

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION
LOCAL 953

and the

STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC.

Seniority System Addendum

PREAMBLE:

Summary of Governing Documents

Article XIII, §1 of the collective bargaining agreement between International Longshoremen's Association, Local 953 ("Local 953") and the Steamship Trade Association of Baltimore, Inc. ("STA")¹ provides that "[a]ll 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 of that same Article provides that "[t]he Employers shall retain the right to reject any Employee referred to them by the [Union] who is not able to perform the work required." Section 3 of that same Article provides that the STA and Local 953 shall post "a notice containing all the provisions relating to the functioning of the hiring procedures" in places where notices are customarily posted. Section 4 of that same Article provides that "[t]he selection of applicants for referral to Employers shall not be based on or in any way affected by membership in the [Union] nor by the by-laws, rules, regulations or provisions of the [Union] constitutions . . ." Finally, Section 5 of that same article provides that the Employers may employ "such other persons as are available" for one day in the event "an insufficient number of persons are available under the hiring procedure set forth in Section 1."

The seniority system currently in place is set forth in a document known as "Bulletin 25-66".² This was collectively negotiated between Local 953 and STA. Under the seniority system established in the bulletin, employees are consolidated into seniority groups designated by letters of the alphabet (e.g., Group A, Group B, etc.) according to the year(s) that they entered the trade. The essence of the system is contained in the opening statement: "Seniority shall be defined as the basis upon which [bargaining unit employees] are accorded priority of employment." Additional seniority groups have been added throughout the years such that there are currently 15 groups (A through O) plus, at the bottom of the list, casual employees.³ Bulletin 25-66 also provides for the establishment and maintenance of a Seniority Board comprised of two persons from Local 953 and two named by STA. It is the function of this Board to, among other things, "establish and agree upon rules for the implementation of this Article" and to

¹ See attachment 1.

² See attachment 2.

³ See attachment 3.

reach final and binding interpretations of the Bulletin in the event there arises a dispute as to its meaning or interpretation.

On July 29, 1994, Local 953 and STA negotiated an addendum to the collective bargaining agreement.⁴ This Addendum provides for, among other things, a progressive disciplinary system. According to this system, employees who are absent or who perform poorly "are subject to discharge or discipline in accordance with the following:

First Offense	Written Warning
Second Offense	Written Warning
Third Offense	Written Warning and three (3) day suspension
Fourth Offense	Discharge"

This system also provides that any disciplinary action taken be removed from the employee's record after 12 months and the employee shall revert one step back in the disciplinary progression. Finally, the system provides that suspended or discharged employees may be excluded from employment with other STA employers.

Purpose

The purpose of this document is to establish a revised seniority system that adheres to the concepts of seniority articulated in Bulletin 25-66 while ensuring an equitable distribution of available work among employees and recognizing STA employers' desire for flexibility, efficiency, continuity and productivity and that is fair to bargaining unit employees. This system will be reviewed periodically to determine whether it is functioning in a manner consistent with this purpose.

ARTICLE I Terminal Operations

a. Job Rotation

Employees will be assigned work in order of seniority. In the event that there are more employees in a particular seniority group that want to work in terminal positions than there are positions available, all employees in that group will be rotated in alphabetical order on a daily basis. In other words, all members of the last seniority group that is referred out on a particular day/night will be rotated on an alphabetical basis. On the following day, the Order Clerk will begin at the point at which he left off on the previous day, and refer employees according to seniority.

b. Bumping

Employees may "bump" less senior employees (i.e., employees in a lower seniority group) on terminal positions. An employee that exercises the right to "bump" may only

⁴ See attachment 4.

do so on the first day or fifteenth day of the month and must notify the Union Hall at least fourteen (14) days prior of to the intention to "bump" in writing, giving the name of the individual to be "bumped", the job position and company involved. A copy of the written notice will be promptly forwarded to the Seniority Board. The employee "bumping" must remain in that position for a period of no less than six months (or the duration of the job, if less than six months) or relinquish the right to "bump" for a subsequent six month period.

c. Filling temporary and permanent vacancies

Vacancies can be created in several different ways. For instance, they may be created in the event manning levels increase or in the event employees die, become physically unable to work, retire, resign or are discharged or suspended for cause. Vacant positions will be put up for bid and filled according to seniority under the rules of this System. In the event more than one individual with equal seniority bids on a particular job, the Employer will make the selection. However, the Employer will give preference in the selection to employees currently employed in the particular operation where the vacancy has arisen.

d. Elimination of jobs

Jobs may be eliminated so long as the manning requirements in the collective bargaining agreement are adhered to. In the event a terminal position is eliminated, the affected employee may bump a less senior employee.

e. Skills, ability and performance

This seniority system is predicated on employees having the skills and ability to perform the job and that they expend the effort necessary to produce to the reasonable satisfaction of the Employer. To that end, employees must perform duties as assigned by the Chief Clerk. The parties recognize that employees that do not give a fair day's work for a fair day's pay are detrimental to all concerned. Similarly, Employers that fail to adhere to the seniority rules of this Agreement, fail to train employees on new technologies and skills and that utilize non-bargaining unit personnel to perform bargaining unit work, violate not only the collective bargaining agreement but cause harm to themselves and to the Port as a whole. With this in mind, the parties agree that the Employer has the right to replace employees who cannot or will not do their jobs to the Employer's reasonable satisfaction; however, the Employer does not have the right to replace that person with non-bargaining unit personnel even for a day or a part of a day. Furthermore, it is the Employers' obligation to provide training to employees for new technologies and skills used in the performance of job functions under ILA Local 953's jurisdiction. Still further, Employers that wish to replace employees for poor performance or absenteeism must notify the Chief Clerk, or Assistant Chief Clerk if the Chief Clerk is unavailable, and

provide him the opportunity to observe the employee prior to taking any action to replace the employee. Employees who are replaced for poor performance or absenteeism may file a grievance with the Seniority Board. The Employer will be required to furnish evidence in support of its action and the employee will be afforded the opportunity to provide evidence in support of the employee's position that the employee was performing the job and performing it correctly. In the event the Seniority Board makes a unanimous decision, said decision shall be final and binding on the parties and the employee. In the event the Seniority Board deadlocks, Local 953 may, in its discretion, submit the case to arbitration in accordance with Article III of the collective bargaining agreement. Only deadlocked cases can be submitted to arbitration. The Union may also grieve non-bargaining unit employees performing bargaining unit work. These cases also must be brought before the Seniority Board. In the event the Seniority Board makes a unanimous decision, said decision shall be final and binding on the parties. In the event the Seniority Board deadlocks, Local 953 may, in its discretion, submit the case to arbitration in accordance with Article III of the collective bargaining agreement. Only deadlocked cases can be submitted to arbitration.

f. Superseniority for special skills

Due to organizing efforts as well as resolutions of jurisdictional disputes, certain groups of employees with special skills have been granted superseniority including, but not limited to, original timekeepers and original billing clerks that were transferred into the Local. These employees that have special skills will continue to be given superseniority status as if they were in the A group for that particular job only. Once an eligible employee chooses not to exercise superseniority for an available position, the employee waives all future rights to superseniority in that classification and reverts to the employee's regular seniority group. The Seniority Board will determine which positions have special skills. In the event there is a dispute among the members of the Seniority Board concerning whether a particular position has special skills, the parties may submit the issue to arbitration.

ARTICLE II Ship Operations

a. Daily referral

In order to be eligible to work on ships, employees in Groups A through C must place their name "on the books" by calling Local 953 on a daily basis. All other employees will be presumed to be available for ship work unless they call to be taken off the books. Jobs will be filled according to seniority. In the event that there are more employees in a particular seniority group that have put their name on the books than there are positions available, all employees in that seniority group will be rotated in alphabetical order on a day-by-day basis. (Ships include all deepwater, waterborne vessels including ships, barges, scows, etc.). In other words, all members of the last seniority group that is referred out on a particular ship will be rotated on an alphabetical basis. As fresh cargo

gangs are ordered for the following ordering period, fresh checkers must also be ordered. Shiprunners and plan men must complete working on ships that they started.

b. Overtime

If ships are not completed by the end of the 7:00 a.m. or 8:00 a.m. start-time shift, the employees working on the shift may work the following overtime, at the employee's discretion:

- Until the ship is completed if they work through the 6:00 p.m. to 7:00 p.m. meal hour;
- Until the ship is completed if the Employer determines that the ship will be completed prior to midnight;
- Until 7:00 p.m. if the Employer determines that the ship will not be completed until after midnight.

Overtime work is not considered a "fresh order".

c. Layoffs

Those hired last will be laid off first.

d. Skills, ability and performance

This seniority system is predicated on employees having the skills and ability to perform the job and that they expend the effort necessary to produce to the reasonable satisfaction of the Employer. To that end, employees must perform duties as assigned by the Shiprunner. The parties recognize that employees that do not give a fair day's work for a fair day's pay are detrimental to all concerned. Similarly, Employers that fail to adhere to the seniority rules of this Agreement, fail to train employees on new technologies and skills and that utilize non-bargaining unit personnel to perform bargaining unit work, violate not only the collective bargaining agreement but cause harm to themselves and to the Port as a whole. With this in mind, the parties agree that the Employer has the right to replace employees who cannot or will not do their jobs to the Employer's reasonable satisfaction; however, the Employer does not have the right to replace that person with non-bargaining unit personnel even for a day or a part of a day. Furthermore, it is the Employers' obligation to provide training to employees for new technologies and skills used in the performance of job functions under ILA Local 953's jurisdiction. Still further, Employers that wish to replace employees for poor performance or absenteeism must notify the Shiprunner and provide him the opportunity to observe the employee prior to taking any action to replace the employee. Employees who are replaced for poor performance or absenteeism may file a grievance with the Seniority Board. The Employer will be required to furnish evidence in support of its action and the employee will be afforded the opportunity to provide evidence in support of the employee's

position that the employee was performing the job and performing it correctly. In the event the Seniority Board makes a unanimous decision, said decision shall be final and binding on the parties and the employee. In the event the Seniority Board deadlocks, Local 953 may, in its discretion, submit the case to arbitration in accordance with Article III of the collective bargaining agreement. Only deadlocked cases can be submitted to arbitration. The Union may also grieve non-bargaining unit employees performing bargaining unit work. These cases also must be brought before the Seniority Board. In the event the Seniority Board makes a unanimous decision, said decision shall be final and binding on the parties. In the event the Seniority Board deadlocks, Local 953 may, in its discretion, submit the case to arbitration in accordance with Article III of the collective bargaining agreement. Only deadlocked cases can be submitted to arbitration.

ARTICLE III One Order Per Day

Employees that have accepted an order to work during the day cannot take a fresh order ("rollover") for work at night within the same 24-hour period unless all other employees who desire to work have been offered employment.

ARTICLE IV Amnesty for Seniority Classifications

The seniority of all employees that have been considered to belong in a particular seniority group for greater than ten years cannot be challenged regardless of the circumstances surrounding that employee's initiation and/or initial years of employment. Thus, the status of these individuals is final and binding.

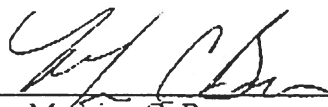
ARTICLE V Time Limitations

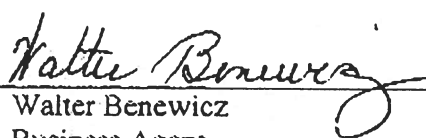
The Seniority Board shall not hear or act on any complaint filed later than ninety (90) days from the date of the event giving rise to the alleged violation.

IN WITNESS HEREOF, the parties hereto, have hereunto set their hands and seals on the dates listed below.

STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC. on behalf of, its Member Employers

INT'L. LONGSHOREMEN'S ASSOCIATION, LOCAL 953, on behalf of its Members

By 
Maurice C. Byan
President

By 
Walter Benewicz
Business Agent

Dated 6/19/00

Dated 6/19/00

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