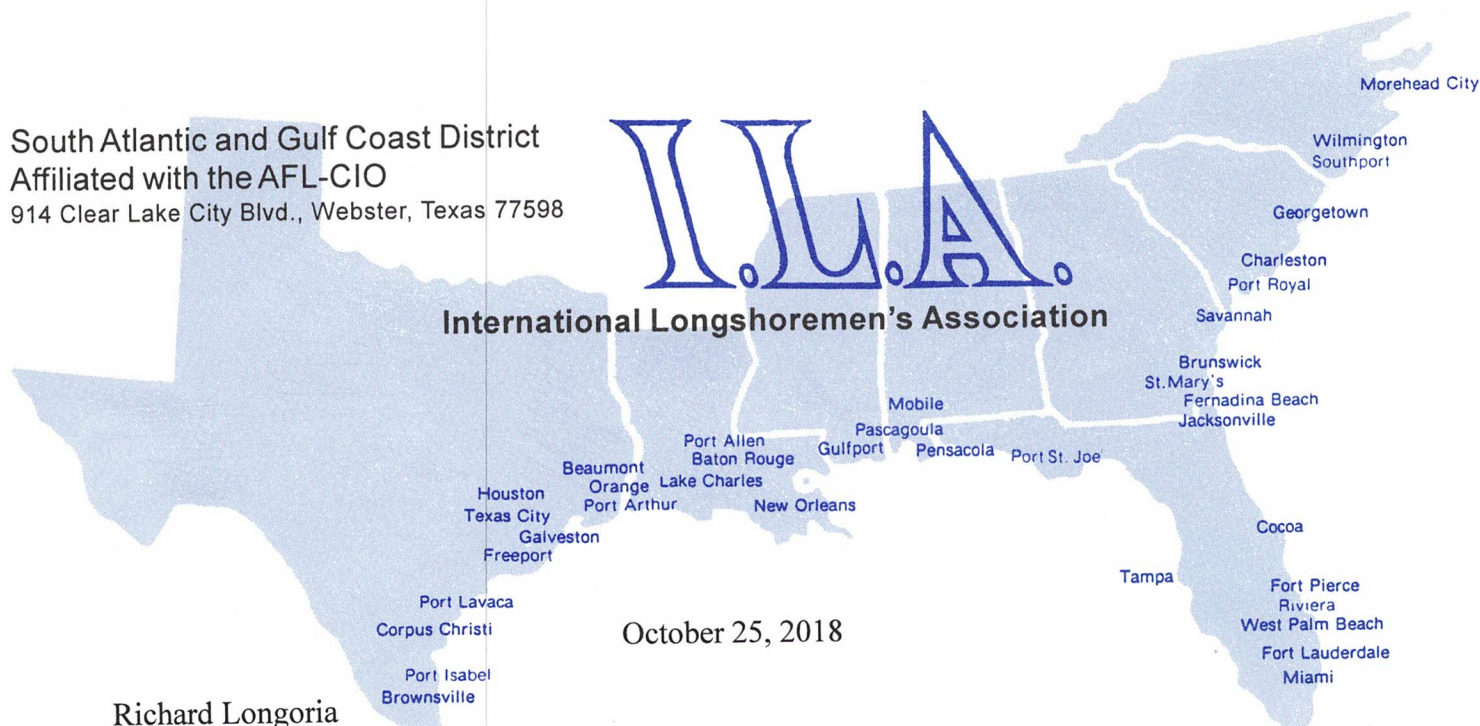


South Atlantic and Gulf Coast District
Affiliated with the AFL-CIO
914 Clear Lake City Blvd., Webster, Texas 77598

International Longshoremen's Association



October 25, 2018

Richard Longoria
President, ILA Local 24

Jack Pennington
President, ILA Local 28

Terry Shaffer
President, ILA Local 1351

All of the west gulf contract negotiations have concluded. Attached is the summary of the west gulf wide tentative agreement. Also enclosed is the WGMA labor committee last and final offer for Houston break bulk. Since it is the "last and final" offer from the employers, it can be implemented upon rejection.

Please make arrangements to hold a secret ballot ratification vote by no later than November 8, 2018. You must provide appropriate notice of the vote. Please provide the District office with a copy of your notice. At the conclusion of the vote, please provide the District office with the vote tally.

In accordance with the International Constitution, the aggregate vote cast by all of the locals shall determine whether such agreement has been approved or disapproved.

If you have any questions, please call the District office.

Fraternally,

Alan A. Robb, *President*
South Atlantic & Gulf Coast District, ILA

ALAN A. ROBB

President

South Atlantic and Gulf Coast District

Assistant General Organizer

International Longshoremen's Association

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Houston Locals
October 25, 2018
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cc: Joe Trevino, 1st Vice President, ILA Local 24
Victor Bass, 2nd Vice President, ILA Local 24
Steve Sanders, Secretary Treasurer, ILA Local 24
Gabriel Garza, Personnel Director, ILA Local 24

Billy Williams, Vice President, ILA Local 1351
B. R. Williams, Vice President, ILA Local 28

West Gulf Wide Agreements

I. Training

a. Administration

Training will be administered by the WGMA. WGMA or its selected vendor will be responsible for administering the general day-to-day requirements of the training programs, including hiring and supervising ILA trainers, instructing ILA workers through classroom, online, and hands-on training, and certification of these workers.

- i. WGMA or its selected vendor will employ current ILA workers and/or retirees to implement as much of the hands on training as possible, as deemed appropriate by the Joint Training Committee (JTC) as established below.
- ii. WGMA or its selected vendor will communicate class size, seat availability, and any other pertinent information concerning training classes with the ILA in a timely manner.

b. WGMA-ILA Joint Training Committee

- i. A WGMA-ILA Joint Training Committee (JTC) will be established to make decisions pertaining to training policies in west gulf ports including, but not limited to, the following:
 1. Objective requirements for certification/recertification;
 2. Curriculum for classroom, online, and hands-on training;
 3. Ensuring adequate training is scheduled and available for each port;
 4. Guidelines for equipment utilized in training;
 5. Ensure OSHA compliance for training and equipment;
 6. Train the trainer programs;
 7. Vetting ILA trainers;
 8. Analyze funds available and recommend how the funds will be utilized for training purposes;
 9. Conduct on-site audits to ensure compliance with training guidelines and effectiveness of training;
 10. Guidelines for physicals.
 - a. The JTC will look to improve the timeliness of receiving and imputing the results of physicals.
- ii. The JTC will be comprised of an equal number of representatives on the committee.
 1. There will be six ILA representatives, to be appointed by the SAGCD Office, and six management representatives, to be appointed by the WGMA.
 2. Each side will make their own replacements if and when necessary.
- iii. All policies pertaining to training will be discussed by the JTC and implemented after a simple majority approval by the JTC. If there is a deadlock, the CEO of WGMA and the President of SAGCD will discuss with the final approval to be made by WGMA.

- iv. Training on computer skills and communication technology will be offered to officials and management. The learning objectives of this training will be established by the JTC.
- iii. The JTC will evaluate and use the success of past practices as a benchmark for new practices of changes to policy.
- c. Curriculum development
 - i. The JTC will identify specific equipment, attachments, computer programs, operations, and work conditions for each port and craft, then customize training to meet those needs when possible and practical, in addition to west gulf wide training requirements.
 - ii. Curriculum for refresher training will address a worker's specific incident.
 - iii. Online platform will be utilized for classroom training when possible.
- d. Certification processes
 - i. Trainer performing evaluations will issue a temporary certification card to a worker that passes the hands-on training and has already met the physical and drug testing requirements.
 - ii. Process to be developed to automatically certify workers in the WGMA system to avoid lag time between evaluation and certification.
 - iii. Process to be developed for automated authorization for physicals sent to medical vendors.
 - iv. The JTC will explore the idea of having a reduced-length of training for new workers with other industry/equipment experience.

II. Ordering and Dispatch System

- a. Retirees
 - i. Allow retired workers to work when there is high demand and other active workers are not available, as long as their work does not conflict with applicable law or contract terms.
- b. Dispatch system
 - a. Parties will work together to implement a dispatch system, developed jointly on a west gulf-wide basis.
 - b. Joint dispatch committee will be established. The Joint Dispatch Committee will implement policies on labor dispatch to include, but not limited to, the following:
 - a. Dispatch system must connect the ILA locals and ports in order to determine when there are high volumes of work.
 - i. Locals and workers will receive notice of potential shortages in all ports.

- ii. A worker will be able to indicate whether they are willing to work in other ports.
- b. Key positions will be filled the night before.
- c. Incorporate an electronic sign-in system, which will be available without going to the hiring hall. Dispatch committee will design the system.
- d. Cancellation times should be incorporated into dispatch system. Notice must be automatic to workers. Cancellation must still be communicated to Locals via phone call until mutually agreed otherwise.
 - i. Need to adjust order and cancellation times as part of the dispatch committee's discussion.
- e. Jobs will be accepted the night before, starting with key positions, with the possibility of notification or stand-by of work.
- f. The system will notify the WGMA, locals, and companies if labor is unavailable.
- g. Potentially set up a website that will show projected work on a rolling weekly basis.
- h. System should create reports indicating which workers did not make themselves available to work and those crossed with workers filing for unemployment. There should be a way for the system to notify the WGMA when someone files a claim.
- i. The dispatch committee should establish rules that will not allow workers to circumvent seniority.
- j. Need rules on requiring workers to take jobs when qualified spelled out for priority.
- k. The dispatch committee will develop more dispatch tools. For example, provide notice to everyone with a skill that a company is short that position. The system will automatically text everyone on the list. The dispatch committee will consider making the system have the ability to back up an order with the agreement of the employer.
- l. The CIC or the Hiring Hall will dispatch dedicated clerks and dedicated checkers.

III. Safety Rules

- a. Electronic devices
 - i. Electronic devices are prohibited. There may be exceptions when specified by the direct employer and where there is no safety concern.
- b. Gangway safety meetings
 - i. Gangway safety meetings must include all workers.

- ii. Direct employers must discuss prohibited devices in gangway safety meetings.
 - iii. Direct employers must communicate rules/policies for their job.
 - iv. Retaliation for reporting unsafe equipment will be addressed by grievance procedures.
- c. PPE
 - i. WGMA will provide safety vests and hard hats per OSHA regulations.
 - ii. PPE will be distributed to new workers at the longshore skills course.
- d. Equipment
 - i. All equipment safety features must be maintained as set forth by the original manufacturer.
 - ii. Must post the safe working load limits for all equipment in a visible area, as per OSHA guidelines.
 - iii. Safety and training committees will address equipment issues on a regular basis.
 - iv. The parties will look at alternative resolutions to cool trucks that do not have AC.
- IV. Provide qualified and efficient personnel (Rule 30 of Deep Sea Agreement)
 - a. Any policy change will be communicated with a designated representative to each applicable local and district in a reasonable amount of time.
- V. Manning
 - a. Gang size
 - i. There must be adequate flagmen designated in each operation where a flagman is required.
- VI. Meal hours
 - a. 30-minute notice required for all flex meal hours except in cases of equipment failure or weather delay.
 - b. One-hour notice for a flex meal on automated work.
- VII. Accident Review Committee (ARC)
 - a. All serious accidents or any worker that has three or more accidents in a rolling three-year period must be reviewed by the ARC.
 - i. The investigations should include Gang Foremen, Walking Foremen, and trainers, when possible.
 - b. The results of the ARC investigations will be communicated to the direct employers, locals, and NMSA.
- VIII. Joint Productivity Review Committee
 - a. The JPRC will be the forum for reviewing potential policy changes.
 - b. A form for suggested policy changes will be distributed and will include the specific policy change sought, the goal of the change, and the proposed way the change will be implemented.
 - i. Anyone can suggest a policy change, but only the local, the district, or the Labor Committee can propose a policy change to the JPRC.

- c. The district and WGMA may appoint a committee to study or recommend a policy change.
- d. Any proposal will be included in the JPRC agenda. The proposal and any product of the JPRC will be communicated to all locals.
- e. If both parties at the JPRC or the appointed committee agree on a proposal, the proposal will be distributed. Either party has two weeks to ask for further review or object. If there is no response to the proposal, the proposal will be implemented in one month.
- f. If the parties do not agree, the issue will be resolved using the dispute resolution procedures.

IX. Grievance Procedure

- a. The Parties will mutually agree on any revisions to the grievance procedure and facilitator process.

X. Drug testing

- a. Oral fluid testing will be used every time it is available and practical.
- b. Synthetic testing will be explicitly included in the Drug Policy and there will be education on synthetic drug use.

XI. Technology

- a. This section applies to work outside the Master Contract.
- b. A direct employer will notify the district in advance of using any new technology.
 - i. Notification period 90 days
- c. The direct employer and district will meet to review the new technology, the time table for its implementation, and the potential impact on employees.
- d. Technology will be used to minimize damages and mis-deliveries and to increase safety and efficiency.
- e. All new technology must be discussed by both parties.
- f. Both parties agree to evaluate labor management automated timekeeping system.

XII. General

- a. All local officials will have an email address supplied by the district, if technically feasible.
- b. There will be joint effort to expand the membership of the WGMA and to expand ILA jurisdiction.
- c. The Parties mutually agree to allocate \$.05 from the existing fringe contributions to the Buddy Raspberry Scholarship Fund.
- d. Parties agree to discuss 4 additional ILA Master contract holidays prior to November 15.

WEST GULF MARITIME ASSOCIATION

Memorandum

Houston local bargaining issues – break bulk

Last and Final Management Proposal - October 19, 2018

1. Hire as needed for all locals and crafts:
 - a. ILA 24 work within House-gang/ADS system- min. 1 WF+ 1 GF (min. gang size 2)
 - b. ILA 28- min. 1 working WF
 - c. ILA 1351- min. 1 CWS+1 checker as needed; 1 CIC for terminal work
2. Work as directed within jurisdictional crafts
3. Overtime rate will be paid on all night starts, starting at 1500 (in accordance with current contract terms and 1500-1800 paid at ST). Monday through Saturday- if working from 0700 to 2030, will pay at the straight time rate from 0700 to 1800 and the overtime rate from 1800 to 2030. If working until finished, double time is paid after 1800. Sunday is paid at the overtime rate of pay.
4. Rates structure: New worker rate eliminated. All new workers go through joint selection and will be at the trained worker rate of \$14.00; Dedicated, House gangs, and WT-6 will be \$18.00 with \$2 given to all other A&R prevailing rates, including current untrained workers (increase from \$10 to \$12 once fully trained increase to \$14). (Core gangs were eliminated in 2015).
5. \$2.00 wage increase upon ratification of contract for ILA gearman/mechanics and crane operators.
6. All guarantees go forward only. The remainder of a worker's guarantee (paid and not worked) is paid at the prevailing rate the worker was being paid at the time the worker was knocked off.
7. All work in the City Docks falls under the A&R MOU unless otherwise dictated by a separate agreement; otherwise rates (wages and benefits) are dictated by commodity and not location.
8. This document is final and binding and supersedes all other agreements on these issues. The joint contract writing committee will continue to work on a final consolidated contract which will become the sole prevailing document.
9. 4-year agreement to be opened only by mutual agreement, with an optional mutually agreed two year extension.
10. "New Business ILA Contract" to be discussed/negotiated by the W.G.M.A. and ILA South Atlantic and Gulf Coast District Office to attract business not currently handled by the ILA.
11. This document will be effective upon ratification.

Houston RO/RO and Automobiles Final Agreement

October 20, 2018

- a. Wage increase of \$1.00 an hour in year 2
- b. Wage increase of \$1.00 an hour in year 3
- c. Three year term

Little Money Containers Final Agreement

October 20, 2018

-Increase to \$18 with \$3 differential on Saturdays

-Work rules stay the same

Final Gearmen, Mechanics, and Mobile Crane operators

October 20, 2018

Gearmen and Mechanics:

1. One gearman for each and every vessel for setup, duration, and pickup on Fully automated operations only and paid at the fully automated wage rate.
1. All employers agree to hire a minimum of one gearman per terminal when there is a working vessel.
2. Agree to increase tool allowance to \$25 per week.
3. \$2 wage increase upon ratification.
4. \$1 fringe increase on October 1, 2019, allocated specifically to the defined contribution plan.

Crane operators:

1. \$2 wage increase upon ratification.
2. \$1 fringe increase on October 1, 2019, allocated specifically to the defined contribution plan.