (f) the inspection of containers at waterfront facilities (TIR men).

As pertains to (e) above, the Carriers Container Council is and shall remain party to the Charleston Container Maintenance and Repair Contract, effective October 1, 1980 on behalf of all of its members and agrees that an identical contract binds its members as to container maintenance and repair in each South Atlantic port. It is further agreed that the Carriers shall only use vendors who have subscribed to such agreements. Fringe benefit coverage shall be under the South Atlantic Funds including GAI, Vacation, Holiday, Container Royalty and local deepsea Welfare and Pension Funds. It is further agreed that each Carrier shall subscribe to the foregoing.

2. Management, the Carriers, the direct employers and their agents shall not contract out any work covered by this agreement. Any violations of this provision shall be considered a breach of this agreement.

3. Management and the Carriers agree that the payment of container royalties, as [hereinafter] provided in their agreements, is of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then

Management and the Carriers shall provide, by some other form of assessment, for the payment of equivalent amounts to be used for the same purposes as said container royalties are presently used.

(NOTE: Sections 4, 5, 6 and 7 have been deleted.)

8. **Termination of Agreement:** If any article, section, paragraph, clause or phrase of this Agreement shall, by any state, Federal or other law, or by any decision of any Court or Administrative Agency, be declared or held illegal, void or unenforceable, or be enjoined in any port where the Rules on Containers, hereinafter, are in effect the entire Agreement shall terminate upon sixty (60) days written notice to the other party hereto, in such event, the parties agree to enter into negotiations and either party shall have the right to renegotiate any and all terms of the Master Agreement. If no agreement is reached within the sixty (60) days notice period, the ILA shall have the right to strike and Management shall have the right to refuse to hire employees under this Agreement. The negotiations referred to above shall, under no condition, be subject to grievance or arbitration under this agreement or under any Local Agreement.

9. **Violations of Agreement:** This Agreement defines the work jurisdiction of employees and prohibits the subcontracting out of any of the work covered hereby. It is understood that the provisions of this Agreement are to be rigidly enforced in order to protect against the further reduction of the work force. Management believes that there may have been violation of work jurisdiction, of subcontracting clauses, and of this Agreement, by steamship carriers and direct employers. The parties agree that the enforcement of these provisions is especially important and that any violation of such other provisions is of the essence of the Agreement. The Union shall have the right to insist that any such violations be remedied by money damages to compensate employees who have lost their work. Because of the difficulty of proving specific damages in such cases, it is agreed that, in place of any other damages, liquidated damages of \$1,000.00 for each violation shall be paid to the appropriate Welfare and Pension Funds. Liquidated damages shall be imposed by the Emergency Hearing Panel described below.

APPENDIX B

MANAGEMENT-ILA RULES ON CONTAINERS (As amended by Agreement of May 27, 1980)

PREAMBLE

This Agreement made and entered into by and between the carrier and direct employer members of the Management Port Associations (hereinafter referred to collectively as "Management") and the International Longshoremen's Association, AFL-CIO ("ILA"), its Atlantic Coast District ("ACD"), its South Atlantic and Gulf Coast District ("SA&GCD") and its affiliated local unions in each Management port ("locals") covers all container work at a waterfront facility which includes but is not limited to the receiving and delivery of cargo, the loading and discharging of said cargo into and out of containers, the maintenance of containers, and the loading and discharging of containers on and off ships.

Management agrees that it will not directly perform work done on a container waterfront facility (as hereinafter defined) or contract out such work which historically and regularly has been and currently is performed by employees covered by Management-ILA Agreements, including Management-ILA craft agreements, unless such work on such container waterfront facility is performed by employees covered by Management-ILA Agreements.

RULES

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other ILA crafts which was performed at deepsea waterfront facilities. These rules do not have any effect on work which historically was not performed at a waterfront facility by deepsea ILA labor. To assure compliance with the collective bargaining provisions, the following rules and regulations shall be applied uniformly in all Management Ports to all import or export cargo in containers:

DEFINITIONS

- (a) **LOADING A CONTAINER** - means the act of placing cargo into a container.
- (b) **DISCHARGING A CONTAINER** - means the act of removing cargo from a container.
- (c) **LOADING CONTAINERS ON A VESSEL** - means the act of placing containers aboard a vessel.
- (d) **DISCHARGING CONTAINERS FROM A VESSEL** - means the act of removing containers from a vessel.

(e) **WATERFRONT FACILITY** - means a pier or dock where vessels are normally worked including a container compound operated by a carrier or direct employer.

(f) **QUALIFIED SHIPPER** - means the manufacturer or seller having a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the export cargo being transported and who is named in the dock/cargo receipt.

(g) **QUALIFIED CONSIGNEE** - means the purchaser or one who otherwise has a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the import cargo being transported and who is named in the delivery order.

(h) **CONSOLIDATED CONTAINER LOAD** - means a container load of cargo where such cargo belongs to more than one shipper on export cargo or one consignee on import cargo.

RULE 3 - BATCHING

When an employer-member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are pending their delivery to a consignee (or after being received from a shipper and while waiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the ILA or any of its crafts, such use is deemed to be batching and an evasion of these Rules in violation of the Management-ILA contracts.

RULE 4 – HEADLOAD

Where a single qualified shipper sends an export container which contains all of his own cargo to a waterfront facility and such container is not full, the carrier or direct employer may load this container with additional cargo at the waterfront facility. On import cargo, the carrier or direct employer may discharge any such additional cargo and send the remaining cargo in the container to the qualified consignee. The loading or discharging of cargo at ILA ports shall be performed at a waterfront facility by deepsea ILA labor.

RULE 7 - NO AVOIDANCE OR EVASION

The above rules are intended to be fairly and reasonably applied by the parties. To obtain non-discriminatory and fair implementation of the above, the following principles shall apply:

- (b) *Containers Owned, Leased or Used* - Containers owned, leased or used by companies which are affiliated either directly or through a holding company with a carrier or a direct employer shall be deemed to be containers owned, leased or used by a carrier or direct employer. Affiliations shall include subsidiaries and/or affiliates which are effectively controlled by the carrier or direct employer, its parent, or stockholders of either of them.

- (c) *Liquidated Damages* - Failure to load or discharge a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule 1 and Rule 2 shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been loaded or discharged under the Rules, then the carrier or its agent or direct employer shall pay, to the joint Container Royalty Fund, liquidated damages of \$1,000 per container which should have been loaded or discharged. If any carrier does not pay liquidated damages within 30 days after exhausting its right to appeal the imposition of liquidated damages to the Committee provided in Rule 9(1) below, the ILA shall have the right to stop working such carrier's containers until such damages are paid.

RULE 10 - CONTAINER ROYALTY PAYMENTS

The two Container Royalty payments, effective in 1960 and 1977 respectively, shall be continued and shall be used exclusively for supplemental cash payments to employees covered by the Management agreements, and for no other purpose. The remaining royalty payment effective in 1971, also shall be continued and shall be used for fringe benefit purposes only, other than supplemental cash benefits, which purposes are to be determined locally on a port-by-port basis. The Container Royalty payments shall be payable only once in the continental United States. They shall be paid in that ILA port where the container is first handled by ILA longshore labor, at longshore rates. Containers originating at a foreign port which are transshipped at a United States port for ultimate destination to another foreign port ("foreign-sea-to-foreign-sea containers") are exempt from the payment of container royalties. Container Royalty payments shall be asserted against all containers moving across the continental United States by rail or truck in the foreign-to-foreign "LANDBRIDGE" system.

Management and the Carriers agree that the payment of Container Royalties as provided in their agreements is of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then Management and the Carriers shall provide by some other form of assessment for the payment of equivalent amounts to be used for the same purposes as said Container Royalties are presently used.

APPENDIX C

MAJOR DAMAGE CRITERIA FOR CONTAINERS

As provided in Article IX, section 3(a) of the Master Contract, the following is a definition of the criteria adopted by the ILA/Carrier Master Contract Committee for a container with major damage. Nothing herein contained shall be deemed to limit the work jurisdiction of the ILA in accordance with the Containerization Agreement.

The definition of a container having major damage shall be any container or container component which causes the loss of structural integrity to a point in which it creates an unsafe condition.

Major damage to the following critical component connections shall constitute loss of structural integrity and shall be considered an unsafe condition:

- 1) Bottom rail to corner post severed
- 2) Top rail to corner post severed
- 3) Top corner fitting to corner post severed
- 4) Bottom corner fitting to corner post severed

The above discernible major damage is supplemented by the following, any of which is considered major damage.

| Connection | Description |
|---------------------------------|---|
| All rails including side rails: | Holed, cut, torn, cracked or broken component and/or welds not to include flanges, of more than 2 inches vertical or 3 inches horizontal. Bend, dent or bow, not to include flanges, of 3 inches or more deep, and 20% of the length, or any container out of square causing fittings not to connect. |
| Headers and sills: | Holed, cut, torn, cracked or broken component and/weld, not to include flanges, of more than 2 inches vertical, or 3 inches horizontal. Bend, dent or bow, not to include flanges, of 3 or more inches deep; or any container out of square, causing fittings not to connect. |

| | |
|---|---|
| All exterior panels, including side but not roof panel (roof panel is outlined below) | Any one cut more than 19 inches. |
| Top corner fitting | Cracked weld, cracked fitting or bent to not fit into a container cell. |
| Bottom corner fitting | Cracked weld, cracked fitting or bent to not fit into a container cell |
| Crossmembers | If 3 or more adjacent cross members are severed, missing or damaged at any point, it should be repaired. |
| Door assembly | Damages affecting the proper opening or closing of the door or locking mechanism. |
| Roof panel | Cut or severed more than 36" |
| Roof bows | 3 or more adjacent bows disconnected. |
| Corner posts | Holed, cut, torn or cracked; broken component and/or welds. Any single deformation such as bend, bow, bent, more than 2 inches deep and ten inches long or causing fittings not to connect or be out of square. |
| Floors | Flooring that has a hole that is at least nine inches by nine inches that has broken through to the container undercarriage, is unpatched, visible during inspection, excluding preexisting repairs. |
| Major structural damage | Container out of cube so as not to fit in slot or cannot be lifted by a container spreader. |

Normal wear and tear, holes and dents or compression lines do not cause a loss of structural integrity and, therefore, do not constitute major damage or an unsafe condition.

However, the above does not constitute the removal of roadability and FWHA inspections presently performed by ILA maintenance men or otherwise limit the work jurisdiction of the ILA in accordance with the Containerization Agreement of the Master Contract. No repairs can be made to circumvent major damage. Any major damaged items documented on the estimate shall be repaired, once the estimate has been approved.

MAJOR DAMAGE CRITERIA FOR CHASSIS

| Component Part | Type of Damage |
|---------------------|--|
| Brakes | Cracked or damaged air tanks and missing components including air lines and chambers, lining worn to 1/4" at centers and relay valves which are inoperative. |
| Broken wheel studs | More than one stud broken or missing. |
| Oil seals | Leaking and hub oil caps. |
| Seven way Plug | Receptacle missing, broken or inoperative. |
| Landing legs | Gear box and/or legs bent or bowed to the point of being inoperative. |
| Suspension | Cracked or components missing or damaged beyond useful function. |
| Axels | Loose radius rods and/or out of alignment as to cause unsafe tracking. |
| Twist locks | Bent so as to be inoperative or missing handles. |
| Front lock pins | Bent so as to be inoperative or missing pins or locking tab hold handle. |
| Bolsters/Goosenecks | Bent to the point of not accepting a container and allowing the container to be locked down. |
| Frame | Bent or cracked welds at critical points such as gooseneck to Frame rails, frame to bolsters, cross members, frame to leg mounting boxes, and frame to suspension points so as not to allow the container to be locked down. |
| ICC Bumper | Missing, if required by original equipment manufacturer, or so severely damaged or bent so as not to function as a bumper. To comply with Federal regulations. |
| Wheel hubs | Loose, or missing so as to make chassis inoperative. |
| 5th Wheel | Cracked at gooseneck. Note: this type of damage can only be ascertained during a PM |

All deadline chassis must have deadlining reason clearly stated on the TIR and the unit tagged before the carrier will accept it as a deadline.

When a refrigerated container cannot operate to carry refrigerated cargo due to a mechanical failure, the ILA shall retain its jurisdiction to repair such failures. However, it is understood that the Carriers retain their right to reposition refrigerated containers to accommodate cargo.

APPENDIX D

STEIN AWARD

In the Matter of the Arbitration between
NEW YORK SHIPPING ASSOCIATION
and
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION

AWARD

The Undersigned, constituting the Board of Arbitration created pursuant to Paragraph 13 of the Memorandum of Settlement entered into by the parties above-named on December 3, 1959, for the purpose of arbitrating disagreements between them as to Paragraph 8(b) of said Memorandum of Settlement, have heard the allegations and received the witnesses and proofs, and make the following Award:

1. The following is the action of a majority of the Board, Mr. Gleason dissenting: on containers which are loaded or unloaded away from the pier by non-ILA labor, the amounts set forth below shall be paid into a fund as provided by Paragraph 10 of said Memorandum of Settlement:

- a. On conventional ships, thirty-five (35) cents per gross ton.
- b. On partially-automated ships (conventional ships converted for handling vans and containers), where not more than two hatches have been converted for the handling of containers, seventy (70) cents per gross ton.
- c. On partially-automated ships (conventional ships converted for handling vans and containers), where not more than forty (40) percent of the ship's bale cube has been fitted for containers, seventy (70) cents per gross ton.
- d. On ships where more than two hatches have been converted or fitted for the handling of containers, or where more than forty (40) percent of the ship's bale cube has been fitted for containers, one dollar (\$1.00) per gross ton.

2. The following is the action of a majority of the Board, Mr. McCarthy dissenting: The payments set forth in Paragraph 1 above shall be retroactive to July 1, 1960.

3. The following is the unanimous action of the Board. The payments set forth in Paragraph 1 shall continue for the duration of the current collective bargaining agreement between

the parties. However, on or after October 1, 1961, the parties shall have the right to seek adjustments on the rates of payment upon the ground, in the case of the International Longshoremen's Association, that there has occurred a substantial increase in the impact of containers upon employment opportunities, or, in the case of the New York Shipping Association, upon the ground that there has been no or a substantially decreased impact of containers upon employment opportunities. In the event that the parties shall fail to agree upon a revision, if any, in the rates of payments, the matter shall be treated like a grievance arising under their collective bargaining agreement.

November 16, 1960
EMANUEL STEIN, *Chairman*
F.M. McCARTHY
THOMAS W. GLEASON

APPENDIX E

CARIBBEAN BASIN INITIATIVE

WHEREAS, the United States Maritime Alliance, Ltd. (“USMX”) and the International Longshoremen’s Association, AFL-CIO (“ILA”) are parties to the USMX-ILA Master Contract (“Master Contract”), which establishes the terms and conditions of employment for employees represented by the ILA working on ships and terminals in ports on the East and Gulf Coasts of the United States in container and ro/ro operations; and

WHEREAS, the term of the current Master Contract started on October 1, 2012 and ends on September 30, 2018; and

WHEREAS, pursuant to the Master Contract, every carrier that is bound to the Master Contract (with the exception of carriers operating in specific trade lanes) must pay on every weight ton of cargo handled by ILA-represented employees in the ports covered by the Master Contract a combined assessment of five dollars and ten cents (\$5.10) consisting of the assessments listed immediately below:

| | |
|---|------------|
| 1. First Container Royalty | \$1.00 |
| 2. Second Container Royalty | \$1.00 |
| 3. Third Container Royalty | \$1.00 |
| 4. Carrier-ILA Container Royalty Fund No.4 | \$1.15 |
| 5. Carrier-ILA Container Royalty Fund No. 5 | 70¢ |
| 6. Carrier-ILA Container Freight Station Trust Fund | <u>25¢</u> |
| Total: | \$5.10; |

and

WHEREAS, USMX and the ILA recognize that the assessment of five dollars and ten cents (\$5.10) per weight ton affects the ability of carriers using ILA employees to compete in specific trade lanes; and

WHEREAS, USMX and the ILA have agreed to reduce the five dollars and ten cents (\$5.10) per weight ton assessment to fifty-five cents (55¢) per weight ton during the life of the Master Contract, and in extensions of this Master Contract and subsequent Master Contracts.

NOW, THEREFORE, USMX and the ILA agree to the following terms:

1. Effective January 1, 2015, the combined assessment of five dollars and ten cents (\$5.10) per weight ton on tons destined to or from the Caribbean Basin and handled by ILA-

represented employees in the ports of Jacksonville, Southeast Florida, Tampa, Mobile, New Orleans, and ports in the West Gulf of the United States (hereinafter the “Affected Ports”) shall be reduced to fifty-five cents (55¢) per weight ton, all of which shall be used to fund the First and Third Container Royalties.


2. The Caribbean Basin consists of ports in the following areas or countries:
 - a. all islands in the Caribbean;
 - b. East Coast of Mexico;
 - c. East Coast of Central America;
 - d. Colombia;
 - e. Venezuela;
 - f. Ecuador;
 - g. Guyana;
 - h. Suriname;
 - i. French Guiana; and
 - j. Peru.
3. Any local container royalty fund under the Master Contract in the Affected Ports that incurs reduced First Container Royalty and Third Container Royalty contributions as a result of this Fifth Amendment shall be reimbursed jointly by USMX and the ILA on an equal basis up to \$4 million each Contract Year from the excess collections defined in section D(2) of the August 28, 2013 Memorandum of Settlement. Any reduced First Container Royalty and Third Container Royalty contributions in each Contract Year that exceed \$4 million will be paid by USMX.
4. This Amendment shall not affect any other reduction in any assessment per weight ton adopted in any Master Contract port.
5. The parties agree that 18 months after the commencement date of this Fifth Amendment, the parties will review whether or not to continue this Amendment.

**UNITED STATES MARITIME
ALLIANCE, LTD.**

By: 
David F. Ariam
Chairman

Date: 11/10/14

**INTERNATIONAL LONGSHOREMEN’S
ASSOCIATION, AFL-CIO**

By: 
Harold J. Daggett,
President

Date: 11/5/14

NOTES

NOTES

ANNEX B

ANNEX B

NYSA-ILA ASSESSMENT AGREEMENT

This Agreement was made and entered into effective the 1st day of October, 2018, between the New York Shipping Association, Inc. (“NYSA”) and the International Longshoremen’s Association, AFL-CIO (“ILA”).

WITNESSETH:

WHEREAS, on March 1, 2016, the NYSA-ILA Assessment Agreement was entered into between the parties and filed with the Federal Maritime Commission (FMC) as FMC Agreement No. 201232; and

WHEREAS, thereafter the parties filed two amendments to FMC Agreement No. 201232; and

WHEREAS, in light of the new collective bargaining agreement between the parties covering the period from October 1, 2018, through and including September 30, 2024, the parties have decided to adopt this new NYSA-ILA Assessment Agreement, which incorporates all the prior amendments to FMC Agreement No. 201232 into a single agreement;

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein, the parties hereto agree as follows:

**ARTICLE I
PURPOSE**

This Agreement establishes the assessment program for the funding of obligations arising under NYSA-ILA collective bargaining agreements. These obligations include fringe benefit costs and related expenses for pension, welfare, including contributions required under the Master Contract to the Management-ILA Managed Health Care Trust Fund, vacations, holidays, training

costs, supplemental cash benefits in lieu of travel time, additional labor costs for staff employees incurred by terminal operators for weekend hiring, and labor contract administrative costs, including the administrative expenses of NYSA. FMC Agreement No. 201232 and amendments thereto, which were in effect prior to October 1, 2018, are hereby revoked and replaced by this Agreement.

ARTICLE II DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

Section 1

The term "Assessment Ton" shall mean 2,240 pounds or 40 cubic feet, whichever is greater, except that an Assessment Ton for any automobile, bus, truck, or other operable, self-propelled vehicle, machinery, or equipment weighing more than 15,000 pounds that can be driven on or off a vessel shall be a weight ton of 2,240 pounds only.

Section 2

The term "Automobile Assessment" shall mean a unit assessment on automobiles, buses, trucks, or other operable, self-propelled vehicles, machinery, or equipment weighing no more than 15,000 pounds that can be driven on or off a vessel. Any automobile, bus, truck, or other operable, self-propelled vehicle, machinery, or equipment weighing more than 15,000 pounds that can be driven on or off a vessel shall be assessed at the rate for breakbulk cargo on a weight ton basis only.

Section 3

The term "Banana Assessment" shall mean a unit assessment on uncontainerized shipments of bananas at a rate per individual box or carton of bananas. Containerized bananas shall be subject to the Container Unit Assessments.

Section 4

The term “Bermuda-Trade” shall apply to all cargoes and containers originating in or destined to Bermuda and shall exclude cargoes and containers which are merely transshipped, relayed, or restowed in a Bermudian port.

Section 5

The term “Center of the Port” shall mean Columbus Circle in the City, County, and State of New York.

Section 6

The term “Container” shall mean a receptacle or conveyance for the transport of cargo that measures at least 20 feet in length. The contents of any smaller receptacle or conveyance shall be assessed as breakbulk cargo.

Section 7

The term “Contract Year” shall mean the fiscal year ending September 30.

Section 8

The terms “Domestic Cargo” and “Domestic Trade” shall apply to cargoes and containers moving in the coastal or intercoastal trades of the United States but shall not include cargoes or containers moving to or from Puerto Rico, Hawaii, or Alaska, or any other point outside the continental limits of the United States.

Section 9

The term “Excepted Cargoes” shall include uncontainerized Domestic Cargo, uncontainerized bagged cocoa, lumber in shipload quantities, bulk cargo (carried without mark or

count, including scrap and sugar), newsprint, and uncontainerized cargoes, such as steel products, raw unfabricated metals, linerboard, waste paper, cardboard, plywood, printing paper, and oil drilling rigs, which move in specified minimum lots to be fixed by the NYSA-ILA Contract Board and which are subject to such other conditions as shall be established by the NYSA-ILA Contract Board.

Section 10

The term “Excepted Cargo Assessment” shall mean a work-hour assessment applicable to all hours worked in or relating to the handling of Excepted Cargoes.

Section 11

The term “House Container” shall mean a container handled at a waterfront facility in the Port intact without stuffing or stripping.

Section 12

The term “House Container Outside 260 Miles” shall mean either (1) a loaded export House Container that originates from a shipper at a point on the North American mainland that is more than 260 highway miles from the Center of the Port and is received at the gate of the marine terminal in the Port after transport by truck from its origin point to the Port or (2) a loaded import House Container that enters the Port at a berth after transport by vessel and is destined to be delivered to a consignee by truck at a point on the North American mainland that is more than 260 highway miles from the Center of the Port.

Section 13

The term “House Container Within 260 Miles” shall mean either (1) a loaded export House Container that originates from a shipper at a point on the North American mainland that is 260 or

fewer highway miles from the Center of the Port and is received at the gate of the marine terminal in the Port after transport by truck from its origin point to the Port or (2) a loaded import House Container that enters the Port at a berth after transport by vessel and is destined to be delivered to a consignee by truck at a point on the North American mainland that is 260 or fewer highway miles from the Center of the Port.

Section 14

The term “Inland Container” shall mean a container delivered to a waterfront facility in the Port other than by water and transported other than by water to another port for export or an import container discharged in another port other than a United States West Coast port and delivered to a waterfront facility in the Port other than by water for delivery to a consignee.

Section 15

The term “Mafi” shall mean a non-self-propelled open receptacle or conveyance used for transporting cargo from a terminal onto a ship or from a ship onto a terminal that is not permitted on a public road and that measures at least 20 feet in length.

Section 16

The term “Military Cargo” shall mean cargo owned by or transported for the account of the Armed Forces of the United States.

Section 17

The term “Military Container” shall mean a container loaded with Military Cargo.

Section 18

The term “Passenger Assessment” shall mean a work-hour assessment applicable to hours

worked in passenger operations, where the carrier's revenue is derived almost exclusively from the sale of passenger accommodations.

Section 19

The term "Pier-Container" shall mean a container which is stuffed or stripped at a waterfront facility in the Port by longshore employees covered by NYSA-ILA collective bargaining agreements.

Section 20

The term "Port" shall mean the Port of New York and New Jersey.

Section 21

The term "Puerto-Rico-Trade" shall apply to all cargoes and containers originating in or destined to Puerto Rico and shall exclude cargoes and containers which are merely transshipped, relayed, or restowed in a Puerto Rican port.

Section 22

The term "Restowed Container" shall mean an in-transit loaded or empty container not consigned to the Port which in the same handling operation in the Port is unloaded from a vessel and then reloaded onto the same vessel for carriage to a final United States or foreign port of discharge.

Section 23

The term "Tonnage Assessment" shall mean the assessment on a tonnage basis applicable to Tonnage Assessable Cargoes.

Section 24

The term “Tonnage Assessable Cargoes” shall mean all uncontainerized breakbulk cargo transported by vessel in the Port that is not subject to any other special assessment, including but not limited to livestock; yachts; perishable fruit; and automobiles, buses, trucks, or other operable, self-propelled vehicles, machinery, or equipment weighing in excess of 15,000 pounds that can be driven on or off a vessel.

Section 25

The term “Transshipped or Relayed Container” shall mean an in-transit loaded container not consigned to the Port which is transferred from one vessel to another vessel in the Port for carriage to a final United States or foreign port of discharge.

Section 26

The term “Vessel” shall mean a ship, boat, barge, or other craft, whether or not self-propelled, used for the transport of cargo by water.

Section 27

The term “Rail Container” shall mean either (1) an import House Container loaded with cargo that enters the Port after being transported by vessel and which is delivered to the consignee by rail, or (2) an export House Container loaded with cargo which is received at the gate of a marine terminal in the Port after transport by rail from its inland origin point.

Section 28

The term “Waste Container” shall mean a container used to carry municipal solid waste.

ARTICLE III ASSESSMENTS

Section 1 - Special Assessments

The NYSA-ILA Contract Board shall establish the rates for the following special assessments: Automobile Assessment, Banana Assessment, Excepted Cargo Assessment, Mafi Assessment, Passenger Assessment, and Tonnage Assessment. The rates for these special assessments in effect under this Agreement, with the exception of the Mafi Assessment, are set forth in Exhibit A attached hereto. The rates for the Mafi Assessment are set forth in Article III, Section 3.

Section 2 - Container Unit Assessments

Containerized cargoes shall be assessed on a per container basis each time the container is loaded on or unloaded from a vessel in the Port. The Container Unit Assessments shall be established by the NYSA-ILA Contract Board. The Container Unit Assessments in effect under this Agreement are set forth in Exhibit A attached hereto.

The categories for "Containers Loaded with Wastepaper, Cardboard, Used Clothing or Rags," "Military Containers," and "Pier-Containers" have been eliminated, and a container previously assessed in these categories, except for a "Pier-Container," shall be assessed as any other containerized cargo. A Pier-Container shall be assessed as a House Container Within 260 Miles.

Effective May 1, 2016, all House Containers Within 260 Miles in all trades, except in the Bermuda-Trade, shall be assessed at \$89.00 per container. The assessment rate per House Container Within 260 Miles in the Bermuda-Trade and the assessment rate per Empty Container in the Bermuda-Trade shall be \$25.00.

House Containers Outside 260 Miles in all trades shall be assessed at \$21.00 per container.

Effective March 1, 2015, loaded Waste Containers shall be assessed at the rate of \$17.20 per container when transferred from barge-to-rail. In addition, empty Waste Containers shall be assessed at the rate of \$17.20 when transferred from rail-to-barge.

Effective July 1, 2007, Rail Containers shall be assessed at the rate of \$10.00 per container.

Restowed Containers and empty containers transshipped or relayed by barge are not subject to any Container Unit Assessment.

Section 3 - Mafi Assessment

A Mafi shall be assessed as follows: (1) a Mafi with forty-three or fewer long tons of cargo shall be assessed a unit charge of \$150; (2) a Mafi that transports more than forty-three long tons of cargo shall be assessed on a Tonnage Assessment basis; (3) an empty Mafi shall be assessed a unit charge of \$40; and (4) a stack of empty Mafis, up to a maximum of four, shall be assessed at \$40 per stack.

Section 4 - Adjustments

The NYSA-ILA Contract Board may adjust prospectively the Container Unit Assessments and Special Assessments from time-to-time on the basis of experience with respect to costs, hours, tonnages, and other relevant facts. An adjustment may be an increase or a decrease in rates or other assessment changes. Any adjustment shall be effective for future periods on such date as the Contract Board shall establish.

Section 5 - Savings Clause

All tonnage definitions, measurement conversion factors, excepted cargo categories, and special assessments in effect under NYSA-ILA Tonnage Assessment Agreement No. LM-86, NYSA-ILA Assessment Agreement No. 201-000091, NYSA-ILA Assessment Agreement No. 201-011077, NYSA-ILA Assessment Agreement No. 201-200063, NYSA-ILA Assessment Agreement No. 201140, and NYSA-ILA Assessment Agreement No. 201162 shall continue in effect under this Agreement except as expressly modified herein.

ARTICLE IV COLLECTIONS

Section 1

Each carrier (both private and governmental) shall be solely responsible for the payment of any assessments provided for in this Agreement. Any direct employer who performs work for any carrier that has not subscribed to the NYSA-ILA collective bargaining agreements, including this Assessment Agreement, shall be responsible for those assessments that should have been paid by such carrier. The ILA may refuse to supply labor to work the vessels or cargo of any carrier which has failed to comply with the provisions of this Assessment Agreement or to work for any direct employer that has failed to pay the assessments of non-subscribing carriers.

Section 2

The assessments provided for in this Agreement shall be paid to NYSA for transmittal to the NYSA-ILA Fringe Benefits Escrow Fund, after deduction therefrom of those portions designed to fund pension obligations and NYSA administrative expenses. The pension portion shall be paid by NYSA directly to the NYSA-ILA Pension Trust Fund and NYSA-ILA Money Purchase Pension

Fund and Plan. The portion designed to fund NYSA's administrative expenses shall be retained by NYSA, and the union members of the Contract Board shall have no voice in the amount or use of that part of the assessments raised for the administrative support of NYSA.

ARTICLE V ADMINISTRATION

Section 1

The administration and implementation of this Assessment Agreement shall reside in the NYSA-ILA Contract Board. The Contract Board shall have all powers necessary to implement this Agreement including, but not limited to, the following:

- (a) To require the filing by carriers and direct employers of such reports on work-hours, container movements, and tonnages as it may deem necessary;
- (b) To provide the time and conditions under which assessment payments are to be made, as well as to require such surety bonds from carriers, carrier agents, and direct employers as may be necessary to assure payment of the assessments provided for in this Agreement;
- (c) To carry out the provisions of this Agreement, including but not limited to, the fixing and modification of the assessment rates and charges provided for in article III of this Agreement;
- (d) To provide for the audit of any assessment reports, to collect deficiencies indicated by such audits, and to set up procedures to assure proper reporting and payment;
- (e) To issue interpretations and rulings with respect to any of the provisions of this Agreement; and,

- (f) To provide hearings meeting all the reasonable requirements of due process to any and all persons desiring to be heard on any assessment issue.

Section 2

The Contract Board is empowered to modify the assessments, rates, and charges provided for in this Agreement, to alleviate peculiar and isolated hardships for specific carriers, trades, or commodities by exempting them in whole or in part from any of the assessments provided for in this Agreement, to modify the definition of an Assessment Ton with respect to any specific cargo, to devise conversion factors determining the cubic measurement of any specific cargo, to develop factors or formulae for determining work-hours, tonnages, or other data necessary to facilitate the imposition and collection of the assessments prescribed in this Agreement, and to establish special assessments for specific cargoes. The Contract Board shall have the right to take these actions upon its own motion or pursuant to a request filed by any carrier, direct employer, or other interested party. Any such request should be properly supported by statistical or other proof. In hearing and determining such requests, the Contract Board shall take into consideration all pertinent factors, including but not limited to:

- (a) prevention of any potential diversion of cargo from the Port;
- (b) maintenance of equitable and non-discriminatory rules with respect to all cargo;
- (c) assurance that any assessment charges bear a reasonable relationship to responsibility for fringe benefit costs;
- (d) continued ability to meet obligations under the NYSA-ILA collective bargaining agreements; and;

- (e) encouragement of the utilization of longshore labor in the Port.

Section 3

Decisions of the Contract Board under this Agreement shall be final and binding and shall have the same force and effect as an arbitration award. Any matter resulting in a deadlock vote on the Contract Board shall be referred to immediate arbitration in accordance with the grievance and arbitration provisions of the NYSA-ILA collective bargaining agreements.

ARTICLE VI EFFECTIVE DATE

Section 1

This Agreement shall become effective on October 1, 2018 unless otherwise stated and shall continue in effect for the term of the current NYSA-ILA Collective Bargaining Agreement and all succeeding extensions or agreements. Either party, however, shall have the right to renegotiate this Agreement whenever the NYSA-ILA Collective Bargaining Agreement expires and is subject to renegotiation.

Section 2

If for any reason this Agreement may not be implemented as written because of any governmental action, the ILA shall have the right upon 60 days' written notice to cancel this Agreement and to renegotiate a new agreement on the method of funding fringe benefits. If agreement is not reached within such 60 day period, the ILA shall have the right not to work, and NYSA employers shall have the right not to order in ILA employees for work. The provisions of this section shall not be arbitrable.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their principal officers effective on the day and year first above written.

NEW YORK SHIPPING ASSOCIATION, INC.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

By s/John J. Nardi
JOHN NARDI,
President

By s/Harold J. Daggett
HAROLD J. DAGGETT,
President

EXHIBIT A
NYSA-ILA Assessment Agreement Effective October 1, 2018

I. Container Assessments

| | Assessment |
|---|--|
| House Containers Within 260 Miles – Bermuda -Trade All Other Trades | \$25.00 – Eff. 10/1/12 \$89.00 – Eff. 5/1/16 |
| House Containers Outside 260 Miles | \$21.00 – Eff. 10/1/12 |
| Empty Container – Bermuda -Trade All Other Trades | \$25.00 – Eff. 10/1/12 \$40.00 – Eff. 10/1/12 |
| Transshipped or Relayed Containers | \$25.00 – Eff. 10/1/12 |
| Inland Containers | \$55.00 – Eff. 10/1/12 |
| Rail Containers | \$10.00 – Eff. 10/1/12 |

The categories for “Containers Loaded with Wastepaper, Cardboard, Used Clothing or Rags,” “Military Containers,” and “Pier-Containers” have been eliminated, and a container previously assessed in these categories, except for a “Pier-Container,” shall be assessed as any other containerized cargo. A Pier-Container shall be assessed as a House Container Within 260 Miles.

II. Waste Container Assessments

| | Assessment – Eff. 3/1/15 |
|---|---------------------------------|
| Waste Containers – Barge-to-Rail (full) Rail-to-Barge (empty) | \$17.20 \$17.20 |

III. Special Assessments

| | Assessment – Eff. 10/1/12 |
|---|----------------------------------|
| Automobile Assessment (per each automobile, bus, truck or other operable, self-propelled vehicle, machinery or equipment weighing no more than 15,000 lbs that can be driven on or off a vessel.) | \$8.15 |
| Banana Assessment (per box or carton for uncontainerized shipments) | \$.09 |
| Excepted Cargo Assessment (per work-hour) | \$14.00 |
| Passenger Assessment (per work-hour) | \$14.00 |
| Tonnage Assessment (Breakbulk Cargo – per Assessment Ton) | \$6.00 |
| Mafi Assessment | See Article III, Section 3. |

ANNEX C

ANNEX C
NYSA-ILA
CONTRACT BOARD

REQUIREMENTS FOR INDUSTRY LEAVE OF ABSENCE

In considering the provisions in the respective Seniority articles pertaining to a leave of absence, the NYSA-ILA Contract Board has adopted the following requirements for all crafts:

1. A leave of absence shall be granted only to an employee who has been employed in the industry for a minimum of 3 contract years with at least 700 work hours in each contract year.
2. A leave shall be for no more than 12 months' duration.
3. The leave must be approved in advance by the NYSA-ILA Seniority Board ("Seniority Board").
4. The applicant for a leave of absence must complete a leave of absence request form in quadruplicate, which will be obtained and completed at the applicant's local union.
5. The local union will countersign the completed form and retain a copy. It will then notify the applicant's employer by forwarding a copy of the form to the employer. The employer will have 10 business days to approve or object to the application.
6. If the employer objects to the application, the employer is required to provide the applicant with the reason(s) for its objection. The applicant is entitled to appeal the employer's decision to the Seniority Board, which is located at 10 Exchange Place, Jersey City, New Jersey 07302. The appeal is required to be in writing and must be filed within 10 business days of the employer's objection. The determination of the Seniority Board shall be final and binding.
7. If the employer approves the application, the local union will file a fully executed copy with the Seniority Board located at 10 Exchange Place, Jersey City, New Jersey 07302.
8. Thereafter, the Seniority Board will review the application and the eligibility requirements and determine whether the request will be granted.
9. If the application is granted, the applicant must then notify the Waterfront Commission.
10. If the applicant overstays his/her leave of absence, the applicant must file a request with the Seniority Board for the right to return to the industry setting forth the reason(s) for overstaying the leave of absence.

11. The Seniority Board will review the request and make a recommendation to the Contract Board setting forth the basis for the recommendation.
12. The Contract Board will then make a determination on the applicant's request which determination shall be final and binding.
13. If the applicant is permitted to return, the applicant will lose his/her seniority and be assigned to the lowest seniority available at the time of his/her return.
14. A leave of absence can be taken once a year and the total leave time may not exceed one year during the life of the employer's employment in the industry.
15. Upon an employee's written request, the Seniority Board shall have the authority to grant a one-time extension, not to exceed a period of six (6) months, in accordance with the following criteria:
 - (a) All requests for an extension must be in writing and received by the Seniority Board before the authorized, one-year leave of absence expires.
 - (b) The employer that authorized the leave of absence must consent to the extension.
 - (c) The Seniority Board shall have the authority to determine the length of the one-time extension based upon the facts presented by the employee, but such length shall not exceed six (6) months.
 - (d) The Seniority Board is not authorized to grant more than one extension.
 - (e) During the period in which an extension is granted by the Seniority Board, the employee's seniority will be preserved and the employee will not be removed from his list or gang position if he returns to industry employment when his extension expires. However, the extension period is not an allowable break in service under the Collective Bargaining Agreement (CBA). See Article XIV, Section 8(e)(iii) of the CBA. Consequently, the extension period will not count for purposes of continuous service under the CBA. See Article XIV, Section 8(d) of the CBA.
 - (f) Finally, if the employee does not return to employment at the end of the extension period, the employee shall be ineligible for reinstatement to industry employment.

ANNEX D

ANNEX D

BASIC SENIORITY PRINCIPLES GOVERNING DEEP SEA PRACTICES WITHIN SECTION 14*

IN ORDER TO FURTHER THE REMEDIAL OBJECTIVES mandated in the Order of the United States District Court for the Southern District of New York dated January 30, 2003 with respect to the elimination of harmful outside influences within Local 1588 of the International Longshoremen's Association (herein the "Union") and to further promote fairness, integrity and transparency with respect to hiring, job assignments, training and promotions within Section 14, the following principles will apply to and govern Deep Sea practices in Section 14 (Hudson County) for the mutual benefit of all concerned.

I. "PIER SENIORITY" SELECTION

"Pier Seniority" is the basic principle which governs selection practices in Section 14 for hiring, job assignments, training and promotion for each pier (employer or company) that has its own list of ILA Deep Sea members. Those list members are entitled to whatever employment, advantageous assignment, training or advancement opportunity is available with that pier or employer in the order of "pier seniority" selection – meaning selection in the exact order in which each employee's name appears upon the pier list, subject only to being passed over for lack of a required skill certification or established reasonable qualification.

The names of all employees appear upon the pier list in the order in which each worker came to that pier. "Pier seniority" reflects continuous employment on a particular pier and is not subject to adjustment. In the case of a new pier list starting or of an existing list expanding for additional workers, the order of "pier seniority" as among those workers who are transferring onto the pier and signing the open list shall be determined by the date of entry (or re-entry) into the industry as reflected (except as noted below) in their respective Waterfront Commission Numbers – selecting first from among those workers who are transferring to the pier list from a different pier within Section 14 and then as among each group from other sections according to the section rotation otherwise specified in the Contract.

II. "INDUSTRY SENIORITY" SELECTION

Whenever an employer has exhausted its pier list and requires additional workers, selection of the latter shall be through the PDO and same-day fill-in hiring system according to "industry

* References in this 2010 agreement are to the 2004-2010 Collective Bargaining Agreement. These provisions are now contained in Article XVII, Section 1(l) and (m) of the current Collective Bargaining Agreement.

seniority” – first from among those workers within Section 14 and then port-wide, according to the established rotation system for the respective sections as provided in Article XVI, Section 2(j) of the Collective Bargaining Agreement. Selection according to “industry seniority” as among Section 14 workers shall be based upon each worker’s Waterfront Commission Number within the applicable alpha card pool. Selection of workers from outside Section 14 shall be in accordance with the provisions of Article XVI, Sections 2(j) and 2(k) of the Collective Bargaining Agreement. The only basis for passing over a Section 14 worker with a lower Waterfront Commission Number to select a worker having a higher number is that the more senior worker does not have a required skill certification or reasonable qualification or the Waterfront Number does not correctly reflect that worker’s seniority in the industry because of a break in service of change in craft.¹

III . JOB-ASSIGNMENTS, TRAINING AND PROMOTION

Management and Labor in Section 14 recognize that certain assignments are more or less desirable because of earning differentials, break periods or other factors. Accordingly, workers with greater “pier seniority” have the right of first refusal of an assignment that is regarded as being more attractive. Less desirable assignments are then assigned in the order of inverse pier seniority recognizing, however, that periodically a particular less-attractive assignment might require special skills which the company has reasonably determined are possessed only by a more senior worker; and, in that event, the employer may as a matter of genuine necessity assign the less desirable job to a worker of greater seniority, but with a requirement upon the employer to train less senior workers to perform the function in question as quickly as is reasonably possible.

Training and promotion opportunities shall be allocated by seniority through a system that is transparent. Employers have an obligation to train list members for tasks that involve greater complexity before ordering in or opening the list to workers not on the pier list who have the training. In selecting for training and promotion opportunities, the employer shall first post a notice, where all workers can reasonably view it, for at least ten business days, advertising the opportunity so that all who are interested may apply and be considered. For training, the company shall select from among those workers who express an interest and have the requisite aptitude on the basis of “pier seniority.” For promotion, the company shall select by “pier seniority” from among those candidates who have expressed interest and have any required skill certification or reasonable qualifications. The reasonableness of any particular qualification and the reasonableness of an

¹ For all purposes within the scope of this protocol, the “ industry seniority” of those few workers who changed crafts or left the industry and, upon returning, received their original Waterfront Commission Number will be determined not on the basis of that number but, instead, on the basis of the actual date of re-entry or change of craft, being positioned last among those who entered the industry on the same date; and that determination of industry seniority, to be reflected in the PDO system, shall be in accordance with the resolution of the Seniority Board in its letter dated April 29, 2008, based upon the letter dated April 25, 2008 from Deputy Administrator of Local 1588 to James P. Melia of the New York Shipping Association.

adverse determination as to the qualifications of a particular candidate based upon a demonstrated record are subject to NYS-ILA grievance procedures. If the company selects a less senior person, it must demonstrate objectively that the more senior member is not reasonably qualified.

IV. INSUFFICIENT WORK

In the event that an employer in Section 14 has insufficient work (as determined by the Labor Adjustors, if necessary) to sustain a list or to afford salaried “staff” positions (Shop Steward, Foreperson or Hatch Boss), then the basic method for ordering-in labor, for the selection of a temporary shop steward and ILA foreperson and any hatch bosses, and for other job assignments for the particular unit of work in question shall be in accordance with the following provisions wherein “seniority” means that specified in Part II above.

Deep Sea members shall be ordered in as an ad hoc “gang” unit under the PDO system as specified in Part II above. Work assignments shall thereafter proceed in the following sequence: The Union shall appoint a Shop Steward for the particular job on the basis of being the most senior Section 14 member within the group of PDO’d workers who is pre-certified by Local 1588 as eligible to perform the duties and discharge the responsibilities of Shop Steward. The Employer shall then select the Foreperson and any gang hatch Boss(es) on the basis of having the highest Section 14 seniority and being qualified for the assignment, having due regard for the Employer’s right to establish reasonable qualifications for such responsibilities and to apply them reasonably to the selection process as aforesaid. The Employer shall next select from among the remaining PDO’d Deep Sea workers the necessary number of Van Drivers, Traffic Cops, Key-persons and any other generically similar special assignment for the particular job in the descending order of “Section 14 industry seniority” as aforesaid, as among those workers who are able and willing to perform the particular assignment – meaning that the more senior worker from within Section 14 who is able to perform a particular assignment will have the right of first refusal, regardless of “gang” designation, as to any assignment which that worker deems to be the more desirable; and the least desirable assignments shall accordingly be assigned in reverse order of seniority as specified, if no worker volunteers. Thereafter, the Lines shall be assigned in the necessary and customary number to the most senior PDO’d Deep Sea workers – provided that the right of first refusal shall be to the Foreperson, Shop Steward and Hatch Boss(es) in that order; and, if any of them declines, then the next offer in order shall be to the next most senior Deep Sea Longshore workers in the order of seniority, as aforesaid, who are able and willing to perform the work; and any rate differential for the Lines assignment shall be calculated in the manner which is customary within Section 14 or otherwise agreed upon in writing by the Union Executive Board.

The Employer under this exception for insufficient work shall act in good faith to insure that the Let-Go orders are realistic, so that the Line workers reasonably have the benefit of the customary contractual guarantees. Further, the Employer shall normally select the number of workers for “Breakout” or for other generically similar assignments, depending upon the job, from among those PDO’d Deep Sea workers who are qualified to perform the work in question according

to the seniority principles specified herein; and the minimum number assigned to Breakout or any such generically similar assignment shall be as agreed upon at the time the job begins by the Foreperson, the Shop Steward and the Hatch Boss(es) but shall not be less than is normal for Section 14 in similar situations unless the Union Executive Board agrees otherwise in writing. Finally, the burden shall be upon the Employer to justify the reasonableness of its position should an objection be posed at the time to any deviation from the provisions specified herein; and this exception for legitimate situations of necessity shall not afford a loophole by which a regular employer already in or coming into Section 14 can avoid the normal requirements.

V. ENFORCEMENT, EXCEPTIONS AND MODIFICATION

Any disagreement or dispute arising over the application of any aspect of these governing principles shall be subject to the NYSA-ILA Collective Bargaining Agreement grievance procedure for resolution.

The Union and an Employer may enter into a written agreement to provide for a very limited exception to the seniority-based method of ordering-in or for job assignments in order to achieve a legitimate objective upon which the list members affected have voted their agreement. For example, (1) to order-in a small number of lower seniority workers towards the end of the fiscal year on a preferential basis so that they can make the basic minimum hours in order to qualify for benefits; or (2) to select less senior equipment operators periodically so that they can maintain their category. Any such exception shall be very narrowly drawn so as not to undermine the stated objectives herein; and, nothing contained herein shall be construed as undermining or being inconsistent with any provision of the various written agreements which are currently in effect between the Union and certain Employers in the Section.

Finally, in the event of a serious change of circumstances, the Union and one or more Employers may determine that the principles stated herein are operating to the detriment of the affected members and the industry and that a minor exception as provided above cannot suffice to correct the situation. In that event, the affected parties may agree to a major modification of the practices, and that proposal shall then be presented to the NYSA-ILA Contract Board for approval.

APPROVED BY:

President of Local 1588 (I.L.A.): /s/ Virgil Maldonado 6/28/2010

Administrator for Local 1588: /s/ Robert J. McGuire 6/23/2010

A0053965

ANNEX E

ANNEX E

NYSA-ILA POLICY ON ABSENTEEISM (LONGSHORE CRAFT)

The purpose of this policy is to (1) ensure that an adequate workforce is available for Employers and their customers three hundred and sixty-five days a year, (2) provide clear instructions to employees on how to request an excused absence, and (3) outline the discipline to be imposed for unexcused absences in excess of that permitted under the policy.

Requesting an Excused Absence

It is recognized that life events routinely occur throughout the year requiring time-off, outside of vacation time. Every effort should be made by you to schedule these events during “no-work” days or by coordinating your relief time in order to attend your required appointment. In the event this is not possible and time-off is needed, you are required to follow the process set forth below to obtain an excused absence. Following this process will ensure that a violation is not incurred (or that a violation may be corrected) and that there will be sufficient employees available to meet your Employer’s work requirements, or that of the Port as a whole. Your Head Foreman/Shop Steward will oversee this process, collect appropriate supporting documentation and prioritize requests, if a conflict arises.

- If you want to request time-off, other than vacation time, you are required to make your request to your Head Foreman/Shop Steward who will inform your Employer. Your request will be reviewed with all other requests and those employees whose requests are granted will be notified by their Head Foreman/Shop Steward. **You should not assume approval is immediate upon submission of a request. You are required to wait and hear back from your Head Foreman/Shop Steward that your request has been approved.**
- You are required to submit documentation in support of your request (*i.e.*, proof of a scheduled doctor’s appointment, wedding invitation, jury duty summons, etc.) if your request is based on a need to attend a personal obligation. All information will be kept confidential.
- Your Head Foreman/Shop Steward is required to record and monitor all requests. Approvals will be granted based on merit and seniority. The designated Foreman/Shop Steward has the authority to prioritize requests based on submitted documentation, seniority and knowledge of the work force under his supervision. The number of persons granted time off will be dependent on the work requirements of the Employer.
- A daily list of excused absences, which have been approved pursuant to this policy, will be maintained for future reference by both your Employer and your Head Foreman/Shop Steward. Any disagreement regarding the approval/disapproval of an absence is required to be raised immediately with the Local President for joint resolution with the Employer.

- A request for an excused absence is required to be communicated before hiring begins so that the approval can be communicated to the Hiring Agent. This will allow the Hiring Agent to make the appropriate updates within the Labor Hiring System.
- The process set forth above is required to be followed for requests to be taken out of the Labor Hiring System (for a weekend or for a regular work day) and for requests to leave a work assignment (leave work early).
- For employees who are not on a list and who do not have a specific Employer, a request for an excused absence is required to be submitted to the NYSA-ILA GAI Department.

Unexcused Absences (i.e. No-Show/Left-Work-Early):

If you are absent for work, leave work early without approval, or if you do not provide the documentation necessary for an excused absence, you will be charged with an unexcused absence.

In addition, if you violate the completion of assignment provisions contained in Article XVII of the NYSA-ILA Collective Bargaining Agreement, you will be charged with an unexcused absence.

Your Head Foreman/Shop Steward and Employer will be responsible for compiling a daily list of unexcused absences which shall contain each offender's name, license number, the date of the unexcused absence, and the terminal location involved. If the unexcused absence was for leaving early, the list shall specifically indicate that the employee left early. This list, which shall be signed by your Head Foreman/Shop Steward and your Employer, shall be submitted to the NYSA-ILA GAI Department on a daily basis for immediate processing of discipline. Copies of all lists shall be retained by the Head Foreman/Shop Steward and your Employer.

If a "List" longshore worker fails to show for morning work after being ordered for that work and that absence is determined to be unexcused as determined by the longshore worker's Head Foreman/Shop Steward and Employer, that longshore worker shall be made "unavailable" for hiring for the remainder of that day.

Disciplinary Action

The NYSA-ILA GAI Department shall be responsible for sending letters to employees who have unexcused absences and for enforcing the discipline imposed. Copies of all letters sent to an employee shall be sent to the President of the employee's Local and the NYSA.

Progressive discipline will be imposed during a particular calendar month (i.e., 1/1 – 1/31) and during a particular Contract Year (10/1 – 9/30).

During the same calendar month progressive discipline will be imposed as follows:

1st Unexcused absence: No discipline.

2nd Unexcused absence: No discipline. However, a letter shall be sent to the employee from the NYSA-ILA GAI Department warning the employee of the implications of a third unexcused absence and advising the employee that this shall serve as a warning letter.

3rd Unexcused absence (Step 1): A letter shall be sent to the employee from the NYSA-ILA GAI Department advising the employee that the employee has been relegated to Level 4 hiring status for one (1) week and advising the employee of the implication of a fourth unexcused absence.

4th Unexcused absence (Step 2): A letter shall be sent to the employee from the NYSA-ILA GAI Department advising the employee that the employee has been relegated to Level 4 hiring status for an additional week and advising the employee of the implication of a fifth unexcused absence.

5th Unexcused absence (Step 3): A letter shall be sent to the employee from the NYSA-ILA GAI Department advising the employee that the employee has been relegated to Level 4 hiring status for an additional 2 weeks and advising the employee of the implication of a sixth unexcused absence.

6th Unexcused absence (Step 4): A letter shall be sent to the employee from the NYSA-ILA GAI Department advising the employee that the employee will be relegated to Level 4 hiring status for a 30-day period. The employee will also be notified that he/she is required to attend a meeting with his/her ILA Local President, an appropriate management representative and his/her ILA Head Foreman/Shop Steward, if relevant. This meeting will be to review and discuss the employee's absentee record. If there are extenuating circumstances affecting the employee and his/her work obligations, the situation will be reviewed and if applicable, assistance provided or recommended.

7th Unexcused absence (Step 5): Employees who incur a 7th unexcused absence after serving 30 days in level 4 and having had the opportunity to meet with union and management representatives to discuss their attendance issues will face termination from the industry. The purpose of the mandatory meeting is for an employee to avail himself/herself of the opportunity to seek assistance in addressing his/her attendance issues. An employee who continues to fail to meet his/her responsibility to report to work as ordered will face termination.

Progression of Discipline in Subsequent Months:

Once an employee exceeds two unexcused absences in one calendar month, discipline shall be progressive. For example, if an employee has three unexcused absences

in January, and three unexcused absences in a later month (February for instance), progressive discipline shall apply. The employee's third unexcused absence in January would result in one-week at Level 4 Hiring (Step 1). If the employee has three unexcused absences in February, the employee's third unexcused absence in that month would subject him/her to Step 2 which would result in another week in level 4.

If the employee has three unexcused absences in a third month or a 4th in that same month, this would be considered Step 3 and subject him/her to 2 weeks in Level 4. The next month where an employee exceeds the allotted 2 absences or if within the same month he/she has a 5th unexcused absence would result in Step 4 being applied, which is the mandatory meeting and 30-day relegation to Level 4 hiring.

An employee returning from his/her 30-day relegation who exceeds his/her allotted unexcused absences in any subsequent month would be subject to Step 5 which is termination.

An employee who does not incur a violation of this policy, which shall be defined as not having more than 2 unexcused absences in any given month, for a period of 6 successive months shall have his/her record erased and will start the process over with regard to the progression of discipline. Notice that the employee's record has been erased will be sent to the employee.

Important Notice to Employees Approved for Intermittent Family and Medical Leave

Failure of an employee to comply with the NYSA-ILA Family and Medical Leave (FMLA) procedures will result in an unexcused absence, even if the employee was approved for intermittent FMLA.

To avoid being charged for an unexcused absence, for foreseeable intermittent leave (*i.e.*, a scheduled doctor's appointment, treatment, or therapy), an employee is required to notify the NYSA-ILA FMLA Review Committee (and the employee's Employer if the employee is on an Employer's List) in advance of the employee's leave.

To avoid being charged for an unexcused absence, for unforeseen intermittent leave (*i.e.*, military obligation, or an unpredicted flare-up of a medical condition), an employee is required to notify the NYSA-ILA FMLA Review Committee (and the employee's Employer if the employee is on an Employer's List) as soon as practicable after the need arises, which is later that same day or the next business day. In addition, the employee is required to submit a Self-Certification to the NYSA-ILA FLMA Review Committee within three (3) business days of the unforeseen intermittent leave.

The NYSA-ILA GAI Department shall be responsible for determining if an employee was on intermittent FMLA leave before sending an Offense letter to the employee.

May 2015

NYSA-ILA ABSENTEE POLICY ADDENDUM

The following addendum shall be added to the existing NYSA-ILA Policy on Absenteeism ((Longshore Craft) dated May 2015:

1. Absentee Policy will now have two components. MTOs will take responsibility for tracking and dealing with absenteeism regarding their own “list” workforce absent from assignments at their terminal. The NYSA-ILA Worker Profile Department will monitor the second component, namely PDO absenteeism, in combination with the list-absentee information provided by the individual MTOs to track overall port absenteeism.

2. As per the current NYSA-ILA Policy on Absenteeism (Longshore Craft), all longshore workers will continue to be allotted up to two absences per calendar month.

3. MTOs will track “list worker” absenteeism at their own terminals on a weekly basis. The MTO and the terminal union representative (Shop Steward) will monitor absenteeism and advise their list workers of their status with regard to the number of absences they have each month. When a list individual exceeds the allowed number of two absences in a month, the MTO and Shop Steward will meet with those individuals. The purpose of the meeting is to ascertain the circumstances surrounding the absences and determine whether the individual is in violation of the policy. It is understood that a worker’s primary responsibility is to meet the work obligations of the individual worker’s steady list job. Individuals who take advantage of other work opportunities outside of their steady list position are still obligated to meet their primary work responsibilities. The MTOs shall provide to the NYSA-ILA Worker Profile Department all information with regard to every list individual’s absenteeism.

4. A list worker found to be in violation of the absentee policy as it pertains to the individual’s work history at the list worker’s “home” terminal will be subject to the following progressive disciplinary steps:

- (a) First instance of a violation of the absentee policy shall result in a warning issued from the terminal, with a copy to the NYSA-ILA Worker Profile Department, advising that any future violations will result in disciplinary measures.
- (b) Second violation of the policy shall result in relegation to Level 4 hiring status for one week.
- (c) Third violation of the policy shall result in the terminal issuing a one week “Do Not Hire” suspension from the individual’s home-list terminal.
- (d) Fourth violation of the policy shall result in the terminal issuing a two week “Do Not Hire” suspension from the individual’s home-list terminal.

- (e) Fifth violation of the policy shall result in an NYSA suspension being input into the hiring system. The individual will be scheduled for a meeting with the individual's local, the MTO, and an NYSA representative, at which time the appropriate punishment will be determined which could result in termination.

5. PDO absences are combined with list absences to determine overall compliance with the absentee policy.

- (a) NYSA-ILA Worker Profile Department will track absences outside of an individual's list orders to determine if an employee was excused due to working past midnight the night before, approved intermittent FMLA, short-term disability, etc.
- (b) Individuals in violation of the absentee policy as a result of failure to report as ordered to PDO orders or a combination of absences from PDO orders and list orders shall still be subject to the provisions of the current NYSA-ILA Policy on Absenteeism.

6. Policies Specific to Car Driver (CD) and Baggage Handler (BH) Categories:

- (a) Absences from a CD or BH order are subject to the provisions of the agreed upon port absentee policy.
- (b) Any seniority A-U worker may voluntarily have the worker's CD or BH category removed. The worker may also request to have it restored at any point.
- (c) Any seniority A-U worker may also request to have a specific terminal location blocked for BH work as well, *e.g.*, employee does not want to work at Manhattan Cruise Terminal or Brooklyn Cruise Terminal for instance.
- (d) All V, W, and X seniority workers and later hires must maintain their BH and CD categories.
- (e) A senior A-U worker who is routinely absent from BH or CD orders is subject to the ramifications of violating the absentee policy. In addition, the individual shall have a meeting scheduled to discuss the issues surrounding the absenteeism from BH and/or CD orders with the possible outcome being removal of the individual worker's BH or CD categories.

7. Individuals taking advantage of any benefits to which they are entitled under the CBA must follow all of the administrative requirements of such program (FMLA, A&H, etc.).

8. This Addendum Agreement to the existing NYSA-ILA Policy on Absenteeism will go into effect on October 1, 2018.

9. On each October 1 for the term of the contract individuals covered under this policy shall have all the previous year's violations reset to zero unless they were subject to the provisions of the fifth violation under this policy.

10. All parties shall reconvene and review the effectiveness of this policy within one year of its implementation. The parties shall agree to review whether the policy has achieved the desired outcome, which is a substantial reduction in absenteeism. The parties shall review whether the financial burden to the Employers related to the 0800 volunteer hiring delays associated with filling positions created by absenteeism have been mitigated.

September 25, 2018

ANNEX F

ANNEX F

**NYSA-ILA PORT OF NEW YORK AND NEW JERSEY PLAN FOR
IMPLEMENTATION OF THE MASTER CONTRACT DRUG AND
ALCOHOL ABUSE PROGRAM**

To obtain a copy of the current version of this document, please consult your local union or the NYSA website at www.nysanet.org.

ANNEX G

ANNEX G

NYSA-ILA JOINT SAFETY VIOLATIONS PROGRAM

Introduction

Both the NYSA and ILA recognize the vital importance of workplace safety in an industry where the interaction of humans, machines and the elements can result in accidents that may have serious personal and economic consequences: for workers who support families; for employers who are accountable to customers for their cargo; for the human suffering and added costs of doing business when safety is not a priority. With time the maritime industry evolves and with these changes in mind, along with a strong commitment to the safety of everyone working in the industry, the NYSA-ILA Joint Safety Committee has completed the task of revitalizing and refining the Safety Violations Program, which will be administered firmly and fairly.

The Joint Safety Committee has recognized a requirement for a Safety Violations Program. The purpose of this notice is to inform you of the safety rules and procedures that are required to be followed. We are obliged to assure that both the letter and spirit of this program are carried forward and that its provisions are uniformly enforced.

Citations for Safety Violations

Formal citations for violations of safety rules, regulations and practices will be issued by employer representatives for violations, by employees (including supervisors), of Federal OSHA rules, state and local regulations, violations of the NYSA-ILA Joint Maritime Safety Code and employer safety rules policies. A copy of the citation form is attached.

Examples of Safety Violations for which citations will be issued are (but not limited to): failure to wear personal protective gear where and when required, speeding, failure to obey traffic signs, failure to wear a seatbelt, unsafe driving, distracted driving, allowing riders or riding on mobile equipment, use of personal electronic devices, other types of unsafe conduct that experience has shown can cause serious personal injury and/or extensive damage to equipment and cargoes. Citations will also be issued when unsafe conduct or safety violations are noted in conjunction with an accident.

Each violation expires one calendar year after the citation was issued and will be removed from an employee's record.

In situations of imminent danger, such as working on top of containers without wearing a proper harness, or flagrant disregard of safety rules, check-out and time-off penalties shall continue to be enforced at the discretion of the employer.

Procedure for Issuance and Appeal

Employers are authorized to issue Safety citations to persons observed violating safety regulations. One citation written for multiple offenses will be counted as a single offense. The cited employee will be required to sign a copy of the citation where indicated, as acknowledgment of the receipt of the citation. The on-site Shop Steward or designated Union safety representative on the job is also required to sign the citation as acknowledgment that a citation was issued, not as an indication that they personally witnessed the offense or that they agree that the citation was properly issued. Copies of the citation will be furnished to the employee, Shop Steward/Safety Representative, and the Co-Chairmen of the NYSA-ILA Joint Safety Committee for their review.

An employee may directly appeal the citation within seven days following receipt of the citation. Grievances may be filed as indicated on the bottom of the form, in person or by mail with the NYSA-ILA Joint Safety Committee at: NYSA-ILA Training Center, 1210 Corbin Street, Elizabeth, NJ 07201. If filing a grievance by mail, the envelope containing the grievance must be postmarked no later than the fifth day after the employee receives the citation. A copy of the citation must be included with an appeal, along with an explanation as to why the employee believes the citation should not have been issued or why the penalty assessed should not be imposed.

An employee who refuses to sign the form to acknowledge receipt will be considered as having waived their right to grieve and a copy will be mailed to the employee by certified mail with a return receipt requested. An appeal will be investigated/considered by the NYSA-ILA Joint Safety Committee within seven business days after the committee's receipt of the grievant's appeal. A written decision will be issued as soon thereafter as possible. The decision will be furnished to the employee, to the employer and to the employee's Local. If an appeal cannot be resolved by the NYSA-ILA Joint Safety Committee, it will be forwarded to the Contract Board for review by the Labor Adjusters.

The Committee reserves the right to rescind a citation if, in its judgment, it determines that it should not have been issued by the employer. In such an event, the remaining copies of the citation will be removed and no permanent record of the citation will be retained.

The Committee counts on the cooperation and participation by all who desire to work in a safe environment, so that this important port-wide program can succeed to the benefit of all.

Safety Program Citation Steps

The penalties for this program are progressive as follows:

- First Offense – Written Warning in the form of the Citation form
- Second Offense – Three day industry-wide suspension (with no pay)
- Third Offense – Seven day industry-wide suspension (with no pay)

- Fourth Offense – Fourteen day industry-wide suspension (with no pay) and appearance before the Safety Violations Review Committee. Employment termination may be recommended to the Contract Board upon review of an employer's safety record.
- Subsequent offenses will result in the same penalty as outlined for the Fourth Offense.

March 13, 2012

THE NYSA-ILA JOINT SAFETY COMMITTEE FOR THE PORT OF NEW YORK-NEW JERSEY
 1210 Corbin Street, Elizabeth, New Jersey 07201 • (908) 558-8947
CITATION FOR SAFETY VIOLATION

Name of Employee _____ WF# _____ Date of Citation (Mo./Date/Yr) _____

Name of Employer _____ Date of Violation _____

Specific location where the violation occurred: -----

Work (or activity) that the employee was engaged in when the violation occurred: -----

Description of the violation (include, if known, the particular safety provisions that were violated): -----

For the Employer:

 Signature

 Print Name Title

A copy of the above citation was furnished to me as Shop Steward/Union Safety Representative:

 Signature

 Print Name

 Date Local No.

I have received a copy of the above Citation and have read the Notice below. Refusal to sign means that this violation cannot be appealed.

Employee Signature _____ Date _____ WF# _____

NOTICE TO THE CITED EMPLOYEE:

Only if you signed above, may you appeal this citation by filing a written grievance in person or by mail with the NYSA-ILA Contract Board, Attention: NYSA-ILA Joint Safety Committee, 1210 Corbin Street, Elizabeth, NJ 07201 within seven (7) days following your receipt of the Citation. If you choose to file by mail, then the envelope containing your grievance must be postmarked no later than the fifth day after you receive this Citation. A copy of the Citation must be included with your appeal, together with an explanation as to why you believe that the Citation should not have been issued or why the penalty assessed should not be imposed.

ANNEX H

ANNEX H

**RESPECT and DIGNITY
in the
MARITIME INDUSTRY WORKPLACE**

New York Shipping Association, Inc.
International Longshoremen's Association, AFL-CIO
Anti-Harassment and Anti-Discrimination Policy
For the Port of New York/New Jersey

Revised July 2019

TABLE OF CONTENTS

| | |
|--|----|
| 1. INTRODUCTION | 1 |
| 2. EMPLOYEES COVERED BY THIS POLICY | 2 |
| 3. THE CONDUCT OF OTHERS COVERED BY THIS POLICY—COVERED INDIVIDUALS | 2 |
| 4. PURPOSE OF THIS POLICY | 2 |
| 5. PROHIBITED CONDUCT UNDER THIS POLICY | 3 |
| 6. DEFINITIONS | 4 |
| A. Sexual Harassment | 4 |
| B. Gender Discrimination | 6 |
| C. Pregnancy Discrimination | 6 |
| D. Discrimination Based on Marital Status, Civil Union Status, Domestic Partnership Status | 6 |
| E. Discrimination Based on Affectional or Sexual Orientation, Gender Identity or Expression | 7 |
| F. Discrimination Based on Race, Religion, and National Origin | 7 |
| G. Age Discrimination | 7 |
| H. Disability Discrimination | 7 |
| I. Military Status Discrimination | 7 |
| J. Citizenship Status Discrimination | 8 |
| K. Criminal History Discrimination | 8 |
| 7. REASONABLE ACCOMMODATION POLICY and REQUESTS FOR FAMILY AND MEDICAL LEAVE | 8 |
| 8. COMPLAINT PROCEDURES | 8 |
| A. Confidentiality | 9 |
| B. Anti-Retaliation—Covered Employees Should Not Fear Reprisal | 9 |
| C. Supervisory Conduct | 10 |
| D. Informal Resolution | 10 |
| E. Formal Resolution | 10 |
| F. False Complaints | 12 |
| 9. TRAINING PROGRAM | 12 |

10. LEGAL PROTECTIONS AND EXTERNAL REMEDIES 12
APPENDIX A—Policy on ADA Compliance and Reasonable Accommodation
APPENDIX B—Family and Medical Leave Procedure

1. INTRODUCTION

POLICY AGAINST DISCRIMINATION, HARASSMENT & RETALIATION

The International Longshoremen's Association, AFL-CIO and its affiliated Locals in the Port of New York and New Jersey (collectively referred to as the "ILA") and the New York Shipping Association, Inc. for and on behalf of its members (collectively referred to as "NYSA Employers") have declared that all Covered Employees should enjoy a workplace free from discrimination, harassment, and retaliation. The ILA and NYSA Employers have adopted this joint anti-discrimination and anti-harassment policy for ILA-represented longshore workers in the Port of New York and New Jersey to ensure that they work in an atmosphere of respect and dignity. The basic tenets of this policy are as follows:

- Neither the ILA nor the NYSA Employers shall discriminate in employment opportunities or hiring practices on the basis of sex, pregnancy, marital status, civil union status, domestic partnership status, race, creed, color, religion, affectional or sexual orientation, gender identity or expression, national origin, age, ancestry, atypical hereditary cellular or blood traits, disability and perceived disability, genetic information, or any other distinction or classification protected by relevant federal, state, or local law and as such laws may be amended.²
- Neither the ILA nor the NYSA Employers condone, tolerate, permit or authorize the sexual harassment of or the harassment of or discrimination against longshore workers in the Port of New York and New Jersey based on any protected classification. No officer, manager, supervisor, employee or agent of the ILA, NYSA, or any NYSA Employer is vested with authority to act in a discriminatory or harassing manner. Individuals engaging in such behavior are acting outside the scope of their given and inherent authority.
- Discriminatory or harassing conduct is prohibited and will not be tolerated at workplaces operated and utilized by NYSA Employers.
- The ILA, NYSA and the NYSA Employers are also dedicated to ensuring the enforcement of rights to work without discrimination or harassment under collective bargaining agreements prescribing the terms and conditions of employment for longshore workers in the Port of New York and New Jersey.

² At this time, the New York City Human Rights Law extends protections to the following additional characteristics: immigration status, caregiver status, credit history, salary history, status as a victim of domestic violence or stalking, unemployment status, and sexual and reproductive health decisions.

2. EMPLOYEES COVERED BY THIS POLICY

“Covered Employees” as defined by this Policy include all longshore workers covered under the NYSA-ILA collective bargaining agreements including but not limited to workers in the longshore, checkers, clerks, and maintenance crafts. While Covered Employees or applicants for these positions, are the intended beneficiaries of this Policy, every Covered Employee is also required to act in a manner consistent with this Policy.

Inasmuch as Covered Employees are required to act in a manner consistent with this Policy, the NYSA-ILA EEO Officer is authorized to receive, review, and investigate complaints about the conduct of Covered Employees submitted by managerial employees of member companies of the NYSA and by their vendors, independent contractors, customers, licensees, and invitees. The procedures for these inquiries shall be consistent with the procedures outlined in Paragraph 8, Section D herein.

The Covered Employees’ workplace subject to this Policy includes work sites, training sites, business or at employer or industry-sponsored events or parties, and other locations that are reasonably related to employment covered by NYSA-ILA collective bargaining agreements, as amended, to reflect this Policy. Calls, texts, emails, and social media usage by Covered Employees or individuals whose conduct is subject to this policy can constitute unlawful workplace harassment, even if they occur away from workplace premises or not during work hours.

This Policy does not confer any new contractual or legal rights upon any Covered Employee. Nothing in the Policy overturns or otherwise supersedes the *bona fide* contractual seniority system in effect under NYSA-ILA collective bargaining agreements.

3. THE CONDUCT OF OTHERS COVERED BY THIS POLICY—COVERED INDIVIDUALS

It is also the intention of this policy to cover the conduct of other individuals present in the longshore workplace. Individuals whose conduct is subject to this policy include representatives, officers, executives, directors, managers, supervisors and employees of NYSA, and each NYSA Employer as well as of trucking companies, vendors, contractors, customers, licensees, and invitees of NYSA and the NYSA Employers.

4. PURPOSE OF THE POLICY

It is the purpose of this policy to ensure that Covered Employees:

- Understand what conduct is prohibited in the workplace;
- Understand that acts of harassment or discrimination are not condoned;
- Know how to complain or raise concerns about inappropriate behavior in the workplace;

- Are aware that prompt and impartial action will be taken in response to complaints or concerns;
- Are aware of the appropriate procedures for requesting reasonable accommodations or family and medical leave; and
- Have no fear of retaliatory action as a result of making a complaint or raising a concern.

5. PROHIBITED CONDUCT UNDER THIS POLICY

Employment discrimination based on any characteristic protected by relevant law, is prohibited under this Policy. This includes harassment or discrimination based on:

- sex (with or without sexual conduct);
- pregnancy;
- marital status;
- domestic partnership status;
- civil union status;
- affectional or sexual orientation;
- gender identity or expression;
- race;
- creed;
- religion;
- national origin;
- age;
- ancestry;
- atypical hereditary cellular or blood traits
- disability and perceived disability;
- genetic information;
- military status;
- citizenship status; and
- protected activity (*i.e.*, opposition to prohibited discrimination, participation in this Policy’s complaint process, or participation in any complaint process under federal, state, or local law prohibiting employment discrimination).

As a general matter, it is a violation of this Policy for anyone to treat a Covered Employee in a way that is threatening, intimidating, embarrassing or offensive, or that denies that person equal treatment and opportunities because of sex, race or other unique characteristics. So-called “good intentions” or “joking around” does not excuse prohibited conduct.

While not every remark or action is an act of harassment or discrimination under this Policy, or relevant law, Covered Employees should be aware of the potential impact of jokes, remarks, or behavior.

6. DEFINITIONS

The following definitions of commonly referenced employment discrimination categories for basic reference are offered. These definitions are provided for informational purposes only and are not intended to be exhaustive legal definitions or an exhaustive description of the classifications protected under this Policy or relevant federal, state, or local law.

A. Sexual Harassment:

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should complain so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
 - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employees' body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
 - Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Relevant federal, state, and local law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

B. Gender Discrimination:

- may occur when employees are not judged on the basis of their individual capacities to perform a particular job but rather on the basis of preconceived opinions as to the limitations or attributes of their sex. Adverse employment decisions relating to hiring, termination, promotion, compensation, job training, overtime, or any other term, condition, or privilege of employment based on an individual's sex unless otherwise related to a *bona fide* occupational qualification.

C. Pregnancy Discrimination:

- may be sex discrimination if an employer refuses to hire a woman because of her pregnancy-related condition as long as she is able to perform the major functions of the job in a manner so as not to endanger the safety or curtail the job performances of others. In addition, employees needing accommodations for pregnancy-related issues can seek accommodations under this policy.

D. Discrimination Based on Marital Status, Domestic Partnership Status, or Civil Union Status:

- may occur if an applicant's or employee's status of being married, unmarried, in a civil union or domestic partnership, widowed, divorced, or a single parent causes an adverse employment decision in connection with that person's hiring, termination, promotion, compensation, job training, or any other term, condition, or privilege of employment.

E. Discrimination Based on Affectional or Sexual Orientation or Gender Identity or Expression :

- may arise when the disparate treatment of an applicant or employee is made with regard to hiring, termination, promotion, compensation, job training, or any other term, condition, or privilege of employment and is based on an individual's sexual orientation, perceived sexual orientation, gender identity or gender expression.

F. Discrimination Based on Race, Religion, Creed, and National Origin:

- is an unlawful adverse employment decision in regard to hiring, termination, promotion, compensation, job training, or any other term, condition, or privilege of employment based on an individual's race, religion, creed, or national origin. Such discrimination may arise in an atmosphere where ethnic slurs, racial "jokes," offensive or derogatory comments, or other verbal or physical conduct based on an individual's race, religion or national origin is pervasive if the conduct creates an intimidating, hostile, or offensive working environment or interferes with the individual's work performance. In addition, employees seeking accommodations based on bone fide religious beliefs can seek such accommodations under this policy.

G. Age Discrimination:

- is the unlawful failure, refusal to hire, or the discharge of any individual or to otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, including but not limited to promotion, layoff, compensation, benefits, job assignments, and training, because of that individual's age.

H. Disability Discrimination:

- is unlawfully discriminating against qualified individuals with disabilities or perceived disabilities in the terms, conditions and privileges of employment.

I. Military Status Discrimination:

- is the denial of initial employment, reemployment, retention of employment, promotion, or any benefit of employment based on an individual's membership, application for membership, service, application for service, or obligations to serve in a uniformed service.

J. Citizenship Status Discrimination:

- citizenship or immigration status discrimination occurs when an employer treats individuals differently based on their real or perceived citizenship or immigration status with respect to hiring, firing, recruitment, or referral for a fee. Protected from this type of discrimination under this Policy are U.S. citizens, U.S. nationals, U.S. permanent residents, asylees, and refugees.

K. Criminal History Discrimination:

- is the refusal to hire, termination, or the taking of an adverse employment action against an individual because the individual has been convicted of one or more criminal offenses, or because of a belief that a conviction record indicates an individual's lack of good moral character, unless there is a direct relationship between one or more of the previous offenses and the specific employment or that individual would involve an unreasonable risk to property or the safety or welfare of specific individuals or the general public or that other relevant law would prohibit the hiring or require the termination.

7. REASONABLE ACCOMMODATION POLICY and REQUESTS FOR FAMILY AND MEDICAL LEAVE

All requests by Covered Employees or applicants for employment for reasonable accommodations including accommodations for disabilities, religious beliefs, and pregnancy, shall be handled on a port-wide basis within the Port of New York and New Jersey. See **Appendix A** for these procedures.

All requests by Covered Employees for family or medical leave under a relevant state or federal statute shall be handled on a port-wide basis within the Port of New York and New Jersey. See **Appendix B** for these procedures.

8. COMPLAINT PROCEDURES

A NYSA employer cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern, or nonemployee who has been subjected to behavior that may constitute sexual or other harassment or prohibited discrimination is encouraged to report such behavior to their management supervisor, a designated NYSA Employer Representative (each NYSA Employer has one), or the Industry Equal Employment Opportunity ("EEO") Officer. In addition, anyone who witnesses or becomes aware of potential instances of sexual or other harassment or prohibited discrimination should report such behavior to their management supervisor, a designated NYSA Employer Representative (each NYSA Employer has one), or the Industry EEO Officer. The Industry EEO Officer is a neutral third-party expert in the area of

employment law engaged by the industry to receive complaints and conducts inquiries into violations of this Policy.

A. Confidentiality

The confidentiality of complaints will be protected to the extent possible. Complete confidentiality cannot be guaranteed, since under certain conditions effective inquiries cannot be conducted without revealing certain information. Any person accused is entitled to receive certain information concerning the details of the allegations and inquiry. Information will be shared only with those who need to know about it. Records relating to complaints will be kept confidential on the same basis. However, information concerning the allegations and inquiry may have to be produced in any court or agency proceeding.

B. Anti-Retaliation Policy—Covered Employees Should Not Fear Reprisal

The adverse treatment of Covered Employees or anyone bringing a complaint under this Policy because they report harassment or discrimination, provide information related to such complaints, or are involved in a grievance procedure or other action concerning a harassment or discrimination claim will not be tolerated. Such retaliatory behavior is prohibited by this Policy as well as under relevant federal, state, and local law and may lead to discipline of the offender or form the basis for administrative or judicial action against the offender. This Policy as well as relevant federal, state, and local law protects any individual who has engaged in “Protected Activity.” Protected Activity occurs when a person has:

- Filed a complaint of sexual or other prohibited harassment or discrimination, under this Policy or with any anti-discrimination or equal opportunity agency;
- Testified or assisted in a proceeding involving sexual or other prohibited harassment or discrimination under relevant federal, state, or local law;
- Opposed sexual or other prohibited harassment or discrimination by making a verbal or informal complaint under this Policy;
- Complained that another employee has been sexually harassed or harassed or discriminated against based on a classification protected under this Policy or relevant federal, state, or local law; or
- Encouraged a fellow employee to report harassment or discrimination.

C. Supervisory Conduct

All supervisors and managers who: receive a complaint or information about suspected sexual harassment or other harassment or discrimination; observe what may be sexually harassing or other prohibited behavior; or, for any reason suspect that sexual harassment or other prohibited behavior is occurring, are required to report such suspected sexual harassment or prohibited behavior to the Designated Management Representative or to the EEO Officer. In addition to being subject to discipline if they engaged in sexually harassing or other harassing or discriminatory conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or other harassment or discrimination or otherwise knowingly allowing sexual harassment or other prohibited behavior to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

D. Informal Resolution

This Policy encourages constructive dialog between individuals to prevent matters from escalating.

Misunderstandings between people in the workplace can occur. Comments or conduct may be misconstrued, and there are circumstances when an employee may be offended by certain remarks or behaviors.

If that happens, a Covered Employee may inform the person making the remark or engaging in the behavior that the remark or behavior is offensive. The Covered Employee may also ask that person to stop making such remarks or engaging in such behavior.

Just asking someone to refrain from making certain remarks or engaging in certain behavior does not mean that person will be subject to disciplinary action. However, failing to correct offensive behavior may subject a person to disciplinary action.

Some Covered Employees may be uneasy about confronting a person directly about remarks or conduct. If that is the situation, the Covered Employee is encouraged to seek the help of a management supervisor, designated NYSA Employer representative, or the Industry EEO Officer in resolving the matter.

If such help is sought, then that management supervisor, designated NYSA Employer representative, or Industry EEO Officer should make a record of the matter and how it was resolved and submit it for appropriate filing.

E. Formal Resolution

While many potential concerns raised by Covered Employees are likely to be addressed

on an informal basis, some incidents will require more intervention to address them appropriately. The procedures below outline the process for making complaints related to employment discrimination or harassment under this Policy.

1. Making a Complaint

Covered Employees who experience any job-related harassment based on their sex (with or without sexual conduct), sexual orientation, marital status, pregnancy, race, religion, national origin, age, or disability, or who believe that they have been treated in an unlawful or discriminatory manner, should promptly report the matter to their management supervisor, designated employer representative, or the Industry EEO Officer. The management supervisor, designated NYSA Employer representative, and the Industry EEO Officer will have a Complaint Form that will record the information provided by the Covered Employee. Employees who are reporting sexual harassment on behalf of other employees should use the Complaint Form and note that it is on another employee's behalf.

2. Inquiry

The Complaint Form, if not submitted directly to the Industry EEO Officer, will be forwarded to the Industry EEO Officer assigned to handle these matters. At that time, a prompt inquiry into the matter will be commenced within five (5) business days from the receipt of the complaint by the Industry EEO Officer and completed within twenty (20) business days from the receipt of the complaint by the Industry EEO Officer.

3. Conducting Interviews

During the course of the inquiry, the Industry EEO Officer will conduct interviews of employees and witnesses, as well as gather relevant evidence.

4. Preparing and Delivering the Report

After the conclusion of the inquiry, the Industry EEO Office will prepare a written report to be completed within five (5) business days after the completion of the inquiry. The Industry EEO Officer will present this report to the relevant NYSA Employer. The NYSA Employer will take whatever action it deems appropriate based on the report. The relevant NYSA Employer will inform the Industry EEO Office and the appropriate ILA Local of the Employer's intended action.

The timelines for accomplishing particular steps of the procedure outlined above are intended as guidelines, not strict time limits, which may be extended or waived in appropriate circumstances.

The failure to strictly comply with the timelines shall not constitute a violation of the policy.

5. Taking Action to Prevent Harassment and Discrimination

The NYSA Employer may institute appropriate remedial measures, including disciplinary action if warranted against any violator of this Policy. Remedial measures will be designed to stop the harassment or discrimination, correct its effects, and ensure it does not recur. Disciplinary action against the violator will be initiated and will be determined according to the severity of the conduct, its frequency, and whether prior complaints of similar conduct have been made. Appropriate disciplinary action may include suspension or termination of employment. Further, a warning that no retaliatory action against the complaining Covered Employee will be tolerated will be issued. Any such retaliatory behavior by the violator will increase the severity of disciplinary action.

If it is determined that no violation of this policy has occurred, then no disciplinary action will be instituted.

Any Covered Employee subject to disciplinary action as a result of the finding of a violation of this policy has the right to grieve the NYSA Employer's action through the grievance and arbitration procedures of the applicable NYSA-ILA collective bargaining agreement.

F. False Complaints

If after investigating any complaint of harassment or unlawful discrimination, the Industry EEO Office determines that the complaint was knowingly falsely made or that a Covered Employee intentionally provided false information regarding the complaint, disciplinary action may be taken against the Covered Employee who instigated the complaint or who gave the false information.

9. TRAINING PROGRAM

Supervisory and managerial personnel of NYSA Employers, Union Officials, and Covered Employees will be trained in the terms and conditions of this Policy. In addition to training on the conduct prohibited by this Policy, Covered Employees will learn how they can avail themselves of the complaint process in order to redress harassment or discrimination issues that may arise. Refresher training to reinforce the important concepts introduced in initial training will be provided periodically.

10. LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Sexual and other forms of harassment and discrimination are not only prohibited under this Policy

but they are also prohibited by relevant federal, state and local law. Aside from the complaint process described in this Policy, employees may also choose to pursue legal remedies in the courts or in one of the following governmental agencies with jurisdiction:

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to employers in New York State with regard to sexual harassment and other forms of prohibited harassment and discrimination and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed a HRL complaint in state court. Complaining under this Policy does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, www.dhr.ny.gov . Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

New Jersey Division on Civil Rights

The New Jersey Law Against Discrimination (LAD), codified as N.J.S.A. § 10:5-1. *et seq.*, applies to employers in New Jersey. Complaints must be filed with the Division on Civil Rights within 180 days after the alleged act of discrimination. If you would like to file a complaint, contact a regional office.

Judicial remedy: In the alternative, an individual who believes he or she has been discriminated against in violation of the LAD may file a complaint and try his or her case in New Jersey Superior Court. Individuals usually hire an attorney to represent them in a Superior Court action. A party cannot file with the Division on Civil Rights and in Superior Court at the same time. A Superior Court action must be filed within two years from the act of discrimination.

To file a complaint with the New Jersey Division on Civil Rights, contact or visit the office nearest you:

South Shore Regional Office: 1325 Boardwalk, Tennessee Ave. & Boardwalk Atlantic City, NJ 08401 Phone: (609) 441-3100 • Fax: (609) 441-3578

Southern Regional Office: 5 Executive Campus, Suite 107 Cherry Hill, NJ 08034 Phone: (856) 486-4080

Northern Regional Office: 31 Clinton Street, Newark, NJ 07102 Phone: (973) 648-2700 • Fax: (973) 648-4405

Central Regional Office: 140 East Front Street / P.O. Box 090 Trenton, NJ 08625-0090 Phone: (609) 292-4605 • Fax: (609) 984-3812

Visit www.NJCivilRights.gov

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

New York City

Employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

APPENDIX A

NYSA-ILA

Policy on ADA Compliance and Reasonable Accommodation

I. Statement of Policy

The International Longshoremen's Association, AFL-CIO and its affiliated Locals in the Port of New York and New Jersey (collectively referred to as the "ILA") and the New York Shipping Association, Inc. for and on behalf of its members (collectively referred to as "NYSA Employers") state it is a violation of this Policy to discriminate against disabled workers in hiring, assignment and promotion, and to provide reasonable accommodations for workers who have covered disabilities within the meaning of state and federal law in conformity with the registration process of the Waterfront Commission of New York Harbor. However, certain longshore jobs may have certain physical requirements. In the Port of New York and New Jersey, these jobs have been examined and analyzed by Human Performance Systems, Inc., an outside consultant retained to formulate such physical requirements in a non-discriminatory manner. The recommendations of Human Performance Systems, Inc. have been adopted by the NYSA Employers and the ILA for the Port of New York and New Jersey. Individuals that do not satisfy the physical criteria for certain jobs as established by Human Performance may not be considered qualified individuals with a disability entitling them to be considered for reasonable accommodations.

Notwithstanding the physical requirements for certain longshore work, it is also the policy of the NYSA Employers and the ILA to engage in an interactive process with workers who claim to have covered disabilities to determine whether reasonable accommodations exist which would enable the worker to enter into or continue working in the longshore industry.

Otherwise qualified workers found to be able to perform longshore, checking, clerical and maintenance work safely with or without reasonable accommodations as may be required by law will be so employed. Workers found to be unable to perform longshore, checking, clerical, and maintenance work safely with or without reasonable accommodation shall not be employed and shall not be eligible for assignment to such work.

Notice of this policy prohibiting discrimination and of the procedures for considering and resolving requests for accommodations to workers will be provided.

II. Accommodation Procedures

Requests for reasonable accommodations shall be considered and resolved by the NYSA-ILA Accommodations Team ("A-Team") in accordance with the NYSA-ILA collective bargaining agreements as amended to reflect the adoption of this policy. The NYSA-ILA A-Team shall be composed of labor and management representatives selected by NYSA-ILA Contract Board and

will consider the following issues when presented with an accommodation request based on a disability:

- 1) whether the worker in question is qualified to perform work under the relevant collective bargaining agreement;
- 2) whether the worker in question has a *bona fide* disability that limits the worker's ability to perform satisfactorily and safely the essential functions of the job the worker holds or desires; and
- 3) if so, whether the disability may be reasonably accommodated without imposing an undue hardship on the NYSA Employers or without violating the *bona fide* seniority provisions of the relevant NYSA-ILA collective bargaining agreements except to the extent as may be required by law.

The A-Team has the discretion to select the accommodation it considers most appropriate, giving consideration to the suggestions and preferences of the worker seeking accommodation.

A. Request for Accommodation

Requests for accommodations by workers who believe they are entitled to an accommodation under relevant federal, state or local law must be made to the NYSA-ILA A-Team. Requests may be oral or in writing. Forms to assist workers in requesting an accommodation are available. The A-Team may be contacted through the office of the NYSA-ILA Contract Board, 10 Exchange Place, Jersey City, New Jersey (201-479-3360). The individuals seeking accommodations based on disability shall provide the NYSA-ILA A-Team with following information.

1. If the disability is not obvious, the nature and extent of the claimed disability;
2. The precise job-related limitations the individual believes are imposed by the claimed disability;
3. Information and suggestions as to any accommodation(s) that would enable the individual to overcome the job-related limitations and perform the work safely and satisfactorily.

If the disability or the need for accommodation is not obvious, the individual should include any reasonable medical documentation and other information about the individual's disability and functional limitations that would assist the NYSA-ILA A-Team in reaching a decision. This may include appropriate documentation from the individual's private health care providers. Appropriate steps to limit access and disclosure of sensitive health information will be taken.

Individuals seeking accommodations based on religious beliefs or pregnancy will also be required to provide sufficient information to permit the A-Team to review the request.

B. Interactive Process—Accommodation Request

1) Initial Meeting

Within five (5) business days after receiving a request for accommodation, the A-Team shall provide the individual with written acknowledgment that the request has been received along with a written request to meet with the A-Team to review the accommodation request and to discuss alternatives. At this time, the A-Team may request that the individual bring additional documentation or information to this initial meeting which the A-Team believes is or may be relevant and would assist in reaching a decision, including, in appropriate cases as mentioned above documentation of the disability from the individual's private health care provider and a medical records release. The initial meeting should be scheduled to take place as soon as is practicable, depending on the circumstances giving rise to the accommodation request.

2) Opinion of Appropriate Health Care or Rehabilitation Professional

Following the initial meeting, the A-Team may in its discretion obtain an opinion from an independent health care or rehabilitation professional (herein referred to as the "Medical Professional") regarding: 1) whether the worker suffers from a disabling condition which limits one or more major life activities, 2) the applicant's or employee's functional abilities and limitations with respect to the essential functions of the job held or sought; and 3) possible accommodations. Any such required medical information or examinations shall be job-related and consistent with business necessity. Accordingly, examinations shall be limited to determining the existence of the disability and the functional limitations that may require reasonable accommodation. If an appropriate medical records release for the Medical Professional's report and records is required, then the employee shall provide one.

The Medical Professional shall be made aware and become knowledgeable of the nature and requirements of longshore, checking, clerical and maintenance work and the established conditions and waterfront operations in the Port of New York and New Jersey. The Medical Professional shall also be knowledgeable as to the legal standards and requirements related to the employment of disabled workers with or without reasonable accommodation.

In determining whether a particular worker has a disabling condition which limits one or more major life activities, the Medical Professional will be asked to render an opinion based on any and all of the following the Medical Professional deems appropriate: an independent medical examination of the individual by an appropriate health care practitioner, the individual's medical history, medical reports from the individual's personal physician, reexamination of the individual, medical tests, x-rays, etc.

The Medical Professional shall provide the A-Team with a written report setting forth an opinion as to whether the worker has a disability which limits one or more major life activities or an otherwise covered disability under relevant law along with an opinion as to the individual's functional abilities and limitations in relation to the essential functions of the job which the worker holds or seeks. Where appropriate, the Medical Professional shall also issue an opinion and recommendation as to any accommodations that the Medical Professional believes would enable the disabled worker to work in the industry.

3) Concluding the Interactive Process

In the absence of unusual circumstances, the A-Team shall conclude the interactive process and prepare a written determination regarding the proper disposition of the request no later than fourteen (14) business days following receipt of the Medical Professional's written report.

If the A-Team collectively agrees on the disposition of the accommodation request, such decision shall be final and binding, and no appeal may be taken therefrom. The worker involved shall be provided written notification of the determination. If the A-Team does not agree on the disposition of the accommodation request, the accommodation request shall be immediately referred to the NYSA-ILA Contract Board for disposition in accordance with the grievance and arbitration procedures of the applicable NYSA-ILA collective bargaining agreement.

All final determinations that prescribe a reasonable accommodation will be forwarded to data processing for entry into the NYSA-ILA hiring system within three (3) business days of the final determination.

III. Training

The A-Team will be provided instruction as to the legal requirements related to employment of disabled employees with or without reasonable accommodations along with training as to the proper handling of requests for reasonable accommodation by disabled workers.

IV. Scope of Procedures

The procedures described above shall be utilized in all cases where accommodations have been requested by workers with respect to hiring, assignment and promotion within the industry.

This policy sets forth the procedure to be used by the A-Team for considering and resolving accommodation requests presented by disabled workers under relevant federal, state, and local laws. Nothing in this policy may be construed to require the ILA and the NYSA Employers to provide workers with particular accommodations or to provide accommodations where in the

opinion of the Medical Professional none is warranted. Nor may this policy be construed as acceptance by the ILA and the NYSA Employers of additional, greater or different legal or financial responsibilities than those which are imposed on them by law for providing accommodations to disabled workers.

The procedures set forth in this policy may be flexibly applied in particular cases when, in the judgment of the A-Team the facts and circumstances warrant it. The timelines for accomplishing particular steps of the procedure are intended as guidelines, not strict time limits, which may be extended or waived in appropriate circumstances. Failure of the A-Team to strictly comply with the timelines shall not constitute a violation of the policy.

APPENDIX B

NYSA-ILA FAMILY AND MEDICAL LEAVE PROCEDURE

The International Longshoremen's Association, AFL-CIO and its affiliated Locals in the Port of New York and New Jersey (collectively referred to as the "ILA") and the New York Shipping Association, Inc. for and on behalf of its members (collectively referred to as "NYSA Employers") state that it is a violation of this Policy to interfere with or restrain or deny the exercise of a Covered Employee's right under any federal or state family and medical leave acts. In addition, it is a violation of this Policy to discharge or discriminate against any individual because of involvement in any proceeding, related to state or federal family and medical leave. NYSA Employers cannot use the taking of family and medical leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.

In order to process requests for family and medical leave appropriately, the following procedures have been adopted for Covered Employees in the Port of New York and New Jersey. Nothing in this Policy is intended to interfere with any existing right a Covered Employee may have under any NYSA-ILA collective bargaining agreement to obtain an approved leave of absence for seniority purposes as defined in those agreements.

Requests for family and medical leave shall be made to the NYSA-ILA Family and Medical Leave Review Committee before the Covered Employee takes any action that would remove the employee from the NYSA-ILA Hiring System. The NYSA-ILA Medical Leave Review Committee can be reached at 201-479-3360. Such requests shall be made in accordance with the procedures set forth in relevant federal and state law. The NYSA-ILA Family and Medical Leave Review Committee shall be composed of labor and management representatives selected by the NYSA-ILA Contract Board.

In General Family and Medical Leave Refers To:

The ability to take unpaid leave for a certain period of time (12 work weeks within a 12-month period under federal law) for one or more of the following reasons:

- the birth and care of the newborn child of the employee;
- the placement with the employee of a son or daughter for adoption or foster care;
- to care for an eligible family member with a serious health condition; **or**
- to take medical leave when the employee is unable to work because of a serious health condition.

Military Care Giver and Military Exigency Leave

The NYSA-ILA Family and Medical Leave Program also reviews and process requests for military care giver leave and military exigency leave as required by relevant federal, state, and local law.

Eligible employees seeking to use family and medical leave or military leave are required to provide:

- Advanced notice of the need to take family and medical leave or military care giver or military exigency leave when the need is foreseeable;
- Notice “as soon as practicable” when the need to take family and medical leave, military care giver, or military exigency leave is not foreseeable; and
- Sufficient information for the NYSA-ILA Family and Medical Leave Review Committee to understand that the Covered Employee needs leave for family and medical, military care giver or military exigency leave-qualifying reasons (the employee need not mention a family and medical, military care giver, or military exigency leave statute when requesting leave to meet this requirement but need only explain why the leave is necessary)

When Planning Medical Treatment

- It is recommended that the Covered Employee consult with the NYSA-ILA Family and Medical Leave Review Committee and make a reasonable effort to schedule the leave so as not to unduly disrupt the NYSA Employer’s operations, subject to the approval of the health care provider.
- Covered Employees are ordinarily expected to consult with the NYSA-ILA Family and Medical Leave Review Committee prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the NYSA Employers and the Covered Employee.
- If a Covered Employee who provides notice of the need to take family and medical leave on an intermittent basis for planned medical treatment neglects to consult with the NYSA-ILA Family and Medical Leave Review Committee to make a reasonable attempt to arrange the schedule of treatments so as not to unduly disrupt the NYSA Employer’s operations, the NYSA-ILA Family and Medical Leave Review Committee may initiate discussions with the Covered Employee and require the Covered Employee to attempt to make such arrangements, subject to the approval of the health care provider.

Intermittent Leave or Leave on a Reduced Leave Schedule

- A Covered Employee shall advise the NYSA-ILA Family and Medical Leave Review Committee, upon request, of the reasons why the intermittent or reduced-leave schedule is necessary and of the schedule for treatment, if applicable.

- The Covered Employee and the NYSA-ILA Family and Medical Leave Review Committee shall attempt to work out a schedule which meets the Covered Employee's needs without unduly disrupting the NYSA Employers' operations, subject to the approval of the health care provider.

New Jersey and New York State Paid Family Leave

Under New Jersey and New York State law, employees may be eligible for paid family leave. The NYSA-ILA Family and Medical Leave Review Committee does not provide payment for these benefits. Employees approved for family and medical leave by the NYSA-ILA Family and Medical Leave Review Committee may be eligible for these benefits. However, it is the responsibility of the employee to apply for these benefits themselves. The NYSA-ILA Family and Medical Leave Review Committee will provide information about these programs to employees seeking family and medical leave and will provide leave verification information that is necessary to an employee to seek these benefits under with the New Jersey Family Leave Insurance program or the New York State Paid Family Leave insurance program. As appropriate, if an employee qualifies for family and medical leave under this Policy and either New Jersey Paid Family Leave Insurance or New York State Paid Family Leave, the time the employee is on leave shall run concurrently.

Information Available

The NYSA-ILA Family and Medical Leave Review Committee will have general information available about Covered Employees' rights and responsibilities under the relevant federal and state family and medical, military care giver, and military exigency leave laws.

64921

ANNEX I

ANNEX I - Part 1

NYSA-ILA CONTRACT BOARD

IMPORTANT NOTICE - WEEKEND HIRING

COMMENCEMENT DATE FOR WEEKEND HIRING

One of the key elements of the new collective bargaining agreement that went into effect on October 1, 2018 is Weekend Hiring.

- The commencement of six-day-per-week hiring is scheduled for Saturday, September 14, 2019.
- On Friday, September 13, 2019, the orders for ALL start times on Saturday, September 14, will be placed.
- On Saturday, September 14, 2019, orders for ALL start times on Sunday, September 15, 2019 and orders for Monday, September 16, 2019 will be placed.

NEW PHONE NUMBER TO CALL DISPATCHERS

These ordering changes will result in changes to the volunteering process as well as dispatching. In conjunction with the change to 6 day per week hiring, there will also be a new phone number to call in order to reach the dispatchers at the hiring center. This new phone number commenced on Monday, May 13, 2019 so that everyone could get used to the new number before the start of Saturday hiring. This number will connect you to a phone menu, which will provide options for you to utilize. At any time during this call you may speak directly with a dispatcher and bypass the menu options simply by pressing "0". The new phone number that commenced on Monday, May 13 is: 201-508-9191. Commencing Friday, September 13 the 800-366-4452 number will no longer be operational; you MUST call the 201-508-9191 number.

NEW HIRING PROCEDURES

The following is an outline of the new procedures for Longshore and Clerical Workers:

FRIDAY:

9:00 am - 12:00 noon: Checkers will call in to volunteer for both Saturday and Sunday.

4:00 pm - 6:45 pm: Longshore workers call in to volunteer for Friday night 7:00 pm and 11:00 pm start times.

4:00 pm - 8:00 pm: DISPATCH PERIOD: Longshore workers and checkers call in for Friday evening and Saturday orders. Longshore workers can also make themselves available for Saturday 8:00 am hiring.

SATURDAY:

8:00 am - 9:00 am: 8:00 am hiring (fill-ins) takes place.

9:00 am - 12:00 noon: Checkers may contact their primary employer to be made unavailable if they had previously made themselves available during Friday's volunteer period (Checkers cannot make themselves available during this time, only unavailable). The hiring agents for the respective employers will update their status.

9:00 am - 12:45 pm: Longshore workers call to volunteer for Saturday 1:00 pm start time.

4:00 pm - 6:45 pm: Longshore workers call to volunteer for Saturday 7:00 pm start time and for all start times on Sunday.

4:00 pm - 8:00 pm: DISPATCH PERIOD: Longshore workers and checkers call for Saturday evening, Sunday and Monday orders. Callers are also made available for Monday 8:00 am hiring.

If you have any questions, please contact your Local.

ANNEX I – Part 2

NYSA-ILA CONTRACT BOARD

IMPORTANT NOTICE- ADDITIONAL WEEKEND HIRING INFORMATION

SUNDAY, FEBRUARY 16, 2020

Sunday February 16, 2020, is the commencement Date for 7-day per week hiring when Monday is a Holiday.

In addition to the agreement to commence 6-day per week hiring, the new collective bargaining agreement that went into effect on October 1, 2018 calls for 7-day per week hiring during those weeks where Monday is a holiday. This only applies to the 5 holidays that ALWAYS fall on a Monday. These holidays are Martin Luther King Day, Presidents Day, Memorial Day, Labor Day and Columbus Day. On these 5 specific weekends the hiring on Saturday will only be for Sunday orders. Hiring for the Monday holiday and Tuesday after the holiday will be conducted on Sunday.

- The first weekend that this seven-day hiring will be implemented is scheduled for Sunday, February 16, 2020.
- On Friday, February 14, 2020 the orders for ALL start times on Saturday, February 15, 2020 will be placed.
- On Saturday, February 15, 2020 orders for ALL start times on Sunday, February 16, 2020 will be placed.
- On Sunday, February 16, 2020 orders for all start times on Monday, February 17, 2020 and Tuesday, February 18, 2020 will be placed.

Again, this 7 day per week hiring will only pertain to the 5 Monday holiday weekends outlined above. All other weekends will still remain as they are today where orders for Sunday and Monday will be placed on Saturday as they are currently.

These five specific holiday weekends on which the seven-day hiring process will be in effect will result in some changes to the current volunteering and dispatching process.

NEW HIRING PROCEDURES

The following is an outline of the new procedures for Longshore and Clerical Workers:

FRIDAY:

9:00 am - 12:00 noon: Checkers will call in to volunteer for both Saturday, Sunday and Monday.

4:00 pm - 6:45 pm: Longshore workers call in to volunteer for Friday night 7:00pm and 11:00 pm start times

4:00 pm - 8:00 pm: DISPATCH PERIOD: Longshore workers and checkers call in for Friday evening and Saturday orders. Longshore workers can also make themselves available for Saturday 8:00am hiring

SATURDAY:

8:00 am - 9:00 am: 8:00 am hiring (fill-ins) takes place

9:00 am - 12:00 noon: Checkers may contact their primary employer to be made unavailable for Sunday if they had previously made themselves available during Friday's volunteer period (Checkers cannot make themselves available during this time, only unavailable). The hiring agents for the respective employers will update their status.

9:00 am - 12:45 pm: Longshore workers call to volunteer for Saturday 1:00pm start time.

4:00 pm - 6:45 pm: Longshore workers call to volunteer for Saturday 7:00pm start time.

4:00 pm-8:00 pm: DISPATCH PERIOD: Longshore workers and checkers call for Saturday evening, and Sunday orders. Callers are also made available for Sunday 8:00am hiring.

Sunday:

8:00 m - 9:00 am: 8:00 am hiring (fill-ins) takes place

9:00 am - 12:00 noon: Checkers may contact their primary employer to be made unavailable for Monday if they had previously made themselves available during Friday's volunteer period (Checkers cannot make themselves available during this time, only unavailable). The hiring agents for the respective employers will update their status.

9:00 am - 12:45 pm: Longshore workers call to volunteer for Sunday 1:00pm start time.

4:00 pm - 6:45 pm: Longshore workers call to volunteer for Sunday 7:00 pm and 11:00 p.m. start times.

4:00 pm-8:00 pm: DISPATCH PERIOD: Longshore workers and checkers call for Sunday evening,

Monday and Tuesday orders. Callers are also made available for Tuesday 8:00.am hiring.

Monday:

7:00 a.m. – 8:00 a.m. (except Labor Day) Longshore call in to volunteer for all times on Monday.

If you have any questions, please contact your Local.

