

AGREEMENTS  
NEGOTIATED BY THE  
STEAMSHIP TRADE ASSOCIATION  
OF BALTIMORE, INC.  
ON BEHALF OF ITS MEMBERS  
WITH THE  
INTERNATIONAL  
LONGSHOREMEN'S  
ASSOCIATION  
LOCAL 953  
FOR THE  
PORT OF BALTIMORE  
EFFECTIVE OCTOBER 1, 2012  
THROUGH SEPTEMBER 30, 2018

**CHECKERS' AND CLERKS' AGREEMENT**

**ILA LOCAL 953**

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ILA AND LOCAL 953

CHECKERS' AND CLERKS' AGREEMENT

This Agreement made and entered into by and between the Steamship Trade Association of Baltimore, Inc., on behalf of its members, hereinafter referred to as the "party of the first part," "STA," "Employer" or "Employers," and the International Longshoremen's Association, AFL-CIO, and its affiliated Local 953, hereinafter referred to as the "party of the second part," "Union," or "Local 953," covers the work of checking and clerking, timekeeping, billing and weighing, of all cargoes being loaded onto or discharged from all deepwater vessels, including barges, and receiving and delivering of all cargoes, including timekeeping, billing and weighing, into and out of the immediate pier area.

The STA and its members recognize the Union as the collective bargaining representative of all Employees engaged in the work described above and agree to utilize only Employees represented by the Union in performing such work in the manner and to the extent provided in this Agreement whether or not they have ever hired or employed Employees represented by the Union prior to the execution of this Agreement.

The work on the immediate pier area shall mean:

- a. Receiving - from the tailgate of the truck to the pier; from the pier to the ship.
- b. Delivering- from the ship to the pier; from the pier to the tailgate of the truck.

The above provision does not prevent any future Agreement from being entered into between the Union and the STA regarding special provisions covering the handling of special commodities, provided that the Agreement is in writing.

## ARTICLE I

### DUTIES AND FUNCTIONS

Section 1. The Employers and the Union understand and agree that the following duties and functions are to be performed only by bargaining unit Employees but only when the cargo is under the control of an Employer and work is necessary to be performed in the discretion of the Employers and such work shall be performed under the supervision and direction of the Employers. Nothing in this Section 1 shall be deemed to expand or diminish the minimum manning, requirements set forth in Article IV below or the jurisdiction of the union or to limit the Employer's flexibility in assigning work among the various classifications set forth below in accordance with past practice.

A. Shiprunner - The Shiprunner's duties and functions shall, at the discretion of the Employer, include, but not be limited to, the following:

1. Oversee all checking and clerking when loading and discharging vessels.
2. Order all railroad cars, barges, etc., alongside the vessel and removal of same.
3. Check that all cargo booked for the vessel is available and that all cargo booked for the vessel has proper stowage (sequence sheet).
4. Check that all cargo manifested is discharged.
5. Oversee Plan Clerk and Checkers in the loading and discharging of the vessel, ship's plan and hatch reports.
6. Acting on instructions from the Employer, coordinating the loading and discharging with supervision, Foremen, pier and terminal operations.

7. Check with steamship lines and U.S. Customs on releases, label hazardous cargo, coordinate with Department of Agriculture on special cargo, hold cargo for special stowage.

8. Maintain a log on gangs worked, hatches worked, cargo worked, time worked, any and all detentions.

9. Handle timesheets for all Clerks and Checkers under his direct supervision.

10. Obtain the docking and undocking particulars, such as e.g., the time the ship docks and undocks, the draft, fuel and water.

11. Order tugs, pilots and linemen when required by Employer.

B. Chief Clerk - The Chief Clerk's duties and functions, shall, at the discretion of the Employer, include, but not be limited to, the following:

1. Oversee all checking and clerking of all cargo received into and delivered out of the immediate pier area, shed, warehouse and terminal.

2. Order all rail cars into and out of pier area.

3. Verify that cargo has cleared U.S. Customs and checking with steamship line for release and cargo on hold.

4. Coordinate the appointment of trucks and other vehicles with order of labor for the pier.

5. Work in conjunction with pier Foremen on working of labor.

6. Coordinate the pier operation with the vessel operation.

7. Oversee the stuff/strip operations.

8. Supervise the inventorying of containers and chassis.

9. Supervise the dispatching of containers, chassis and equipment.

10. Maintain a list of Rule 1 and Rule 2 containers per vessel as per Master Contract.

11. Preparation of load list.

C. Assistant Chief Clerk - The Assistant Chief Clerk's duties and functions shall, at the discretion of the Employer, include, but not be limited to, assisting the Chief Clerk listed above, and may perform his duties in the absence of the Chief Clerk, provided that a Chief Clerk has been employed in accordance with Article IV. This provision shall not be construed to allow Employees outside of the bargaining unit to perform the duties of the Chief Clerk.

D. Clerk/Checker - The duties and functions of Clerks/Checkers shall, at the discretion of the Employer, include, but not be limited to the following functions:

1. Plan Clerk

a. The recording of cargo stowage on the vessel's traveler plan and/or separate vessel plan.

b. The recording of hatch list and sequence sheet.

2. Pre-Stow Clerk - Making sequence sheet and/or making of pre-stow plan that would be used by Supervisors, Foremen, Clerks, and Checkers in loading and discharging the vessel in accordance with the Employer's instructions.

3. Hatch Checker - Checking, tallying, verification, separation and recording of all containers, chassis and/or cargo to be loaded, discharged or restowed to or from the vessel; the checking, tallying, verification, separation and recording of all containers, chassis and/or cargo to be sent to or from the container lot, pier, shed, warehouse, railcar(s) or barge(s) to or from the vessel. The Hatch Checker shall work in conjunction with the Shiprunner and Foreman only. The Hatch Checker shall make up a hatch report, which includes gangs working, hatch working, type of cargo, time cargo worked, and all

detentions. Any paperwork related to the above functions shall be performed by the Hatch Checker.

4. Mounting/Grounding Checker - Checking, tallying, verification, separation and recording of all containers to be mounted on chassis or grounded from chassis by the mounting/grounding toploader and bundling and/or unbundling of chassis when numbers are recorded or when chassis are to be selected by number. Any paperwork related to the above functions shall be performed by the Mounting/Grounding Checker.

5. Lot Location Checker - Locating of all containers, chassis, and/or cargo to be loaded, discharged or restowed to or from the vessel. Any paperwork related to the above functions shall be performed by the Lot Location Checker.

6. Receiving/Delivering Checker - Checking, tallying, verification, separation and recording of all cargo received and/or delivered from the pier, shed, warehouse or terminal. The Receiving/Delivering Checker shall measure, inspect, record location, mark and provide any other information required. Any paperwork related to the above functions shall be performed by the Receiving/Delivering Checker.

7. TIR Checker - Checking, tallying, verifying, separating, and recording of all containers, chassis and equipment received and/or delivered from the pier, shed, warehouse, or terminal. Inspection of containers which has traditionally and historically been performed by TIR Checkers shall continue to be performed by TIR Checkers. Any paperwork related to the above functions shall be performed by the TIR Checker.

8. Stuff/Strip Checker - Checking, tallying, verifying, separating, inspecting, and recording of all cargo stuffed or stripped

from containers. Any other information required for the loading and unloading of containers shall be performed by the Stuff/Strip Checker. Any paperwork related to the above functions shall be performed by the Stuff/Strip Checker.

9. Customer Service Clerk - The resolution, correction, and verification of interchange agreements, preparation of trucker's codes, dock receipts and documentation to facilitate the receiving and delivering of containers, chassis, equipment and cargo received and delivered from the pier, shed, warehouse or terminal. Any paperwork related to the above functions shall be performed by the Customer Service Clerk.

10. Pre-Check Clerk - Verification, recording, trucker instruction and weighing of all containers, chassis and equipment received and/or delivered from the terminal. Any computer data input solely related to the above functions shall be performed by the Pre-Check Clerk.

E. Weigher - The Weigher's duties and functions shall at the discretion of the Employer include, but not be limited to, the weighing of all containers and/or cargo. Any paperwork related to the above functions shall be performed by the Weigher.

F. Timekeeper - The Timekeeper's duties and functions shall at the discretion of the Employer, include, but not be limited to, keeping longshore and/or commodity time and the preparation of time sheets and payrolls, as well as other records such as tonnage analysis reports, labor vouchers, detentions, extra labor, overtime, and accident slips. Any paperwork related to the above functions shall be performed by the Timekeeper.

G. Billing Clerk - The duties and functions of the Billing Clerk shall, at the discretion of the Employer, include, but not be limited



to, the preparation and/or computation of truck billing documentation, demurrage receipts, dock receipts and truck service tickets, cash collection and/or credit verification. The Billing Clerk's duties and functions shall include the duties and functions of plant clerical Employees who were formerly, or are now, called cashiers, import clerks, truck billing clerks, truck loading clerks and window clerks. Any paperwork related to the above functions shall be performed by the Billing Clerk.

H. The discretion granted to Employers under this Article does not allow the Employers to require or permit Employees outside the bargaining unit to perform work within the jurisdiction of the Union.

I. The input and output of information by computers related to the above duties shall be performed only by Employees in any of the classifications set forth above.

J. The inventorying of containers and chassis and the dispatching of containers, chassis and equipment shall be performed only by Employees in any of the classifications set forth above.

K. Shiprunners and Chief Clerks shall receive direction and supervision from management personnel of the Employers. All other Employees covered by this Agreement shall receive direction and supervision only from Shiprunners, Chief Clerks, their designees, or Foremen.

## ARTICLE II

### UNION SECURITY AND CHECK OFF OF UNION DUES

Section 1. It shall be a condition of employment that all Employees of the Employers covered by this Agreement who are members in good standing of the Union, and those who are not members in good standing on the execution date of this Agreement shall become and remain members in good standing of the Union on and after the 31st day following the

execution date of this Agreement or their first day of employment, whichever is later. The Union agrees that all such Employees will be accepted into membership on the same terms and conditions generally applicable to other members and, further, that good standing in the Union shall not be lost except by the failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2. The Employers shall deduct from the wages of those employees who so authorize them by written assignment or signed "check-off authorization" filed with the STA the total sum equal to one percent (1 %) of the straight time hourly rate for each hour paid. Those monies so deducted shall be paid to the national headquarters of the ILA by the fifteenth of the month following the end of each calendar quarter during which the Employee earned the wages.

Section 3. The Employers shall deduct from the wages of those Employees who so authorize them by written assignment or signed "check-off authorization" filed with the STA an amount of money, or percentage of wages earned, as directed by the Union from time to time. As of the effective date of this Agreement, that amount is two and one half percent (2-1/2%) of the straight time hourly rate for each hour, straight time and overtime, paid. Those monies deducted shall be paid to Local 953 by the fifteenth (15th) day of each month following the month in which the dues are withheld.

### ARTICLE III

#### DISPUTES, DISAGREEMENTS OR CONTROVERSIES

Section 1. Should any dispute, disagreement or controversy, hereinafter called a grievance, arise between an Employer or Employers and their Employees or the Union during the term of this Agreement, the

Employees shall continue to work pending the resolution of the grievance in the following manner:

A. The party initiating the grievance (Union or STA) shall give notice of the existence of the grievance as soon as possible to the other party.

B. A Committee of three persons designated by the STA, one of whom shall be a representative of the Employer or Employers involved as designated by the STA, and three persons designated by the Union, one of whom shall be the highest available resident official of the ILA, shall meet as soon as possible to attempt to resolve the dispute.

C. In the event of a deadlock by the Committee of Six on a grievance, the grievance may be submitted to arbitration by the Union or the Employer, but only by the Union or the Employer, in accordance with the following procedure:

1. Written notice of the submission of the grievance to arbitration shall be furnished by the party desiring arbitration to the other party within twenty (20) days after the deadlock by the Committee of Six. Within five (5) working days after receipt of the written notice of arbitration, the Employer and the Union are unable to agree upon the arbitrator within said five (5) days, the party desiring arbitration shall request Federal Mediation and Conciliation Service to submit to the Employer and the Union a list of seven (7) arbitrators limited to arbitrators who reside within Region 7 and are members of the National Academy of Arbitrators. Within five (5) working days after receipt of the list of arbitrators, the Employer and the Union shall confer and shall alternatively strike names from said list until one (1) name remains who shall be the arbitrator to hear and determine the dispute.

2. The fee and expenses of the arbitrator and the expense of the room where the arbitration hearing is held, if other than the offices of the STA or the Union, shall be shared equally by the Employer and the Union.

3. The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this agreement. The arbitrator shall determine any question of arbitrability.

4. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the Employees covered by this Agreement. A decision by the Union not to submit a grievance to arbitration shall also be final and binding upon the Employees covered by this Agreement.

#### ARTICLE IV

##### MINIMUM MANNING REQUIREMENTS

###### Section 1. VESSELS

A. Container Vessels, including barges, Ro/Ro, Lash and Sea-Bee.

1. One Shiprunner shall be employed the day before the vessel loads or unloads, all hours during which the vessel loads or unloads and the day after the vessel loads or unloads. If the day before the vessel loads or unloads is a Sunday or Holiday, the Shiprunner shall be employed on the last work day before the Sunday or Holiday (including Saturday). If the day after the vessel loads or unloads is a Sunday or Holiday (Employer's option) the ship runner shall be employed the first work day after the Sunday or Holiday (including Saturday). The day after is excluded on vessels utilizing one gang and 300 moves or less and on all container barges. The Shiprunner may be used for pre-stow at the Employer's discretion.

2. One Plan Clerk shall be employed during all hours that the vessel loads. Where two separate areas of a Ro/Ro vessel are worked simultaneously an additional Plan Clerk shall be employed.

3. Two Hatch Checkers shall be employed for each cargo gang, one of which may also be utilized for lot locations.

4. One Pre-stow Clerk shall be employed prior to the vessel's operation, provided that when other Employees provided by Local 953 perform the duties of a Pre-stow Clerk, a Pre-stow Clerk need not be employed. A Pre-stow Clerk shall not be required when discharging only.

5. One Mounting/Grounding Checker shall be employed for each mounting/grounding toploader, and may be utilized for lot locations in relation to mounting/grounding being performed.

B. General Cargo Vessels, Excluding Barges, Automobile Vessels and Single Commodity Vessels (e.g. forest products, special commodities, etc.)

1. A Shiprunner shall be employed on all ships loading and/or discharging in excess of 100 tons or 2240 pounds. A Shiprunner shall be employed the day before the vessel loads or unloads, all hours during which the vessel loads or unloads and the day after the vessel loads or unloads. If the day before the vessel loads or unloads is a Sunday or Holiday, the Shiprunner shall be employed on the last work day before the Sunday or Holiday (including Saturday). If the day after the vessel loads or unloads is a Sunday or Holiday, the Shiprunner shall be employed the first work day (Employer's option) after the Sunday or Holiday (including Saturday). The day after is excluded on vessels covered in Section D of this Article. The Shiprunner may be used for pre-stow at Employer's discretion.

2. One Plan Clerk shall be employed during all hours that the vessel loads. When two separate areas of a Ro/Ro vessel are worked simultaneously an additional Plan Clerk shall be employed.

3. One Pre-stow Clerk shall be employed prior to the vessel's operation, provided that when other Employees provided by Local 953 perform the duties of a Pre-stow Clerk, a Pre-stow Clerk need not be employed. A Pre-stow Clerk shall not be required when discharging only.

4. One Hatch Checker shall be employed for each cargo gang. When cargo is required to be sent to or from the vessel simultaneous to a physical hatch check, one additional Checker shall be employed for each cargo gang.

5. On tallying jobs where two or more hatches are working simultaneously, and where a physical hatch tally is required by the Employer, a relief Checker shall be hired.

6. One Mounting/Grounding Checker shall be employed for each mounting/grounding toploader, and may be utilized for lot locations in relation to mounting/grounding being performed.

7. On all conventional ships that have fifteen or more containers, one extra Checker shall be employed to work at the direction of the Shiprunner. On all conventional ships when loading or discharging containers in a hatch for a minimum of eight hours, two Checkers shall be employed per gang, one of which may also be utilized for lot locations. It is understood and agreed that the extra Checker need not be employed on ships that have two Checkers employed on any hatch handling containers.

C. Bulk Cargo Vessels

1. A Shiprunner/Timekeeper will be employed on all bulk vessels. The Shiprunner/Timekeeper will be employed between the hours

8:00 a.m. and 5:00 p.m. if vessel is working. If original order is for 7:00 p.m., a minimum of 5 hours is guaranteed. If vessel is working 7:00 p.m. to finish, Shiprunner/Timekeeper will be employed to finish. When labor works to midnight, the Shiprunner/Timekeeper will be paid only to 9:00 p.m., provided that he has worked to 6:00 p.m. on the same vessel. When labor works past midnight the Shiprunner/Timekeeper shall be paid to midnight only. If finishing the ship Shiprunner/Timekeeper shall be paid ship's time.

D. Single Commodity Vessels (e.g. forest products, special commodities, etc.), Automobile Vessels, and Intercoastal Barges.

1. A Shiprunner shall be employed on all ships loading and/or discharging cargo. The Shiprunner is to be employed for all hours of the vessel's operations and is to be employed the day previous to the operation. If the day before the vessel loads or unloads is a Sunday or Holiday, the Shiprunner shall be employed on the last work day before the Sunday or Holiday (including Saturday). The Shiprunner may be used for pre-stow at Employer's discretion.

2. One Pre-stow Clerk shall be employed prior to the vessel's operation, provided that when other Employees provided by Local 953 perform the duties of a Pre-stow Clerk, a Pre-stow Clerk need not be employed. A Pre-stow Clerk shall not be required when discharging only.

3. One Plan Clerk shall be employed during all hours that the vessel loads.

4. One Hatch Checker shall be employed per gang with the exception of lumber.

5. On tallying jobs where two or more hatches are working simultaneously, and where a physical hatch tally is required by the Employer, a relief Checker shall be employed.

6. When Employees represented by Local 953 do not also receive and/or deliver the cargo of a vessel into and/or out of the immediate pier area because the Employer loading or unloading the vessel does not have control over the cargo before loading or after discharge, a Receiving/Delivering Checker shall be employed for the vessel. The work of this Receiving/Delivering Checker shall be in connection with the receiving of the cargo from the pier to the vessel and/or the delivering of the cargo from the vessel to the pier. This Section shall not apply to lumber or new import automobiles.

Section 2. TERMINAL OPERATIONS: One Chief Clerk per Terminal/Employer

One Billing Clerk per Terminal/Employer

One Import/Export Clerk per Terminal/ Employer (No requirement for increased employment of Import/Export Clerks in terminals existing as of date of this Agreement.)

A. Container Operations

1. Major - 1 Assistant Chief Clerk, 1 TIR Clerk, 150 containers per day.

2. Consolidated - 1 Assistant Chief Clerk, 1 TIR Clerk, 100 containers per day.

3. On container operations, a Checker will be employed when mounting and dismounting containers and when numbers are recorded during bundling and unbundling of chassis or when chassis are to be selected by number. No additional Checkers required to switch containers (5 maximum) or heavy lifts for emergency purposes.



4. All inventories when required by Employer shall be performed by a Clerk designated by the Chief Clerk.

5. A Weigher shall be employed whenever weighing is done. For automatic sales, staffing shall be negotiated between the Employer and the Union.

B. Other than Container Operations

1. Major - 1 Assistant Chief Clerk, 1 Receiving/Delivering Clerk, Stuff/Strip Checker as needed. Any combination of 75 trucks, barges, RR cars, etc.

2. Consolidated - 1 Assistant Chief Clerk, 1 Receiving/Delivering Clerk, Stuff/Strip Checker as needed. Any combination of 75 trucks, barges, RR cars, etc. When an Employee is hired to receive in and deliver from the immediate pier area, he shall perform such duties within his craft as his Employer designates.

3. A Weigher shall be employed whenever weighing is done. For automatic scales, staffing shall be negotiated between the Employer and the Union.

Section 3. The employment of a Checker at the Amstar Corporation is to be at the Employer's option.

Section 4. The use of computers shall be governed by the Master Contract. Disputes will be resolved in accordance with the Master Contract Grievance Procedure.

Section 5.

A. 1. On any day an Employer hires a Local 333 Employee to handle cargo, it shall hire a Timekeeper. Such Local 333 Employees shall not include Garmen, Reefer Mechanics, Mechanics or Foremen not handling cargo, provided that if the Employer of such Employees employs allied crafts simultaneously, no additional Timekeeper is required.

2. If 8 or more gangs of Employees represented by ILA Local 333 are employed on any day, an additional Timekeeper shall be employed. For each 7 gangs or less employed over the first 7 gangs, an additional Timekeeper shall be employed.

B. 1. On any day an Employer hires 12 or more Employees represented by ILA Local 1429, or Reefer Mechanics (Local 333), in any combination, it shall hire a Timekeeper for that day.

2. In any week in which an Employer of such Employees listed in B.1 has not hired a Timekeeper pursuant to B.1, it shall hire a Timekeeper for one day provided that the Employer has hired at least one such Employee listed in B.1 in that week.

C. When only members of Local 953 are hired, no Timekeeper is required.

D. Employers not employing a Timekeeper in accordance with the foregoing may hire a Timekeeper on a daily basis.

## **ARTICLE V**

### **HOLIDAYS**

Section 1. Legal Holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Sunday, Decoration Day, Fourth of July, Labor Day, Defender's Day, Columbus Day, Thomas W. Gleason's Birthday, Election Day (presidential and Congressional Elections which fall on the first Tuesday after the first Monday in November), Veteran's Day, Thanksgiving Day, Christmas Day, and such other new National State Holidays as may be created and proclaimed by Executive Authority.

Section 2. In addition to the overtime rate of one and one half times the straight time or regular rate required to be paid for all work performed on these holidays, as specified in this Agreement, any

Employee, who, for the fiscal year from October 1, through September 30, receives from members of the STA credit for not less than 800 hours is to receive payment at the rate of eight hours each at the straight time hourly rate for sixteen (16) holidays, which are: Good Friday, Decoration Day, New Year's Day, Lincoln's Birthday, Washington's Birthday, Thanksgiving Day, Columbus Day, Veteran's Day, Defender's Day, Fourth of July, Labor Day, Martin Luther King, Jr.'s Birthday, Christmas Eve, Christmas Day, New Year's Eve and Thomas W. Gleason's Birthday. The rates of holiday pay for the fiscal years 2012-2018 are as set forth on Schedule A.

Section 3. Payment for the holidays specified in this Article shall be made at the end of the first full week of December and Employers shall not be required to make payment for them as they occur.

Section 4. It is understood that only baggage and mail shall be handled on New Year's Day, Labor Day, Fourth of July, Christmas Eve (December 24), Christmas Day and Easter Sunday. Christmas Eve work shall terminate at 6:00 a.m., December 24; New Year's Eve, Labor Day, Fourth of July and Easter Eves work shall terminate at 6:00 p.m.

Section 5. When terminal work is performed on a holiday, and Local 953-represented employees are required to work in conjunction and directly with employees represented by other Locals in the Port, provided the employees represented by other Locals are receiving wages of time and one-half, then the Local 953-represented employees also shall receive wages of time and one-half.

## **ARTICLE VI**

### **VACATION**

Section 1. During each year during the term of this Agreement, any Employee, who for the fiscal year from October 1 through September 30, receives from members of the STA credit for not less than 675 hours and

not more than 1099 hours, is to be granted one week's vacation pay; if he receives credit for not less than 1100 hours and no more than 1299 hours, he is to be granted two weeks' vacation pay; if he receives credit for not less than 675 hours in each of the three preceding fiscal years, he is to be granted three weeks' vacation pay; and if he receives credit for not less than 1300 hours, and provided he has received credit for not less than 675 hours in each of five of the six preceding fiscal years, he is to be granted four weeks' vacation pay for the fiscal year; irrespective of whether such hours were paid for at the straight time (regular) or overtime rates. Six weeks' pay is to be granted any Employee who receives from members of the STA from October 1 through September 30, credit for not less than 1500 hours, and provided he has received credit for not less than 675 hours in each of ten (10) of the twelve (12) preceding fiscal years, irrespective of whether such hours were paid for at the straight time (regular) or overtime rates.

Section 2. The rates of vacation pay for fiscal years 2012-2018 are as set forth on Schedule A.

Section 3. Vacation pay shall be paid within thirty days after each quarter to all Employees who were eligible for such vacation pay during the quarter.

Section 4. Upon presentation of orders, Employees who have earned vacation pay will be advanced the vacation pay before serving National Guard active duty and/or U .S. Military Reserve active duty.

Section 5.

A. Employees who are unable to work in all or part of the qualifying years by reason of sickness, injury, or disability which qualifies them for workmen's compensation, or who receive unemployment compensation, and whose absence from the industry as unable to work has been

certified by the standards established by the STA shall receive credit toward computation of vacation eligibility at the rate of twenty (20) hours per week during such sickness, injury, or disability, or during the period workmen's compensation is received. Employees shall receive credit toward vacation eligibility for the periods during which benefits are received from the STA-ILA Benefits Fund or up to a maximum of 675 hours.

B. Any Employee who worked qualifying hours under collective bargaining agreements in each of the years used for computation of vacation eligibility preceding his induction into the Armed Services of the United States, and who by reason of such service was unable to qualify in the qualifying years, shall be given eligibility credit for twenty (20) hours per week for the period of time actually in the Armed Services of the United States towards the computation of vacation eligibility, provided such Employee is other than dishonorably discharged from the Armed Services and returns to the industry within ninety(90) days of his release from active duty.

C. Full-time Union officers (those for who the Union makes contributions to the Pension and Benefits Plans) and Union member Employees of the STA-ILA Pension and Benefits Funds shall retain their eligibility for vacation. They shall not receive a vacation from the Steamship Trade Association while in office, but shall be given sufficient credit to insure that their term of office shall not disqualify them from being eligible for such vacation in any year immediately following the end of term of such office.

## ARTICLE VII

### VACATION AND HOLIDAYS

Section 1. A jointly-trusted and administered STA-ILA Vacation and Holiday Fund ("V&H Fund"), the details of which are contained in an

Agreement and Declaration of Trust, as amended from time to time, has been established for the Employees covered by this Agreement.

#### ARTICLE VIII

##### PENSION AND SEVERANCE AND ANNUITY

Section 1. A Pension Fund, the details of which are contained in an Agreement and Declaration of Trust, as amended from time to time, has been established for the Employees covered by this Agreement.

Section 2. Fringe benefit contributions as set forth in the Master Contract, for hours worked beginning on October 1, 2012, and until the termination of this Agreement shall be allocated between the Pension Fund, the Benefits Fund and the Severance and Annuity Fund in amounts to be determined by agreement of the parties, prior to the commencement of each Contract Year, provided that the Baltimore District Council concurs in such allocations.

Section 3. A Severance and Annuity Fund, the details of which are contained in an Agreement and Declaration of Trust, as amended from time to time, has been established for the Employees covered by this Agreement.

Section 4. Fringe benefit contributions as set forth in the Master Contract, for hours worked beginning on October 1, 2012, and until the termination of this Agreement shall be allocated between the Pension Fund, the Benefits Fund and the Severance and Annuity Fund in amounts to be determined by agreement of the parties, prior to the commencement of each Contract Year, provided that the Baltimore District Council concurs in such allocations.

#### ARTICLE IX

##### BENEFITS

Section 1. A Benefits Plan, details of which are contained in an Agreement and Declaration of Trust, as amended from time to time, has been established for the Employees covered by this Agreement.

Section 2. The Scholarship Fund which has been established under a prior collective bargaining agreement between the STA and the Union shall continue in full force and effect during the term of this Agreement.

Section 3. Fringe benefit contributions, as set forth in the Master Contract, for hours worked beginning on October 1, 2012, and until the termination of this Agreement shall be allocated between the Pension Fund, the Benefits Fund and the Severance and Annuity Fund in amounts to be determined by agreement of the parties, prior to the commencement of each Contract Year, provided that the Baltimore District Council concurs in such allocations.

#### **ARTICLE X**

##### **CONTAINER ROYALTY**

Section 1. The Container Royalty Fund which has been established by the STA and the Union under a previous collective bargaining agreement shall continue in full force and effect during the period of this Agreement.

Section 2. The provisions of Article XI, Container Royalty, of the Master Contract, which is in full force and effect from October 1, 2012, through September 30, 2018, is incorporated herein and made a part hereof as if fully set forth herein. The Royalty payment, effective in 1971, referred to in Article XI, § 2 of said Master Contract, shall continue to be paid to MILA during the term of this Agreement, provided that the Baltimore District Council concurs in such payment.

#### **ARTICLE XI**

NON-DISCRIMINATION

Section 1. There shall be no discrimination by the party of the first part against any members of the party of the second part, nor shall the party of the second part discriminate against the party of the first part. There shall be no discrimination by the Employers against any members of the Union because of their Union membership, nor shall either the Employers or the Union discriminate against any Employee or applicant for employment because of race, creed, color, national origin, age or sex.

ARTICLE XII

CENTRAL PAY STATION

Section 1. A Central Pay Station, as previously established by the STA and Union, shall continue in operation during the term of this Agreement.

ARTICLE XIII

ORDERING OF EMPLOYEES, SHIFTING WITHIN/OUT OF TERMINAL, INCLEMENT WEATHER PAY, SAFETY AND INCLEMENT WEATHER GEAR

Section 1. All Employees covered by this Agreement shall be ordered and hired from the Union Hall in accordance with the seniority system in effect as of the effective date of this Agreement, which system may be changed during the term of this Agreement only by a written document mutually agreed to between the STA and the Union.

Section 2. The Employers shall retain the right to reject any Employee referred to them by the party of the second part who is not able to perform the work required.

Section 3. The party of the first part and the party of the second part shall post in all places where notices to all Employees and applicants are customarily posted a notice containing all the



provisions relating to the functioning of the hiring procedures referred to herein,

Section 4. The selection of applicants for referral to Employers shall not be based on or in any way affected by membership in the party of the second part nor by the by-laws, rules, regulations or provisions of the constitutions of the party of the second part, or by any other aspect of obligation of Union membership policies or requirements, and, to the extent that there are any such rules, regulations, policies, by-laws, or provisions of Union constitutions, such are not to be binding on the party of the second part with respect to this Agreement.

Section 5. When an insufficient number of persons are available under the hiring procedure set forth in Section 1, above, to perform the work in a satisfactory manner, the party of the first part may employ such other persons as are available, and the persons so employed may continue to work until the end of the day's work for which they are employed, after which the regular hiring procedure will be again followed.

Section 6. The following procedures will apply for the ordering of all Employees covered by this Agreement:

A. At the time of ordering, Employers shall specify the name of the vessel, berth, starting time and commodity or commodities to be loaded or unloaded. It is expressly understood that where a conflict might arise in case the location of a vessel might differ from that given when ordering Employees, Employees shall report to the vessel wherever it might be berthed. "Conflict" means delay of a vessel at a previous pier preventing shift to a second terminal, or delay of a preceding vessel preventing the berthing of a fresh ship at an intended berth.

B. With exceptions noted herein, ordering of Employees for weekdays shall be between the hours of 1:00 p.m. and 3:00 p.m. on:

1. Monday, for Monday evening at 7:00 p.m., 12:00 Midnight and Tuesday at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m. or 3:00 p.m.

2. Tuesday, for Tuesday evening at 7:00 p.m., 12:00 Midnight and Wednesday at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m. or 3:00 p.m.

3. Wednesday, for Wednesday evening at 7:00 p.m., 12:00 Midnight and Thursday at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m. or 3:00 p.m.

4. Thursday, for Thursday evening at 7:00 p.m., 12:00 Midnight and Friday at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m. or 3:00 p.m.

5. No orders for Employees for Monday or Tuesday when the preceding Monday was a legal holiday are subject to cancellation. Solely on Monday, or Tuesday following a Monday holiday, in the event a vessel cannot be worked due to equipment failure, non-arrival or some similar circumstance, following notification of the Hiring Hall and approval of a Union official and approval not to be unreasonably withheld, the employer may set back an 8:00 a.m. order to either 10:00 a.m. or 1:00 p.m., all existing guarantees to apply to setbacks.

Orders for Employees Tuesday through Friday shall be a firm order without setback privilege, in which case the orders will constitute an 8-hour guarantee.

Orders placed in the hall during ordering hours may be canceled or changed prior to end of ordering period; that is, by 3:00 p.m., Monday through Friday, and by 11:30 a.m. on Saturday.

Ordering of 5:00 p.m. Employees (Employees reporting for work at 5:00 p.m.) on weekdays shall be not later than 8:00 a.m. the same day. 5:00 p.m. orders may be given only for bulk, liquid products, ore and scrap.

C. With exceptions noted herein, ordering of Employees for weekends shall be:

1. Friday, from 1:00 p.m. to 3:00 p.m. for Friday at 7:00 p.m., 12:00 Midnight, Saturday at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m., 3:00 p.m. and 5:00 p.m.

2. Saturday, from 9:30 a.m. to 11:30 a.m. for Saturday at 7:00 p.m., 12:00 Midnight and Sunday at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m., 7:00 p.m., and 12:00 Midnight.

3. Saturday, from 9:30 a.m. to 11:30 a.m. for Monday at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m. and 3:00 p.m.

4. Shiptside orders to be permitted at 12:00 noon, 5:00 p.m., 6:00 p.m., 12:00 Midnight and 4:00 a.m. on any day including Saturdays, Sundays, and Holidays.

D. With exceptions noted herein, ordering of Employees for holidays shall be:

1. For holidays falling on weekdays, given on the previous day from 1:00 p.m. to 3:00 p.m. for 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m., 7:00 p.m., and 12:00 Midnight.

2. For holidays falling on Mondays, given by 11:30 a.m. on the preceding Saturday.

3. In the event of an emergency after the usual ordering hours, and Employees are available and desired to work, the Employers are at liberty to employ them, if the following conditions are met:

a. The Employer must first notify an official of Local 953 of its intention to hire such Employees and explain the nature of the emergency which justifies such after-hour hiring.

b. The official of Local 953 must agree that such an emergency exists.

c. The official of Local 953, whenever possible, shall be informed of the Employees who are employed.

Shipside orders to be permitted at 12:00 noon, 5:00 p.m., 6:00 p.m., 12:00 Midnight and 4:00 a.m. on any day including Saturdays, Sundays, and Holidays.

E. Orders for Shiprunners placed after the ordering times outlined above shall result in the employee ordered receiving wages equal to one and one-half times the prevailing hourly rate for all hours worked pursuant to that order, unless an unavoidable circumstance can be conclusively proven.

F. It is understood that, during their period of employment, Employees will shift only within a terminal without additional minimum between vessels handled by the same steamship company or agent, but will only shift out of a terminal without additional minimum to follow the vessel upon which originally employed.

G. The Employers reserve the right to order Employees to work in inclement weather and will pay an additional premium of \$2.50 per hour for the full period of work on all vessels, including barges, except bulk cargo vessels. This premium will not be paid on terminal operations. The Employers will be guided by safety considerations in ordering Employees to work in inclement weather and, if the Employer deems it unsafe to work, the Employees will be paid for the time while standing by. If Employees refuse to work in inclement weather when ordered to do so by the Employer, they will be paid only for the time worked, if any, and will not be paid anything if no work is performed. Such Employees who refuse to work will be immediately replaced and the replacement Employee's time starts when the original Employee's time stops. The Employer will have a reasonable time after execution of

this Agreement to implement a system whereby inclement weather hours and pay will be itemized on employees' pay stubs.

H. The STA will supply vests, hard hats, rain gear and other agreed upon safety equipment (e.g., "rain gear") required for working on the docks for all Local 953 members upon their joining Local 953.

I. The STA is required to issue \$75.00 credit slips for OSHA approved safety shoes/boots to all 953-represented employees annually.

#### ARTICLE XIV

##### WAGE RATES, MEAL HOURS, MINIMUM GUARANTEES OF WAGES AND HOURS, OVERTIME RATES AND PREMIUMS

Section 1. Whenever "2012-2013" or "12-13" are used in the Article, it shall mean October 1, 2012 through September 30, 2013; "2013-2014" or "13-14" shall mean October 1, 2013 through September 30, 2014; and, so on. Wherever the daily rate of pay is used in this Article, the straight time hourly rate of pay may be determined by dividing the daily rate of pay by eight (8) hours.

Section 2. Daily Rates of Pay, Hourly Overtime and Premiums are as set forth in Schedule B.

##### All Other Vessels Not Covered By Any Addendum or Other Agreement:

Employees shall receive regular straight-time hourly wage rates of pay and increases in accordance with the October 1, 2012 through September 30, 2018 Master Contract for this work.

Section 3. Rates for working explosives; cargo to or from stranded vessels; cargo damaged by fire, water or in otherwise distressed condition are double those above. These rates are to be paid on a pro rata basis for time actually worked on such cargo. When not working on such cargo, the regular rates set forth above shall apply.

Section 4. Traveling time to and from a vessel is included in the daily rates set forth above. Any travel or work outside of the eight

(8) hours included in the daily rate are to be paid at the hourly overtime rates set forth above.

Section 5. When working down the Bay, employees shall be paid \$2.00 per meal period in addition to all meal period penalties and they shall provide their own meals.

Section 6. Meal Hours

A. Meal hours shall be from 6:00 a.m. to 7:00 a.m., from 12:00 Noon to 1:00 p.m., 6:00 p.m. to 7:00 p.m. and from 12:00 Midnight to 1:00 a.m. (Excluding Midnight start period). The full meal hour rate shall be paid if any part of the meal hour is worked. No Employees may demand to work through a meal hour.

B. When newly employed Employees are ordered out for work at 5:00 p.m., time shall continue from 5:00 p.m. without counting the meal hour from 6:00 p.m. to 7:00 p.m.

C. Premium pay for working meal hours for all Employees other than Shiprunners, Chief Clerks and Weighers.

1. 12:00 Noon to 1:00 p.m. Mondays through Fridays -- straight time days Employees working these meal hours shall be paid at the rate of 1.5 times their straight time rate per hour as set forth in Schedule B.

If Employees continue to work beyond the noon meal hour and finish before 3:00 p.m., they shall be paid for a minimum of two hours, in addition to the meal hour and their regular rate per hour, an additional rate per hour of 0.5 times their straight time rate per hour as set forth in Schedule B.

Employees working beyond 3:00 p.m. after having worked through the meal hour, shall be paid for each hour or fraction thereof, in addition to the above and their regular rate per hour, an additional

rate of 2.0 times their straight time rate per hour as set forth in Schedule B.

2. 12:00 Noon to 1:00 p.m. Saturdays, Sundays, or Holidays -- Employees working these meal hours shall be paid at the rate of 2.0 times their straight time rate per hour as set forth in Schedule B.

If Employees continue to work beyond these meal hours, they shall be paid as specified in Section 7, below:

3. 6:00 p.m. to 7:00 p.m. and 12:00 Midnight to 1:00 a.m. (Excluding Midnight start period) -- Employees working these meal hours shall be paid at the rate of 2.0 times their straight time rate per hour as set forth in Schedule B.

If Employees continue to work beyond the meal hour, they shall be paid for a minimum of two hours, in addition to the meal hour, at the rate per hour of 1.5 times their straight time rate per hour as set forth in Schedule B.

Fresh Employees who commence work at 7:00 p.m. and work through the meal hour from 12:00 Midnight to 1:00 a.m. shall be paid as above, but not for less than a minimum of four hours at such rates.

4. 6:00 a.m. to 7:00 a.m. -- Employees working this meal hour shall be paid at the rate of 2.0 times their straight time rate per hour as set forth in Schedule B.

If Employees continue to work beyond the meal hour, and finish before 8:00 a.m., they shall be paid, in addition to the meal hour, only one additional hour at the rate of 2.0 times their straight time rate as set forth on Schedule B.

If Employees continue to work beyond the meal hour, and finish after 8:00 a.m., they shall be paid as above, to 8:00 a.m.

It is agreed that 6:00 a.m. - 7:00 a.m. is a meal hour in all respects. When this meal hour is taken during weekdays, the Employees

will be paid the overtime rate of one and one-half times the straight time rate from 7:00 a.m. until finished, and the straight time rate until 5:00 p.m.; on Saturdays, Sundays, and Holidays, when this meal hour is taken, the Employees will be paid the overtime rate of twice the straight time rate from 7:00 a.m. until finished and the overtime rate of one and one-half times the straight time rate until 5:00 p.m. The provisions of this paragraph shall apply to Employees covered under (D) below also.

D. Premium pay from working meal hours for Shiprunners, Chief Clerks and Weighers.

1. 12:00 Noon to 1:00 p.m. Mondays through Fridays -- straight time days -- Employees working these meal hours shall be paid at the rate of 1.5 times their straight time rate per hour as set forth in Schedule B.

If a vessel is worked through this meal hour but one or more gangs are knocked off at 12:00 Noon and resume at 1:00 p.m., the Employees shall be paid, in addition to their straight time rate, for this meal hour only, at the rate of 0.5 times their straight time rate per hour as set forth in Schedule B.

The Employees shall be allowed time for their meal without prejudicing this Agreement. However, if any gangs continue to work beyond the noon meal hour, and finish before 3:00 p.m., the Employees shall be paid for a minimum of two hours, in addition to the meal hour and their regular rate per hour, at the additional rate per hour of 0.5 times their straight time rate per hour as set forth in Schedule B.

2. 12:00 Noon to 1:00 p.m. - Saturdays, Sundays or Holidays -- Employees working these meal hours shall be paid at the rate of 2.0 times their straight time rate per hour as set forth in Schedule B.



If Employees continue to work beyond these meal hours, they shall be paid as specified in Section 7 below:

3. 6:00 p.m. to 7:00 p.m. and 12:00 Midnight to 1:00 a.m.  
(Excluding Midnight start period) -- Employees working these meal hours shall be paid at the rate of 2.0 times their straight time rate per hour as set forth in Schedule B.

If Employees continue to work beyond the meal hour, they shall be paid for a minimum of two hours, in addition to the meal hour, at the rate of 1.5 times their straight time rate per hour as set forth in Schedule B.

Fresh employees who commence work at 7:00 p.m. and work through the meal hour from 12:00 Midnight to 1:00 a.m. shall be paid as above, but for not less than a minimum of four hours at such rates.

4. 6:00 a.m. to 7:00 a.m. -- Employees working this meal hour shall be paid at the rate of 2.0 times their straight time rate per hour as set forth in Schedule B.

If Employees continue to work beyond the meal hour, and finish before 8:00 a.m., they shall be paid, in addition to the meal hour, only one additional hour at the rate of 2.0 times their straight time rate per hour as set forth in Schedule B.

If Employees continue to work beyond the meal hour, and finish after 8:00 a.m., they shall be paid as above, to 8:00 a.m., and as per Section 2 of this Article.

E. The Employer shall have the option of implementing staggered meal hours to allow for continuous operations. Meal hours may be taken either during the 4<sup>th</sup> or 5<sup>th</sup> hour of operation. Meal hours for individual employees will be designated at the beginning of each workweek and will be effective for that workweek. The number of persons and the identities of the persons who are assigned to those

shifts shall be jointly agreed upon by the Terminal Manager and the Chief Clerk.

Section 7. Minimum Hour and Wage Guarantees.

A. Straight time or regular day rate shall be paid for eight hours' work, or for any fraction thereof, performed from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. (straight time days) Monday to Friday, inclusive. In addition to the normal day shift of 8:00 a.m. to 5:00 p.m., there shall be a day shift of 7:00 a.m. to 4:00 p.m. and/or 9:00 a.m. to 6:00 p.m., Monday through Friday. Work by all employees during the first hour of the shift 7:00 a.m. to 4:00 p.m. and work by all employees during the last hour of a shift of 9:00 a.m. to 6:00 p.m. shall be paid for at time and one quarter the employee's straight time rate of pay. The number of persons and the identities of the persons who are assigned to those shifts shall be jointly agreed upon by the Terminal Manager and Chief Clerk. There may be a 6:00 a.m. to 3:00 p.m. shift in the event the parties can reach an agreement pertaining to manning.

B. All other time, except meal hours and specified penalty hours, but including the legal holidays specified in this Agreement, except as outlined in Section E below, shall be considered overtime and shall be paid for at the overtime rate listed in Section 2 of this Article.

C. When Employees who have been employed during the day are ordered back, they shall receive a minimum of two hours' pay if laid off or finished sooner with the work at hand. Employees working until 6:00 p.m. shall be considered fresh Employees at 7:00 p.m. except when finishing a hatch or ship, then the minimum is to be two hours. When Employees are ordered back to work until 12:00 p.m. and are again ordered back to work until 1:00 a.m., they shall receive a minimum of two hours' pay between 1:00 a.m. and 6:00 a.m. Employees who began

work at either 8:00 a.m. or 1:00 p.m. and are stopped at 5:00 p.m. and re-ordered for 7:00 p.m. shall be considered fresh Employees.

Employees will be permitted to complete work already started by them when work continues after the 6:00 p.m.-7:00 p.m. meal hour and will terminate by 12:00 Midnight. (No automatic 5-hour minimum.)

D. When fresh Employees are ordered out for work for 5:00 p.m. or 7:00 p.m. and fail to work for five hours through no fault of their own, they shall receive a minimum of five hours' pay. When such Employees are ordered back for work between 1:00 a.m. and 6:00 a.m., they shall receive a minimum of four hours' pay for work during the second period.

E. When Employees working in terminals, other than Shiprunners, Chief Clerks and Weighers, are ordered out for work on Saturdays, Sundays, or Holidays, they shall receive a minimum of eight hours pay at their straight time hourly rate of pay as set forth in Schedule B, if employed between 8:00 a.m. and 12 noon or from 1:00 p.m. to 5:00 p.m., unless they are required to work on a holiday in conjunction and directly with employees represented by other Locals in the Port, provided the employees represented by other Locals are receiving wages of 1.5 times the straight time hourly rate of pay as set forth in Schedule B, then Local 953-represented employees also shall receive wages at the rate of 1.5 times their straight time hourly rate of pay as set forth in Schedule B.

If employed between 8:00 a.m. and 12:00 Noon and ordered back at 1:00 p.m., they shall receive a minimum of eight hours pay at the rate of 1.5 times their straight time hourly rate of pay as set forth in Schedule B.

When Employees, other than Shiprunners, Chief Clerks and Weighers report for ship operations work on Saturdays, Sundays, or Holidays,

they shall receive a minimum of eight hours pay at the rate of 1.5 times their straight time hourly rate of pay as set forth in Schedule B.

F. Shiprunners, Chief Clerks and Weighers who report for work on Saturdays, Sundays, and Holidays shall be paid a minimum of 8 hours at the overtime rate of 1.5 times the straight time rate of pay as set forth in Schedule B.

G. Chief Clerks who are employed on Saturday solely to order labor shall be paid the straight time daily rate.

H. On days when cargo vessels have cargo operations during any portion of a normal day (8:00 a.m./12-1:00 p.m./5:00 p.m.), a Shiprunner shall commence work at 7:00 a.m., and shall be paid until 6:00 p.m., as a minimum.

I. On Monday through Friday, the Chief Clerk shall be guaranteed a minimum of eight (8) hours straight time and one (1) hour of time and one half, other than on such days when the vessels work at which time the Chief Clerk shall be guaranteed a minimum of eight (8) hours straight time and two (2) hours of time and one half.

J. On Monday through Friday the Assistant Chief Clerk shall be guaranteed a minimum of eight (8) hours straight time. On days when vessels work the Assistant Chief Clerk shall also be guaranteed a minimum of one (1) hour of time and one half for the day before, the day of and the day after the vessels work when such days occur on Monday through Friday.

K. On Monday through Friday, the Weigher shall be guaranteed a minimum of eight (8) hours of straight time and one (1) hour of time and one half.

L. When an Employer employs a regular Timekeeper, that Timekeeper shall be guaranteed a minimum of forty (40) hours per week at the

straight time rate. The straight time week shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, with one (1) hour for lunch between 11:00 a.m. and 2:00 p.m.

Section 8. On a midnight start on all vessels, a minimum guarantee of eight (8) hours to be paid at six (6) hours at 1 ½ the straight time rate and two (2) hours at twice the straight time rate. Employees shall not be worked beyond 7:00 A.M. except to finish a vessel. If employees continue to work beyond 7:00 A.M., they will also be paid in addition to the above twice the straight time for each hour or fraction thereof between 7:00 A.M. and 8:00 A.M. In addition, if the employees continue to work beyond 8:00 A.M. they shall be paid the overtime rate of twice the straight time or regular rate for each hour or fraction thereof until finished and the prevailing rate for the balance of the time until 5:00 P.M.

Section 9. Shiprunners, Timekeepers and Chief Clerks with full-time terminal jobs shall be paid a full-day's wages in the event they are prevented from working due to a state of emergency.

#### ARTICLE XV

##### MISCELLANEOUS PROVISIONS

Section 1. In the event any Employee or group of Employees represented by Local 953 causes a work stoppage, others 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 worked and shall not receive pay for the minimum periods guaranteed, nor shall they receive credit for availability during any work stoppages.

Section 2. All new Employees coming into the industry after October 1, 1974, shall have satisfactorily passed a pre-employment physical examination to be paid for by the individual with the cost of same to be refunded to the individual by the Steamship Trade Association if the

individual passes the examination provided he works a minimum of 700 hours during the twelve-month period immediately following acceptance in the industry. This 700-hour eligibility shall in no way change other eligibility requirements of this or other agreements which are based upon contract years or a different number of hours. Physical fitness requirements and place of examination will be put into effect by a committee composed of an equal number of representatives of the STA and the ILA with the understanding that as soon as such is workable, it will go into effect.

Anyone who has not passed a pre-employment physical exam will not accrue any benefits or eligibility under the Vacation and Holiday, Pension, Benefits, and Container Royalty Funds. No person shall be admitted into the industry until the person has passed the pre-employment physical exam.

Any individual having been found medically disqualified for employment may apply for reexamination and may submit additional medical information to the examining facility. The cost of such reexamination and additional medical information shall be borne by the individual. Nothing contained herein shall be interpreted to limit the applicability of the grievance procedure set forth in Article III above, except that the Seventh Man, when needed, shall be selected from a panel of Medical Doctors.

Section 3. All terms, conditions and Addendum Agreements, including any extensions and amendments thereto, of the current STA/ILA Local 953 Collective Bargaining Agreement are hereby extended and remain in full force and effect, except as modified herein.

Section 4. No one shall make any change in this Agreement; make any adjustment, render any decision or interpretation of any provision

thereof which shall be binding on any of the parties thereto, except in the manner provided for in Article III.

Section 5. Past practices and arbitration decisions interpreting language unchanged from the prior agreements between the parties shall remain applicable with respect to this Agreement. Moreover, the parties agree that the STA must provide notice and opportunity to bargain to the Union prior to any employer-member of the STA making any change in past practice.

Section 6. All Local 953-represented employees shall be paid only the number of hours that are contractually-required and shall remit to the fringe benefit funds contributions on behalf of those employees for all hours worked and/or paid. In the event any employer-member wishes to incentivize pay, it must get the Union's approval beforehand.

Section 7. Consistent with the Master Contract, bargaining unit work shall only be performed by bargaining unit employees.

## **ARTICLE XVI**

### **TRAINING**

STA-ILA shall establish comprehensive training and qualification programs for all job classifications set forth in the Local Agreement, to be defined and developed and agreed by the parties and their respective counsel. All employees may seek training and qualification for any job classification. It is agreed that everyone will be grandfathered into their existing position but need to be certified for any job they wish to bid. There will be testing for persons to become certified for employment in any job classification. The initial training shall be provided by the STA/ILA. Any employee failing his or her certification testing shall bear the cost of any retraining and must pass the required testing in order to qualify for employment in a particular job classification.

ARTICLE XVII

DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from 12:01 a.m. on October 1, 2012 to 12:00 Midnight on September 30, 2018.

Should either the STA or the Union desire to terminate or modify this Agreement on its expiration date, then notice shall be given by the STA and/or the Union at least sixty (60) days prior to said expiration date. Failing such notice, this Agreement shall automatically renew itself and continue in full force and effect until September 30, 2019, and yearly thereafter, unless notice is given by the STA or the Union of its desire to terminate or modify this Agreement at least sixty (60) days prior to September 30, 2018, or any anniversary date thereafter. Such notice shall be deemed to have been given when properly addressed to the STA or the Union and deposited, by certified or registered mail, in the postal service

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 3rd day of February 2014.

STEAMSHIP TRADE ASSOCIATION  
OF BALTIMORE, INC., On Behalf  
Of Its Members

BY:

Michael P. Angelou  
President

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, AFL-CIO,  
LOCAL 953

BY:

Stephen T. Smith  
Business Agent

9/20/13



AGREEMENTS NEGOTIATED BY THE STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC.  
ON BEHALF OF ITS MEMBERS WITH THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL 953 FOR THE PORT OF BALTIMORE

EFFECTIVE OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2018

## SCHEDULE A

## Master Contract Wage Progression 10/1/13 - 9/30/18

Contract Years	10/01/13	10/01/14	10/01/15	10/01/16	10/01/17
	09/30/14	09/30/15	09/30/16	09/30/17	09/30/18
* Wage Increase of \$1.00 only for Highest Rate		*		*	*

If you have the following Qualified Years of Service on October 1 of the Contract Years set forth above, your base wage for each Contract Year of this Master Contract will be:

0	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
2	\$23.00	\$23.25	\$23.25	\$23.50	\$23.75
3	\$23.00	\$23.25	\$23.25	\$23.50	\$23.75
4	\$27.50	\$28.15	\$28.15	\$28.75	\$29.40
5	\$27.50	\$28.15	\$28.15	\$28.75	\$29.40
6 or More	\$32.00	\$33.00	\$33.00	\$34.00	\$35.00

AGREEMENTS NEGOTIATED BY THE STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC.  
ON BEHALF OF ITS MEMBERS WITH THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL 953 FOR THE PORT OF BALTIMORE

EFFECTIVE OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2018

## SCHEDULE B

# Local 953 Contract

## Summary of Multi-Tiered Master Contract Pay Rates For Contract Years 10-01-13 through 9-30-18

Qualifying Years of Service on Oct. 1st	CONTRACT YEAR					
	10/01/12-09/30/13	10/01/13-09/30/14	10/01/14-09/30/15	10/01/15-09/30/16	10/01/16-09/30/17	10/01/17-09/30/18
6 +	1	2	3	4	5	6
	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
1	\$	\$	\$	\$	\$	\$
0	\$	\$	\$	\$	\$	\$

1. These wage rates only apply to Local 953 members that have earned the required Years of Service (YOS) under the qualifying terms of the Master Contract. A qualified year of service for all contract years prior to October 1, 2009 is one in which the employee is credited with at least one hour of service. A qualified year of service for all contract years after September 30, 2009 is one in which the employee is credited with at least 700 hours of service.
2. To calculate the daily rate, multiply the hourly rate above by eight (8).
3. To calculate the overtime hourly rate, multiply the hourly rate above by 1.5.
4. To calculate the double-time rate, multiply the hourly rate above by 2.

## Local 953 Contract

### Summary of Multi-Tiered Shiprunner, Chief Clerk and Weigher Pay Rates For Contract Years 10-01-13 through 9-30-18

Qualifying Years of Service on Oct. 1st	CONTRACT YEAR					
	10/01/12-09/30/13	10/01/13-09/30/14	10/01/14-09/30/15	10/01/15-09/30/16	10/01/16-09/30/17	10/01/17-09/30/18
6 +	1	2	3	4	5	6
	\$	\$	\$	\$	\$	\$
5		36.80	37.95	37.95	39.10	40.25
		\$	\$	\$	\$	\$
4		31.63	32.37	32.37	33.06	33.81
		\$	\$	\$	\$	\$
3		31.63	32.37	32.37	33.06	33.81
		\$	\$	\$	\$	\$
2		26.45	26.74	26.74	27.03	27.31
		\$	\$	\$	\$	\$
1		23.00	23.00	23.00	23.00	23.00
		\$	\$	\$	\$	\$
0		23.00	23.00	23.00	23.00	23.00
		\$	\$	\$	\$	\$

1. These wage rates only apply to Local 953 members that have earned the required Years of Service (YOS) under the qualifying terms of the Master Contract. A qualified year of service for all contract years prior to October 1, 2009 is one in which the employee is credited with at least one hour of service. A qualified year of service for all contract years after September 30, 2009 is one in which the employee is credited with at least 700 hours of service.
2. To calculate the daily rate, multiply the hourly rate above by eight (8).
3. To calculate the overtime hourly rate, multiply the hourly rate above by 1.5.
4. To calculate the double-time rate, multiply the hourly rate above by 2.

## Local 953 Contract

**Summary of Multi-Tiered Break-Bulk and Bulk Lift-on/Lift-off Pay Rates**  
**For Contract Years 10-01-12 through 9-30-18**

		<b>CONTRACT YEAR</b>					
Classification		10/01/12- 09/30/13	10/01/13- 09/30/14	10/01/14- 09/30/15	10/01/15- 09/30/16	10/01/16- 09/30/17	10/01/17- 09/30/18
Shiprunner & Primary Pier Clerk	1	\$ 25.00	\$ 25.00	\$ 25.50	\$ 25.50	\$ 26.00	\$ 26.50
Clerks & Checkers - Pier/Terminal	2	\$ 19.00	\$ 19.00	\$ 19.50	\$ 19.50	\$ 20.00	\$ 20.50

1. To calculate the daily rate, multiply the hourly rate above by eight (8).
2. To calculate the overtime hourly rate, multiply the hourly rate above by 1.5.
3. To calculate the double-time rate, multiply the hourly rate above by 2.

## Local 953 Contract

### Summary of Multi-Tiered Break-Bulk and Bulk Lift-on/Lift-off Pay Rates (Local 2066)

For Contract Years 10-01-12 through 9-30-18

		CONTRACT YEAR					
Classification		10/01/12- 09/30/13	10/01/13- 09/30/14	10/01/14- 09/30/15	10/01/15- 09/30/16	10/01/16- 09/30/17	10/01/17- 09/30/18
Shiprunner & Primary Pier Clerk	1	\$ 25.00	\$ 25.00	\$ 25.50	\$ 25.50	\$ 26.00	\$ 26.50
Clerks & Checkers - Pier/Terminal	2	\$ 19.00	\$ 19.00	\$ 19.50	\$ 19.50	\$ 20.00	\$ 20.50

1. To calculate the daily rate, multiply the hourly rate above by eight (8).
2. To calculate the overtime hourly rate, multiply the hourly rate above by 1.5.
3. To calculate the double-time rate, multiply the hourly rate above by 2.