

## **MEMORANDUM OF SETTLEMENT BETWEEN THE STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC. AND ILA LOCAL 333**

This Memorandum of Settlement ("MOS") entered into this 25 day of March 2015 extends the term and modifies the provisions of the Agreement between the Steamship Trade Association of Baltimore, Inc. on behalf of its members (the "STA") and International Longshoremen's Association, AFL-CIO, Local 333, effective October 1, 2004 through September 30, 2010 (the "CBA"). The terms and conditions of this MOS prevail over any contrary provisions contained in the CBA.

### **TERM OF AGREEMENT**

The effective date of this Agreement shall be from October 1, 2012 through September 30, 2018 in accordance with the new Master Contract signed between the United States Maritime Alliance (USMX) and the International Longshoremen's Association, AFL-CIO (the "Master Contract").

### **SAFETY**

The Steamship Trade Association and its member companies and the ILA are committed to the USMX/ILA Joint Safety Committee (JSC) and we are prepared to meet to discuss all safety concerns with the designated JSC parties on regular intervals as recommended by the USMX/ILA JSC, including an ad hoc committee to deal with those issues exclusive to Local 333 and with sole voting participation on such issues by the STA and Local 333 members of the JSC.

### **AUTO WAGE INCREASES**

Automobile Ship: (PCTC). Employees receiving \$29.00 per hour shall receive \$1.00 per hour wage increase on (i) October 20, 2013, (ii) October 1, 2014, and (iii) October 1, 2016. Any employee receiving a wage of less than \$20.00 per hour shall receive a wage rate increase to \$20.00 per hour on October 20, 2013. All employees earning less than \$29.00 shall receive wage increases under the tiered progression formula under the Master Contract up to a maximum wage rate of \$32.00 per hour.

### **CRUISE WAGES INCREASES**

Cruise Operations: For all cruise ship operations, employees receiving \$27.00 per hour or less shall receive \$1.00 per hour wage increase on October 1, 2014 and on October 1, 2016. Any employee receiving a wage of less than \$20.00 per hour shall receive a wage rate increase to \$20.00 per hour on October 1, 2014.

### **FOREST PRODUCT INCREASES**

Forest Products Operations: There shall be a \$0.50 increase on October 1, 2014 and a \$0.50 on October 1, 2016. There shall be one relief driver hired per vessel, which applies to pulp and forest products.

### **PAY STUBS**

Management shall provide a detailed pay stub that includes at a minimum hours and rate of pay per category. The Universal/APM style paychecks used prior to 2004 shall be used as a model by the parties.

## **MANPOWER**

Set Back Language: on Mondays and the day following a Holiday, in the event a vessel cannot be worked due to equipment failure, weather, non-arrival or some similar circumstance, following notification of the Dispatch Center and approval of the President, Vice-President and/or Walking Delegate, proceeding in that order, and such approval not to be unreasonably withheld, the employer may, not later than one hour before the designated start time, set back a 7:00 A.M. or 8:00 A.M. order to 1:00 P.M.

Seagirt Terminal Operation: there shall be an additional day shift of 6:00 A.M. This additional shift is limited to front door (gate) terminal operations at Seagirt Terminal. Master contract flex time language shall apply.

## **NEW REGISTRANTS**

The parties agree that 100% of referrals will be from Local 333.

The parties agree that all new employees shall be required to successfully undergo mandatory training prior to being eligible for employment through the dispatch center.

Mandatory training includes Safety orientation, RORO/Auto training, and Powered Industrial Truck (PIT) Combo-Driver equipment training. PIT Combo-Driver training includes 5th wheel and small and large forklift.

The parties shall jointly review PIT course training including backing up with the serpentine. The parties also agree to allow up to a four opportunities to pass any serpentine requirement.

In the event new cargo handling equipment is utilized, the STA agrees to provide training.

Within 30 days after completion of the referral process training will be scheduled and begin.

## **POWERED INDUSTRIAL TRUCK**

The PIT program is modified as follows:

Individuals permanently disqualified under the prior PIT program may make application for reconsideration of their PIT status within thirty (30) days after contract ratification.

Individuals permanently disqualified under the PIT program may make an application for reconsideration of their PIT status each year between September 1 and September 30 for consideration by the Local 333/STA PIT Committee.

When the Combo list is exhausted for Combo jobs, prior to cancellation of any Combo jobs, Auto/RoRo qualified drivers will be allowed to take the jobs if they are not required to operate PIT.

Any employee who is PIT certified and becomes PIT decertified based on the PIT Policy may use the dispatch center for the jobs for which they are qualified.

## TRAINING

With respect to preference in training, training will be given to those persons in the industry based on seniority who possess the necessary qualifications to fill the positions of foreman and/or mechanic.

- Foreman - A targeted training program to develop Foreman will be established along with a commitment to accept jobs.
- Mechanics - A targeted training program to develop Mechanics will be established along with a commitment to accept jobs.

Whenever the employer determines there is a need for specialized training, there will be in-house and portwide posting for the potential candidates. The parties shall meet to select those individuals with the seniority, qualifications, and commitment to train on that specialized equipment (RTG, Toploader, Crane). All trainees must meet the minimum requirements for training opportunities, and agree to sign a one-year commitment letter to take work when offered these operator jobs.

Preference will be provided to the employer's existing employees with the following limitations:

Crane – a minimum of 25% of the class will include candidates from the port-wide seniority pool so long as there is a portwide candidate available (after consultation with the union, in which case the training shall proceed without a portwide candidate). Candidates for crane training shall be members of gangs as a prerequisite to applying for training. Training classes must be finished, which means that the trainee has successfully completed all steps to be eligible for dispatch to the job. In order for employees to maintain their training qualifications as crane operators, they must meet minimum of 100 hours per year in the equipment. Individuals with less than 100 hours per year must complete a refresher course.

RTG – a minimum of 25% of the class will include candidates from the port-wide seniority pool so long as there is a portwide candidate available (after consultation with the union, in which case the training shall proceed without a portwide candidate). Candidates for RTG training must be toploader qualified with at least 400 hours of operations as a minimum prerequisite. Training classes must be finished, which means that the trainee has successfully completed all steps to be eligible for dispatch to the job. In order for employees to maintain their training qualifications as RTG, they must meet minimum of 100 hours per year in the equipment. Individuals with less than 100 hours per year must complete a refresher course.

Toploader- a minimum of 50% of the class will include candidates from the port-wide seniority pool, so long as there is a portwide candidate available (after consultation with the union, in which case the training shall proceed without a portwide candidate).

## DISPATCHING

With the goal of eliminating hiring off the pier, the parties agree to the following:

**All work covered by this Agreement shall be filled by Local 333 labor.** In the event there is insufficient available ILA labor and after utilization of all Locals, with notification and consent of Local 333, which consent shall not be unreasonably withheld, the employer may utilize additional employees.

The parties agree that an ad hoc committee of the Trade Practice Committee shall work with the STA to review cancelled jobs by job category and terminal and to determine if there are effective steps the parties can undertake to minimize cancellations.

When add-on, fill in and replacement jobs are offered (called out) and awarded at the Dispatch Center, the job offered will include a general job description such as longshore lasher; longshore fifth wheel; combo and/or toploader. The Seniority Board shall approve the job descriptions prior to implementation. These descriptions will be used for informational purposes only. The employer reserves the right to determine qualifications.

Add-on, replacement and fill-in jobs will be called a single time. If the job is not immediately filled, the job shall automatically be called again after ten minutes. If the job is not immediately filled after the second call out, it shall be automatically cancelled. Any jobs open and/or called at or after the start time of any order will be called a single time, and if not immediately filled shall automatically be cancelled.

The STA/ILA agree to implement an automated call out and availability system via text, smart-phone App, or the Internet within 120 days of a signed agreement. Call out and availability for orders will be managed through this automated system.

Within six (6) months of ratification of this Agreement, Local 333 shall determine whether to alter the Dispatching rule such that dispatching for add-on, fill in and replacement jobs shall be assigned by way of port-wide seniority. If Local 333 decides to make this change, the STA shall implement this new dispatching rule as soon as practicable.

## PENSION

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 the amounts to be determined by the parties, except that \$5.00 per hour worked shall be paid to MILA, prior to the commencement of each Contract Year, provided that the Baltimore District Council concurs in such allocations.

## AD HOC COMMITTEE OF THE TRADE PRACTICE COMMITTEE

Purpose: To review cancelled jobs by job category and terminal to determine the effective steps needed to minimize cancellations.

The Ad Hoc Committee shall meet regularly to review and analyze cancelled jobs for a period of 90 days. The first meeting shall be scheduled within 30 days of signing this Agreement, if not sooner.

The Ad Hoc Committee shall file a formal report with the Trade Practice Committee of its analysis and findings, immediately following the 90 day review period, and in no event more than 30 days after the conclusion of the 90 day analysis.

Based upon the report provided to the Trade Practice Committee, if recommended the employers shall make a series of request for new referrals to increase the number of registrants in the dispatch center.

The Ad Hoc Committee will also recommend how to effectively meet peak demands for labor.



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President  
Steamship Trade Association of Baltimore, Inc.



Wilbert Rowell  
Trustee  
I. L.A. Local 333