#### Local Master Contract 2/2025 Term Ending 9/30/2030

#### All provisions applicable to fully automated container operations only

- 1. Employer Mergers and Acquisitions. Should there be a consolidation or other substantial business (entrepreneurial) decision related to consolidation impacting the union bargaining unit for employers that are party to this contract, the Parties will meet and bargain regarding the effects of any such decision.
- 2. There will be four (4) premium days, 13 holidays to include 5 "no-work" days for a total of 17 days. Additional no work and premium days to be determined by the Parties.
  - a. Effective upon ratification, Thanksgiving Day and July 4 will be "no-work" days for all crafts subject to Port of Houston gate schedule. Should Port of Houston terminal gate schedule change the Parties will determine alternate "no-work" days.
- 3. Upon ratification, 8-hr. guarantee is received. However, if production does not reach an average of 30 ILA AGMPH (SEE APPENDIX 1) in a rolling three months by 10/1/2025, then the 8-hr. guarantee is rescinded. Once rescinded, guarantees may be regained the following month once an average crane gross reaches 30 ILA AGMPH in a rolling three-month period.
  - A. Current program for existing workers who get an eight (8) hour guarantee will remain the same with the following exception:
  - B. Longshoremen and dock checkers ordered for work any AM starting time will be guaranteed a minimum of eight (8) hours (8:00 am until noon and 1:00 pm until 5:00 pm). If ordered or returned for work at 1:00 pm they shall be guaranteed five (5) hours pay (1:00 pm 6:00 pm). If ordered or returned for 7:00 pm they shall receive a minimum of five (5) hours pay. If returned for 1:00 am they shall receive a minimum of five (5) hours pay. Five (5) hours guaranteed pay will remain for the term of the contract. Excluding vessels operating under the Small Boat and Barge Agreements.
  - C. Upon approval by the USMX/ILA Technology Committee, cameras in all deep-sea equipment. Cameras will be utilized for safety and not disciplinary purposes. Camera related issues to be relayed to worker through chain of command [superintendent to notify walking and gang foremen]. Consolidation of Class 2 drivers into Class 1 drivers [Rule 30-Black Book] on container operations only. Class 1 differential to be paid to the aforementioned Class 2 drivers upon approval of cameras by the USMX/ILA Technology Committee.
  - D. Continuation of Local 24 Settlors' Agreement. (SEE APPENDIX 2)

- 4. DIFFERENTIALS: If the average crane gross is a minimum of 32.5 ILA AGMPH (SEE APPENDIX 1) for a rolling three months, parties, by mutual agreement, may open discussions regarding skill differentials.
- 5. Meal Ticket. \$1/each year over the life of the contract starting at \$10 upon ratification. Fully automated work only.

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Upon ratification= $10
Oct 2025= $11
Oct 2026= $12
Oct 2027= $13
Oct 2028= $14
Oct 2029= $15
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- 6. Vacation fund and retirement account increases for all workers pursuant to the Master Contract. Fringes will not exceed the amount agreed upon by USMX/ILA. Applies to master contract only. Maritime-ILA Trustees/Settlors to allocate fringe contributions to increase local vacation and retirement funds.
- 7. ILA Local 24 ordering time for 1300 start time to mirror ILA Local 1351 ordering time.
- 8. Agree to regulars receive 3-day paid funeral leave for immediate family only. Immediate family is defined as spouse or domestic partner, children, mother, father, and siblings. All other terms at employer's discretion.
- 9. Upon ratification, \$35/week for tool allowance will be received in lieu of differential increase for M&R only. Uniforms provided at the employer's discretion.
- 10. The current practice involving vessel preparation will continue. Pre-stow and Planning are interchangeable terms.
  - A. For vessels planned by management planners, the following formula will be used: every 200 moves equals one hour of overtime paid at a minimum of 8 hours of overtime per vessel. Calculated on total move count per vessel by final recap. After 8 hours, add one hour at a time for every 200 moves.

Hou	ırs Moves
8	0-1600
9	1601-1800
10	1801-2000
11	2001-2200
12	2201-2400
13	2401-2600
14	2601-2800
15	2801-3000
16	3001-3200

17	3201-3400
18	3401-3600
19	3601-3800
20	3801-4000
21	4001-4200
22	4201-4400
23	4401-4600
24	4601-4800

- B. Pool money to be distributed weekly by CIC upon mutual agreement of the company. No planning hours will be added to the pool hours if the vessel is solely planned by an ILA clerk.
- C. If a company designated vessel planner no longer works in their current planning capacity, their replacement will come from ILA Local 1351. Candidates received from ILA Local 1351 will be chosen upon mutual agreement. In the event a vessel is mutually planned by ILA and management, the percentage of ILA versus management will be used to calculate pool hours. For example, 2 management/1 ILA, 66% will be paid to the pool. Two (2) ILA/1 management, 33% will be paid to the pool.
- D. Parties will meet mutually to discuss integration during the life of this contract.
- E. At the conclusion of this contract, all vessel planning and prestow will be performed within the jurisdiction of clerks and checkers.
- F. In the event of a reduction in work, the employer reserves the right to reduce staff. When work is reduced, the employer must dismiss management first when there is a split of ILA and management performing planning duties. Example 3 company and 2 ILA, must reposition management.
- G. Assistant clerk hired as charted below:

1 GANG	0
2 GANGS	1
3 GANGS	1
4 GANGS	1
5 GANGS	2
6 GANGS	2
7 GANGS	3
8 GANGS	3
9 GANGS	4

H. Timekeeper to be considered as overhead on cancellations when placed on standby, orders, and guarantees.

- I. Differentials: Upon ratification, the CIC/CWS differential will be \$3.25 reflecting a \$1 increase, an additional \$1 will be received on 10/1/2025, and \$1 in 10/1/2026. CIC/CWS will receive parity with walking foreman differentials moving forward.
- 11. ILA 28 Reefer Mechanics Plugging and Unplugging Aboard Vessels: The following dictates the working conditions for reefer mechanics employed to perform plugging and unplugging work on fully automated containers in the Port of Houston:
- a. The minimum manning for reefer plugging and unplugging is two (2) qualified reefer mechanics. Manning structure is as follows:

VESSEL	MANNING
1-35	2 – WORKERS
36-60	3 – WORKERS
61-100	4 – WORKERS
101-120	5 – WORKERS
121-150	6 – WORKERS
151-180	7 – WORKERS
181-200	8 – WORKERS
201-220	9 – WORKERS
221-240	10- WORKERS
241-260	11- WORKERS
261-280	12- WORKERS
281-300	13 - WORKERS
301-320	14 - WORKERS
321-340	15 - WORKERS
341-360	16 - WORKERS
361-380	17 - WORKERS
381-400	18- WORKERS

- b. After the guarantee period, the employer may incrementally tier down mechanics.
- c. Reefer plugging and unplugging will be performed in accordance with the Master Contract between the United States Maritime Alliance and the International Longshoremen's Association.
- d. All pay, order times, and guarantees for reefer mechanics performing plugging and unplugging work will follow the deep-sea contract for vessel operations.
- e. Employers must fully implement all provisions of this contract 30 days after the ratification of the Master Contract.
- f. The parties will reconvene 60 days after implementation to review the terms of this agreement.
- g. The vessel stevedore maintains jurisdiction on plugging/unplugging aboard the vessel only. Any and all repairs is the jurisdiction of the repair vendor.

#### APPENDIX 1

The parties agree to measure port production using a formula to be managed and advised to the parties by the Port of Houston Authority.

This formula will be:

Total container moves by STS cranes over a period of 3 rolling months divided by STS crane hours over the same period.

The following detentions (as agreed on the final crane bill between the POHA and the Stevedore of record) will be deducted from the crane hours:

Break bulk handling time

Heavy lift handling time

Meal hours

Vessel late arrival / gangway securing time

Weather delays

Stand-by for Safety meetings / violations

Pad Delays / terminal traffic / Stand-by trucks slow to return

Also note, barges and vessels worked under the "small boat agreement" will be completely omitted from the ILA AGMPH calculation.

#### **APPENDIX 2**

# **Local 24 Memorandum of Agreement**

The following modifications will be added to the local terms for ILA Local 24 Master Contract ending September 30, 2024.

- 1. <u>Seniority:</u> The current rules as of April 1, 2022, attached as Exhibit "A" will remain in effect for the remainder of the Local Master Contract ending September 30, 2024.
- 2. <u>Truck Driving Board</u>: The current rules as of April 1, 2022, attached as Exhibit "B" will remain in effect for the remainder of ILA Local 24 Master Contract ending September 30, 2024. To determine the appropriate number of truck drivers to be placed on the truck driving board WGMA Labor Committee and the ILA will use the following formula:
  - A. Up to 14 drivers per ship to shore crane
  - B. If insufficient hours are available, the parties may adjust the board size and hour requirements as necessary.
- 3. <u>Crane Operator Board:</u> The current rules as of April 1, 2022, attached as Exhibit "C" will remain in effect for the remainder of ILA Local Master Contract ending September 30, 2024. To determine the appropriate number of ship-to-shore crane operators to be placed on the crane operator board WGMA Labor Committee and the ILA will use the following formula:
  - A. Up to 4 crane operators per ship-to-shore crane. The amount of Local 24 hall board sets will be determined by the difference of the overall operators needed less the number of regular operators.
  - B. The crane operator board will be comprised of any certified ship-to-shore crane operator in the Port of Houston with at least section one (1) seniority.
  - C. If insufficient hours are available, the parties may adjust the board size and hour requirements as necessary.
- **4.** ILA Local 24 will administer the above-mentioned requirements.
- 5. Work until Finish Gangs: Management will have the flexibility to order dayside gangs back after 1900 to finish a working vessel. Management will notify ILA Local 24 at the time of ordering of its desire to work until finish

with the dayside gang. If at any time during the day, it is apparent vessel operations may go past midnight, management will be able to order a new gang for 1900. There will be no meal breaks at midnight. Gangs can only be worked on double time after midnight.

- **6.** Local 24 will adhere to gang allocations and vessel priority when filling all job orders.
- 7. Modification of this Agreement is by written agreement only.
- **8.** Every job dispatched through Local 24 is considered rehired on a daily basis regardless of the duration of the job.

### **EXHIBIT "A"**

# **Qualifying Hours for Seniority:**

- A. Longshoremen occupying the casual position must be credited with seven hundred hours of qualifying service in order to promote to the next higher seniority position, seniority position one, in the succeeding payroll fiscal year.
- B. Longshoremen occupying seniority positions one to seniority position six must be credited with seven hundred hours of qualifying service in order to promote to the next higher seniority position in the succeeding payroll fiscal year.
- C. Longshoremen occupying seniority position seven and above must be credited with one thousand hours of qualifying service in order to promote to the next higher seniority position in the succeeding payroll fiscal year.

# **Gold Star Clause:**

All individuals having received or achieving twenty (20) years of service thru Local 24 shall attain "Gold Star" status. Hence, their seniority is permanent and will not be subject to "fall back" except as follows:

- A. Suspension from the industry
- B. Retirement from the industry

\*\*\*Gold Star workers must still work 1000 hours to advance seniority positions past section 20 and above

# Failure to make hours:

Persons, other than "Gold Star", failing to make the required hours to qualify for seniority will fall back.

## Seniority Fallback Rule Local 24

Any Local 24 longshore worker who has not earned Gold Star Status (twenty years of service thru Local 24) and fails to work the prescribed number of hours during the seniority/contract year for his/her seniority section shall fall back to the previous section. Workers who fail to work the prescribed number of hours for three consecutive years in the respective seniority classifications shall be reclassified as a Casual. Any Local 24 longshore worker who has earned zero hours for two consecutive years shall be permanently removed from all Local 24 seniority positions.

#### **EXHIBIT "B"**

# **Truck Driving Board**

- 1. All regular board 1 truck drivers will be required to participate a minimum of 140 hours per month.
- 2. This does not replace the requirement that all drivers must cover their outs.
- 3. Any driver who does not meet the minimum hourly requirement will be removed from the regular board immediately.
- 4. Any driver who has been removed from the regular board will only be placed back on the board upon review and approval
- 5. Any appeals will be decided by the trustee at this time.
- 6. Truck drivers looking to be placed or reinstated back to the regular driving board will be placed by seniority and participation. Participation shall be defined as working a minimum of 50% of the total hour requirements for the regular board for the previous month of consideration. For example, if the requirement to be on the regular board is 140 hours per month a truck driver seeking to be placed on the regular board would have to work 70 hours the previous month.

#### **EXHIBIT "C"**

# **Crane Operator Board**

- 1. All gantry crane operators on the crane operator board will be required to participate a minimum of 160-200 hours per month.
- 2. This does not replace the requirement all operators must cover their outs.
- 3. Any gantry crane operator who does not meet the minimum hourly requirement will be removed from the gantry crane operator board immediately.
- 4. Any gantry crane operator who was been removed from the regular crane operator board will only be placed back on the board upon review.

  1<sup>st</sup> offense minimum of 30 days off of the Hall Board. Pending review.

  2<sup>nd</sup> offense minimum of 60-90 days off of the Hall Board. Pending review.

  3<sup>rd</sup> offense off of the Hall Board indefinitely.
- 5. Any appeals will be decided by the trustee at this time.
- 6. Any gantry crane operator seeking to be placed back on the crane board must participate a minimum of 75% of the total hour requirements for the crane operator board for the previous month of consideration. For example, if the requirement to be on the crane operator board is 160 hours per month a crane operator seeking to be placed on the crane operator board would have to work 120 hours the previous month.

Shafad	April 12, 2022
Signature for WGMA	Date
Signature for ILA Local 24	<u>4-12-22</u> Date