

HIRING HALL RULES FOR ILA LOCAL 1351

These Hiring Hall Rules shall apply to all individuals working through the Hiring Hall Local. The Union shall be the exclusive bargaining representative for all individuals, members and non-members alike. The Union shall deal with the employer and/or employers in respect to wages, conditions, and terms of employment. Therefore, the Union has the power, duty and right to represent all individuals fairly.

1. **OFFICE HOURS.** The telephone number for the Union is 923-2839. Information is 921-1100. The Union Hall opens at 4:45 a.m. daily, except holidays, and closes at 7:00 p.m., but the Business Agent will continue to dispatch individuals for the next working period until all jobs have been filled.

On holidays the Hall opens at 4:00 p.m. and closes at 7:00 p.m. with the Business Agent continuing to fill all jobs.

The gates and building will be locked at the discretion of the Business Agent for security purposes. (Passed 3-13-96)

2. **HIRING.** Whenever, in the judgment of the Executive Board there exists a demand for additional personnel, an announcement shall be placed in the largest metropolitan daily newspaper (Passed 3-13-96) under legal notices and other additional publicity of this fact. Such announcements shall specify the number of persons to be selected and state the date and place where applications will be taken. The applicants, after filling out and turning in their applications on that date, will be given the time and date for an interview. Those persons best qualified to perform the work will be selected and placed in the lowest casual class on the Union's available board. The number selected shall be at least the number advertised and they shall be offered work as work is available in their class.

All persons applying shall be eighteen (18) years of age and must produce a birth certificate and have a high school education or the equivalent.

3. SENIORITY.

Hours. Individuals must have the following hours to maintain and/or move their seniority:

	<u>Maintain</u>	<u>Move</u>	
A	1200	1200	
B	1000	1200	
C	700	700	Delete D-1 (Passed 9-10-97)
D	500	500	
E	500	500	

*Below E **Qualifying hours to be figured on a fair and reasonable percentage basis; the percentage to be determined by the Executive Board.*

In the event that sufficient hours are not available, the Executive Board will set standards to be fair and equitable to all. (Passed 11-13-96)

Any individuals who have qualified to move to the next higher classification will be allowed a complete contract year in that class to earn their qualifying hours for advancement or maintaining their position in that classification. (Passed 11-13-85)

Requirements. All individuals must fulfill one of the following requirements during the year from October 1st through September 30th to maintain their seniority:

(a) Work the prescribed number of hours. (Passed 3-13-96)

(b) Work twenty (20) years or more continuously through this Local.

(c) Become permanently disabled.

(d) Any individual in seniority classes A through E who does not work by their own choice or actions through this Local for one (1) contract year shall be considered to have retired. Any individual below seniority class of E who does not work by their own choice or actions through this Local for 365 consecutive days (1 year) shall be considered to have retired. (Passed 9-8-99)

(e) Any individual in seniority classes A through E who has not worked twenty (20) consecutive years through this Local and does not work by their own choice or actions through this Local for two (2) contract years shall be dropped from the roster. Any individual below seniority class of E who has not worked twenty (20) consecutive years through this Local and who does not work by their own choice or actions through this Local for 730 consecutive days (2 years) shall be dropped from the roster. (Passed 9-8-99)

Classification. Number of individuals in each Class:

A	161	(Closed January 1, 1959)
B	76	(Closed December 31, 1963)
C	64	(Closed December 31, 1968)
D	65	(Closed January 1, 1975)
E	38	(Closed February 16, 1983)
F-1		(Open April 12, 1995 by amendment)
Casual-1		(Open April 12, 1995 by amendment)
Casual-2		(Open April 12, 1995 by amendment)

Advancement. Individuals may only advance upon the death or retirement of an individual in a higher classification. For example, the first man placed in Class B will be the first man to advance to Class A; the first man in Class C will be the first man to advance to Class B, etc.

Individuals who do not maintain the hours prescribed for their classification shall drop to the top of the next lower class. If, after the next year they do not maintain the hours prescribed for that classification, they shall drop to the top of the next lower class, etc.

Individuals who have dropped a class shall be eligible to advance to the next class only after

they make the required number of hours the next year and a vacancy is made by death or retirement. The individual will be placed into the bottom of the next higher class.

An inactive file (will be created) for injured and ill individuals not working for over a year and advancements made to fill the vacancies. (Passed 6-12-85)

Armed Service Time. Any person who is drafted into active service will be given credit for service time toward seniority and classification.

Any person volunteering for active service during a time a draft is in effect will be given credit for service time toward seniority and classification.

Any individual who enlists during time of peace and there is no draft in effect will return to the same classification he had at the time of enlistment. His position will be determined by time in that class before leaving.

The following will apply to all of the above:

(a) Credit to be given for the first tour of duty only. If the individual re-enlists or fails to report for work within sixty (60) days of discharge, he will be dropped from the rolls of the Local.

(b) All dues and assessments will be waived for the period of time spent in active service.

(c) All individuals must furnish induction and discharge documents upon return.

Illness and/or Injury Time. Individuals who are hospitalized and/or unable to work while under the care of a licensed physician, shall receive credit toward requirements for maintaining or advancing in seniority only, to be determined as follows:

All classifications shall be credited, for seniority purposes only, a number of hours per week, calculated each year by multiplying the greater of the number of hours required to maintain or advance in seniority in a given classification by two (2%) percent. (Passed 9-10-97) All individuals must furnish both satisfactory proof from the doctor and a sick time form furnished by the local. This will be made available to the Executive Board prior to October 1st of the year following the close of the contract year in question. (Passed 9-8-99). This will be necessary in order to be eligible to receive sick time hours. Sick time submitted after September 30th will not be eligible for consideration. (Passed 9-8-99). An individual cannot receive working hours and sick time hours with the same work week. (Friday/Thursday) (Passed 1-13-93).

4. **ORDERING TIMES.** All individuals will be called on the telephone by the Business Agent.

- (a) All jobs for 7:00 a.m. and 8:00 a.m. starting times, will be filled starting at 7:00 p.m. the evening before.
- (b) All jobs for 10:00 a.m. will be filled starting at 8:00 a.m. that morning.
- (c) All jobs for 1:00 p.m. will be filled starting at 11:10 a.m. that morning. (Passed 8-13-86)
- (d) All jobs for 7:00 p.m. and 12:00 midnight will be filled starting at 4:30 p.m. in the evening. No person will be allowed to take both a 7:00 p.m. and a 12:00 midnight job. (Passed 3-13-96)

5. **ACCEPTING A JOB OR ASSIGNMENT.** Any time an individual accepts a job or assignment he shall remain on the job until he is relieved or removed by mutual agreement of his employer and the Local. All individuals accepting a job for any starting time shall complete the guarantee period except for injury or illness. Each individual is obligated to adhere to and follow the By-Laws, Hiring Hall Rules, and Working Rules of the Union, the International Constitution, and all provisions of the contract, and perform his job in a competent manner.

6. **COMPLETING A JOB OR ASSIGNMENT.** Any individual becoming available after being released by the employer may come by or call the hall. Anyone whose job is cancelled in the morning will be placed back on the board in the same position he held prior to taking the job. If any jobs become available due to replacement or late orders for 7:00 a.m. and 8:00 a.m. starting times on that day, those jobs will be offered to these individuals first. (Passed 8-1-89)

Any individual who is working and will be off at 12:00 noon will be allowed to call in at 11:00 a.m. to place their name on the Board. (Passed 8-13-86) Any individual going to complete their assignment and not reordered for 7:00 p.m. may call the hall starting at 4:00 p.m. but no later than 7:00 p.m.

All individuals ordered for 7:00 p.m. who will complete their job before 7:00 a.m. must wait until between 5:45 p.m. and 7:00 p.m. to get back on the available board.

Any individual giving the Business Agent false information concerning availability will be sentenced to three (3) days on the hill. (Passed 9-8-99)

When an individual is released from his job, he must report to the Business Agent.

7. **REPLACEMENTS.** All jobs except for Clerk Working Ship are subject to replacement with respect to seniority after 7:00 a.m. All individuals below A Class must report to the Business Agent as soon as they are ordered back for the next day, day following a holiday, and/or weekend break.

All individuals who quit or get replaced for their job between 7:00 a.m. and 12:00 noon shall relinquish their guarantee for that period and their replacement shall receive the same guarantee as if he was originally assigned to that job. All individuals who quit or get replaced

for a 1:00 p.m. or 7:00 p.m. start shall relinquish their guarantee for that guarantee period and their replacement shall receive the same guarantee as if he was originally assigned to that job.

Any individual who fails to report for a 7:00 a.m. or 8:00 a.m. assignment, or is replaced during the day, cannot get on the available board until 6:00 p.m. that day. This does not apply, however, to any individual who has to leave the job for union duties which have been sanctioned by the Local. (Passed 7-11-90)

If an individual is injured, he shall receive pay until that time and the individual replacing him shall only receive the balance of that guarantee.

No individual shall relieve another at midnight or at any other time contrary to any contract or hiring hall provision except in case of an emergency or where the Business Agent or an officer authorizes with mutual agreement with the employer.

In taking order backs for 7:00 p.m. work, the clerk shall offer the overtime work to those checkers working the vessel that day. (Passed 6-12-85)

8. REGULAR EMPLOYEES GETTING ON BOARD. No regular employee can get on the board. (Passed 4-30-86)

This rule applies to anyone who works for the same company Monday through Friday, and receives paid holidays. (Passed 4-11-84)

9. RETIREES. Retirees of Local 1351 desiring to work through this Local will be offered employment after all other available individuals have been offered work.

10. TRAINEES AND INSURANCE COVERAGE. No individual will be granted permission to train on the docks unless he is covered by Workman's Compensation Insurance. (Passed 3-13-96)

11. JOB TITLES.

Timekeeper	Delivery Checker	Receiving Clerk	Clerk Typist
Clerk Working Ship	Clerk in Charge	Delivery Clerk	
Hatch Checker	Clerk	Computer Clerk	
Dock Checker	Assistant Clerk	Weigher	

12. TECHNICAL SKILLS.

Weigher. When weighers are needed, any individual may apply for his license as a Certified Public Weigher and pay his fee. After receiving his license, he must give it to the Business Agent before being placed on the available list as a weigher. All weighers will be dispatched with respect to seniority.

Computer Operators. All individuals to be certified as a computer operator must pass a proficiency test or present proof of successfully completing a course in computer training prior to being placed on the available list and being offered a computer job with respect to seniority.

Clerk Working Ship and Clerk Working Ship/Timekeeper. All individuals seeking employment through this Local as a Clerk Working Ship (CWS) or Clerk Working Ship/Timekeeper (CWS/TK), inbound and/or outbound, must be certified as qualified by this Local. All CWS and CWS/TK will be dispatched with respect to seniority. (Passed 1-9-91)

13. **PAY DAY.** All pay days will be on Friday, except when a Friday is a banking holiday, then Thursday will become pay day.

14. **CHANGE OF ADDRESS.** All individuals must keep the Business Agent advised of a change in telephone number and/or address.

15. **EMERGENCY CALLS.** All individuals should inform family and friends where they can be reached in case of an emergency. The local is a business office and the Business Agent is not an answering service or an information center.

16. **APPLYING FOR 40 HOUR PER WEEK JOBS.** All jobs will be posted on the bulletin board for each company wishing to hire clerks and timekeepers for a period of one (1) week. All jobs will be filled with respect to seniority in A through D Classes. If any individual D-1 and below is the highest classification applying, they shall be allowed to fill that job on a temporary basis. Before accepting the temporary employment, they must sign an affidavit stating they clearly understand that the job is temporary and may be recalled by the Executive Board or membership due to a work shortage.

17. **HIRING HALL FEES.** All individuals, whether members or non-members, referred to steamship companies and contracting stevedores who are members of the West Gulf Maritime Association or who otherwise operate in the Port of Houston and vicinity, shall pay a service charge as compensation for the use and benefits furnished by the hiring hall and its officers and agents. The service charge shall be five percent (5%) (Passed 10-12-89) of each individual's gross weekly salary to be remitted to the Local and one (1%) percent of the hours worked figured at the basic straight time rate to be remitted to the International. Each individual shall sign a Service Charge Authorization, authorizing the employers to deduct such service charges that the Local, District or International may assess. At any time that the Local's total savings shall reach \$350,000 or over, the service charge shall automatically be reduced to two percent (2%), and shall remain at 2% until the total savings falls to \$250,000 or below, at which time the service charge shall automatically be increased to five percent (5%), as provided for in the above paragraph. (Passed 8-11-93)

18. **INSURANCE.** All individuals who have worked at least two (2) years or more through the Local and have worked at least 1200 hours during the second year shall be entitled to insurance furnished by the Local in the amount of Ten Thousand Dollars (\$10,000.00) for ages 69 and below and Five Thousand Dollars (\$5,000.00) for ages 70 and above. They must work 1200 hours each following year to qualify unless unable to work due to injury or illness, have twenty (20) years or more service, or retired through the ILA. (Passed 4-11-84)

19. **FLOWERS.** The Local shall send a floral offering to the funeral of each individual working through the Union, their spouse, children or parents (at a cost to be determined yearly by the Executive Board) or send the same amount as a donation to the favorite charity of the family upon request.

20. **CONTRACT VOTE.** All individuals working through this Local may vote on the ratification of the contract.

21. **VACATIONS AS PER THE CONTRACT.** No regular employee may get on the extra board while on paid vacation. (Passed 8-14-85)

22. **PICKET DUTY.** Any individual may volunteer and all members must serve picket duty. Members failing to serve shall be fined One Hundred Dollars (\$100.00) for the first offense and the fine shall be doubled for each additional occurrence.

23. **FILING OF CHARGES.** Every charge against an individual must be filed in good faith. The Local's officers (President, Vice-President, and/or Business Agents) shall investigate each charge for merit.

The investigating officer may decline to process any charge, complaint, grievance, dispute, or difficulty, if, in his judgment and discretion (unless otherwise directed by the membership) it lacks merit.

24. **PERSONAL CHECKS.** Personal checks shall be accepted for Union business only. Any individual giving the Local a check payable to the Union that is returned for insufficient funds shall be fined double the amount of the check plus Twenty Dollars (\$20.00).

25. **PAYING PERCENTAGE.** Any individual owing the Local percentage on their check must pay the amount before 6:00 p.m. on the day the check is picked up. Failure to pay the percentage shall be a fine double the amount of the percentage plus Twenty Dollars (\$20.00).

26. **TELEPHONE BILLS.** Any individual owing a telephone bill must pay the amount before the 15th of each month. Failure to pay the telephone bill shall be a fine double the amount of the telephone bill plus Twenty Dollars (\$20.00).

27. VIOLATIONS OF HIRING HALL and/or WORK RULES and/or BY-LAWS and/or CONTRACT. All individuals must maintain respect for the Local and each other as ladies and gentlemen. Any fighting or display of a deadly weapon, harassment, intimidation, sarcastic, profane, insulting or vulgar language is prohibited and anyone violating and/or disregarding any part of these rules while in the jurisdictional work area or on Union property shall be subject to discipline.

28. INJURY TO THE UNION and/or THE ILA. Any individual who does any act which has injured the Local or the ILA shall be disciplined. Any individual who participates in or condones any kickback of wages or private agreement with an employer shall be disciplined.

29. APPEALS.

A. Appeals from decisions rendered may be made by the accused or by the person filing the charges in accordance with the By-Laws and/or the International Constitution.

B. The membership has the power to change or nullify as an appeal any disciplinary measures rendered by the Executive Board under the appellate process.

C. All appeals shall be in writing, shall contain a brief statement of the facts and the grounds for the appeal and shall be filed with the Secretary of the body to which they are addressed within thirty (30) days after the rendition of the decision from which the appeal is taken.

D. Appeals may be made from any decision rendered by the Executive Board or membership. Such appeals shall be made to the following bodies, in sequence:

1st: Dock and Marine Council

2nd: South Atlantic & Gulf Coast District

3rd: International Longshoremen's Association

4th: Executive Council of the Convention

E. No member shall institute any civil action, suit, or proceeding in any court against the union on account of any controversy for which a remedy by trial or appeal is provided for in the By-Laws, unless and until he has first exhausted all such remedies of trial and appeal.

30. **ADOPTION OF AMENDMENTS TO HIRING HALL RULES.** An amendment to these Hiring Hall Rules may be proposed by the Executive Board or any three (3) members in good standing, by submitting same in writing, and signed by said proposers, to the Secretary-Treasurer. The Secretary-Treasurer shall read the proposed amendment at the next regular meeting of the Local and it shall be open for discussion. No action shall be taken on such proposal until the succeeding regular meeting of the Local, or a special meeting called for such purpose, at which time the proposed amendment shall be presented for a vote of the members to be held by written, secret ballot. At least fifteen (15) days notice of the meeting to vote on such amendment, along with a written copy of the proposed amendment, shall be sent to all members prior to said meeting. Approval by a two-thirds (2/3) vote of the members voting shall be required for adoption. (Passed 6-11-86)

31. **SMOKING.** No smoking will be allowed in the meeting hall during Union meetings. (Passed 3-13-85)

32. **STEEL BOARD.** All individuals who have worked steel within the last 30 days will be placed on the Steel Board. Any individual who wants to be placed on the Steel Board can call the Business Agent and be placed on the Steel Board. Any individual on the Steel Board who declines steel jobs three consecutive times will be removed from the Steel Board until he/she requests reinstatement. (Passed 6-11-97)