

12/26/2016  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL 1624 CONSTITUTION AND BY-LAWS

ARTICLE I

NAME

The name of this organization shall be Steamship Clerks, Delivery Clerks, Receiving Clerks, Interchange Writers, Checkers, Terminal Checkers, Weighers, Checkweighers, Samplers, Timekeepers, Location Checkers and Container Storage Area Checkers, Data Entry Clerks and Clerks, Local 1624, International Longshoremen's Association.

ARTICLE II

JURISDICTION

This local shall have jurisdiction over all Steamship Clerks, Delivery Clerks, Receiving Clerks, Interchange Writers, Checkers, Terminal Checkers, Weighers, Checkweighers, Samplers, Timekeepers, Location Checkers and Container Storage Area Checkers, Data Entry Clerks and Clerks employed by various Steamship companies, contracting Stevedores and Terminal Operators in the Port of Hampton Roads, Norfolk, Virginia, and vicinity.

ARTICLE III

OBJECTS AND PURPOSES

SECTION 1.

The objects and purposes of this Local shall include the following: to promote the best interests of its members and their families; to organize the unorganized workers within its jurisdiction; to improve the wages, hours of work and working conditions of its members; to increase their job security and better their working and living conditions; to bargain collectively and to administer collective agreements; to promote laws for the benefit of its members and labor generally; to engage in political education and to foster civic interest among its members and labor generally; to engage in educational activities and to further educational opportunities of its members and their families; to promote health, welfare, pension, recreational and civic programs within its jurisdiction; to establish and maintain clinics, hospitals and labor union halls; to unite with other labor unions educational bodies and institutions; to instill the spirit of patriotism and devotion to country among its members and their families and within the labor movement; to publish newspapers, periodicals and other literature to aid in the carrying out of the foregoing objects and purposes, and to do all things necessary and proper, permitted by law, to carry out these objects and purposes.

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It is understood that references herein to male gender, such as "he" or "him" are for the purposes of brevity only and shall be understood to include the corresponding terms "she" and "her"

SECTION 2.

Local 1624 shall have a scholarship fund which shall constitute three (3) \$2,000.00 scholarships to be available each year.

- (A) That a committee of three (3) local members be set up to oversee this fund.
- (B) Qualifications to be as follows:
  - (1) A member must have ten (10) years of good service in the Local (700 hours per year) in order to apply for his or her dependent.

- (2) The child must be natural born or adopted and under custody or fully dependent on the member, and reflected on the prior year's income tax return.
- (3) Children of retirees are eligible. (Item 2 applies)
- (4) The child must be enrolled or accepted for enrollment at an accredited institution on a full time basis.
- (5) Scholarships are available for Associate or Bachelor Degrees at the college level or an accredited business or trade school (if a trade or business school, the Local must receive a letter of accreditation from said school).
- (6) The child must be unmarried.
- (7) The selection will be based on academic merit and achievement.
- (8) A committee of one professor from Old Dominion University, one professor from Norfolk State University and one high school senior counselor from a local school system will make the final decisions of which children will receive these scholarships. (The Executive Board may change the selected University if needed.)

#### ARTICLE IV

##### ORGANIZATION AND POWERS

###### SECTION 1.

The body of this Local, in Regular or Special Meeting, shall have supreme legislative, executive and judicial authority over all members insofar as is compatible with the Constitution and By-Laws of the International and this Constitution.

###### SECTION 2.

All executive, legislative and judiciary powers shall be vested in the body in session. When the body is not in session, such powers shall be vested in the Executive Board.

###### SECTION 3.

An officer of this Local shall not and cannot make or enter into any agreement which will be binding on the body without the consent of the body, or consent of the committee empowered by the body to act for the body.

#### ARTICLE V

##### MEMBERSHIP

###### SECTION 1.

To be eligible for membership in this Local, an applicant must be employed as a Steamship Clerk, Delivery Clerk, Receiving Clerk, Checker, Terminal Checker, Weigher, Checkweigher, Sampler, Timekeeper, Location Checker, Interchange Writer or Container Storage Area Checker, Data Entry Clerks or Clerk, or must signify his intention of seeking such employment.

###### SECTION 2.

The following requirements must be met by new applicants applying for membership in I.L.A. Local 1624:

- (A) I.L.A. application for membership forms must be completed in duplicate and completed application packages must be returned to the Recording Secretary before any further action can be taken. If the application is not completed, it will be placed in the dead file.

- (B) Seniority agreement must be signed.
- (C) A seven hundred fifty dollar (\$750.00) initiation fee to I.L.A. Local 1624 after applicant has been accepted.

SECTION 3.

Any person who is a member of an organization, labor or otherwise, whose principles and teachings are opposed to those of the I.L.A., or an organization whose philosophy, principles, teachings or purposes are subversive to the form and principles of government of the country wherein the Local is located to which application for membership is made shall not be eligible for membership in the I.L.A. Any member of the I.L.A. cooperating with or joining such organization shall be subject to discipline as hereinafter provided.

SECTION 4.

Transfer cards will be handled in accordance with the International Constitution. Fees and conditions will be consistent with Article VI.

SECTION 5.

Transfer cards will be kept on hand by the Financial Secretary and will be issued by him on request to any member in good standing.

ARTICLE VI

DUES, INITIATION FEE AND OTHER REVENUES

SECTION 1.

The initiation fee for admission to membership shall be \$750.00 plus such charges and/or surcharges as may at the time of admittance be imposed by the International, the Atlantic Coast District and/or the Waterfront Council of Hampton Roads. Said sums are payable to the Local in full within thirty (30) days after being accepted into the Local. In the event the applicant does not meet the above requirement, his acceptance will be null and void.

SECTION 2.

The dues of all members of this Local shall be paid at the applicable check-off rate of 4% at the straight-time rate, but shall in no event be less than fifty dollars (\$50.00) per quarter.

SECTION 3.

Any member who is thirty (30) days or more in arrears in the payment of dues shall be automatically, and without notice, suspended from all rights and privileges of membership. Any member who is eighty (80) days or more in arrears in the payment of dues shall be given written notice that failure to pay within ten (10) days shall mean automatic expulsion; and upon his failure to pay within such ten (10) days, he shall be automatically, and without further notice, expelled and dropped from the Local.

SECTION 4.

Any member who has been suspended or expelled for the non-payment of dues or assessments may be reinstated only upon the payment of all monies due at the time of his suspension or expulsion, together with his initiation fee if expelled and such additional indebtedness for dues and assessments as accrued during the period of his expulsion unless otherwise ordered by his Local Union, with the approval of the International Secretary-Treasurer. Nothing herein shall be construed to compel a Local to reinstate or readmit an expelled member.

SECTION 5.

No assessment shall be made by this Local except upon a majority vote of a meeting of the membership called upon at least fifteen (15) days written notice setting forth specifically the subject to be considered.

SECTION 6.

Withdrawal Cards shall be issued upon written request to the Financial Secretary for sickness, injury, military service or other good cause. Withdrawal cards shall be issued on a yearly basis for the calendar year January through December only, or any part thereof. Upon receiving a request for a Withdrawal Card, the Financial Secretary shall submit same to the membership for its decision. Application for reinstatement shall also be considered and acted upon by the membership. The fee for a Withdrawal Card shall be two hundred dollars (\$200.00) per year or any part thereof. No member shall be issued a Withdrawal Card unless he is in good standing.

SECTION 7.

Any member of this Local who is sick and unable to work may have his dues reduced in accordance with the International Constitution for so long as he shall remain sick. The body shall decide each case to determine if such illness is of sufficient duration to qualify.

SECTION 8.

Any member of this Local who shall enter the armed forces of this country shall retain membership for so long as he shall remain in the service, but shall have no seat, voice or vote in the Local. Any member so carried must reaffiliate by paying the current quarterly dues within ninety (90) days after his separation from the service and before returning to work.

SECTION 9.

In the event of a motion to initiate any and all lawsuits or legal actions, involving Local 1624, said motion will automatically be tabled for thirty (30) days. The membership shall be notified in writing, of the purpose and extent of the litigation. The motion shall be voted on at the next Monthly Meeting and shall require a two-third majority for passage.

ARTICLE VII

MEETINGS

SECTION 1.

Regular Meetings of the Local shall be held on the first Tuesday of each month at 7:30 pm at a meeting place designated by the Local. At least five (5) days notice of Regular Meetings and other union correspondence shall be e-mailed to all members.

SECTION 2.

A Special Meeting may be called by the President. A Special Meeting may also be called upon a petition in writing filed with the Recording Secretary setting forth the purposes of such meeting containing at least ten (10) signatures of members in good standing of the Local. Written notice of Special Meetings shall be sent to all members.

SECTION 3.

Twelve (12) members, including two (2) officers, shall constitute a quorum for the transaction of business at all meetings of the Local.

SECTION 4.

Any meeting may be adjourned for a set period of time by a two-third vote of those present. The time of Regular Meetings may also be changed by a two-third vote of those present at the previous meeting. In case of adjournment of a meeting or rescheduling of a Regular Meeting, written notice thereof shall be given to all members.

SECTION 5.

Rules of order at all meetings of the membership shall be as set forth in the I.L.A. Constitution.

SECTION 6.

On the request of any member, voting on any matter before the body shall be by secret ballot.

## ARTICLE VIII

### OFFICERS

#### SECTION 1.

The Officers of this Local shall be: a President, a 1<sup>st</sup> Vice-president, a 2<sup>nd</sup> Vice-president, a Recording Secretary, a Financial Secretary, an Auditing Committee and an Executive Board.

#### SECTION 2.

The President shall be the principal executive officer of the Local. He shall preside at all meetings of the membership and of the Executive Board, and sign all official documents and correspondence. He shall have the right to speak on all questions by vacating the chair. He shall have a vote on all questions but shall not vote in the affirmative after a negative vote has been taken. He shall appoint all committees except as may be otherwise decided by the membership or the Executive Board and shall be an ex-officio member of all committees. He shall be the First Delegate to the Wage Scale Conference Committee, First Delegate to the Hampton Roads District Council and the Port of Hampton Roads Contract Board. He shall have such other and further powers as are enumerated in these By-Laws and as are usual to his office. For his services, he shall be compensated equal to forty (40) hours straight-time and twenty-three (23) hours time and one-half at Clerks rate per work plus expenses to be approved by the Executive Board. In addition, the Local will pay the following fringes, unless paid by another entity: MILA premiums; contributions to the HRSA-ILA Benefit Funds; Vacation & Holiday benefits; and Container Royalty benefits.

#### SECTION 3.

The 1<sup>st</sup> Vice-president shall assist the President in the discharge of his duties, and in the absence of the President, he shall perform the duties of the President. The 1<sup>st</sup> Vice-president will automatically be the Second Delegate to the Wage Scale Committee and the Second Delegate to the District Council and the Contract Board. On death or resignation of the President, he shall fill the office of President until a successor is chosen. The 1<sup>st</sup> Vice-president will be assigned Terminals to monitor by the President. He will be the direct contact by any member with a job site grievance at said Terminals. He will physically spend time at the Terminals assigned to him no less than two (2) days a week. For his services he shall receive two (2) day's pay and benefits at the Clerks rate per week.

#### SECTION 4.

The 2<sup>nd</sup> Vice-President shall assist the President in the discharge of his duties, and in the absence of the President and 1<sup>st</sup> Vice-President, he shall perform the duties of the President. The 2<sup>nd</sup> Vice-President will automatically be the Third Delegate to the Wage Scale Committee, the Third Delegate to the District Council. The President shall have the authority to assign either the 1<sup>st</sup> Vice-President or the 2<sup>nd</sup> Vice-President to handle any business/grievances that shall arise at any said terminal manned by ILA 1624 for a maximum total of two (2) days Monday through Friday. For his/hers they shall receive a maximum of two (2) days pay and benefits at the Clerk's rate.

#### SECTION 5.

The Recording Secretary shall keep an accurate account of the proceedings of the meetings in a permanent bound minute book, which shall be in his custody. Five days prior to regular meetings, he shall send written notice thereof to all members in good standing. He shall have full charge of the correspondence of the Local and shall issue such notices as shall be ordered by the Local. He shall be the keeper of the seal, which he shall attach to all documents requiring authentication. At the expiration of his term of office, he shall deliver to his successor all property he may have in his care and custody belonging to the Local. For his services, he shall receive two hundred dollars (\$200.00) per month, plus a days pay at clerks rate for any mailing to be performed during the month.

SECTION 6.

The Financial Secretary shall collect and receive all monies paid to the Local for dues, assessments and from any other source, and shall deposit same in a bank account to be maintained in the name of the Local. He shall keep a correct account of all monies owed to the Local by the members of account of fines, assessments or other indebtedness. He shall pay all the regular expenses of the Local and such other additional expenses as may be approved by the membership. He shall have charge of all funds of the Local. He shall have custody of all the financial books, records and papers of the Local. He shall keep his records in a manner acceptable to the International and the Local's Auditors. He shall keep a correct account of all monies received and paid out by him and have his books open for examination at such times as the Executive Board or the membership shall direct. He shall make a report at each monthly meeting as to the financial condition of the Local. At the expiration of his term of office, he shall deliver to his successor the books, papers and monies in his custody and charge which books and records shall be maintained by the Local for at least the period required by law. For his services, he shall receive two hundred dollars (\$200.00) per month, plus a days pay at clerks rate per week for financial duties performed.

SECTION 7.

The Auditing Committee shall be composed of four (4) members of the Local. It shall supervise the handling of all money of the Local and shall receive from the Financial Secretary a list of all property of the Local and shall see that the property is accounted for. It shall examine the financial books and records of the Local quarterly and shall report thereon to the membership. It shall see that the books are closed and properly audited sixty (60) days after the start of the fourth quarter. The Auditing Committee shall be responsible for the filing with government agencies of all forms on behalf of the Local that may be required under the law. The Auditing Committee is to present a written financial report to the body at the meeting following the close of the first, second and third quarters.

SECTION 8.

The Executive Board shall be composed of the President, two (2) Vice-presidents, Recording Secretary, Financial Secretary and members of the Auditing Committee. It shall be the governing body of the Local between membership meetings and shall exercise general supervision of its property and affairs. It shall have such other and further powers as are given to it in these By-Laws. Meetings of the Executive Board may be called by the President or by any three (3) members of the Executive Board. A majority of the members of the Executive Board shall constitute a quorum for the transaction of business.

SECTION 9.

The presiding officer at each meeting of the membership shall appoint a Marshall for such meeting. He shall help the President in keeping order at all meetings. It shall be his duty to see that only members of the Local attend its meetings, except upon invitation by the chair.

SECTION 10.

No officer can make or enter into any agreement, which shall be binding on the Local unless authorized by the Local or authorized by a duly empowered committee of the Local.

SECTION 11.

All officers must work within the craft.

SECTION 12.

The Executive Board of the Local shall have power to discipline a member or officer of the Local who it finds guilty of violating any provisions of this Constitution, a decision of the Executive Board of the Local, District Council or District organization, or of dishonesty, misconduct or conduct detrimental to the welfare of the I.L.A. Before any action can be taken, the person up on charges must be notified of these charges by the Executive Board. An opportunity for a hearing upon these charges must be provided as is stated in Article XIII.

SECTION 13.

All non 40-hour salaried officers/trustees shall be paid a days pay at Clerks rate for any and all Executive Board/Trial Board Meetings.

ARTICLE IX

DELEGATES TO THE DISTRICT COUNCIL  
OF HAMPTON ROADS AND VICINITY,  
THE WAGE SCALE CONFERENCE COMMITTEE  
AND THE I.L.A. AND A.C.D. CONVENTIONS

SECTION 1.

The Local shall be represented on the District Council of Hampton Roads and vicinity, the Wage Scale Conference Committee and the I.L.A. and A.C.D. Conventions. The representatives of the Local and the compensation to be paid, if any, shall be determined by the membership, as the occasion requires, at a meeting called on at least fifteen (15) days written notice, specifying such elections as an order of business. Such elections shall be by secret ballot, and the term of office, etc., shall conform to the District Council By-Laws. The President will automatically be the First Delegate for the above. Any member which is active and in good standings (not listed above) that is also an International Officer or District Officer shall automatically be the Second Delegate to the I.L.A. and A.C.D. Conventions.

SECTION 2.

Any officer or member shall be eligible to serve as a representative of the Local to the District Council, Convention and Wage Scale Conference Committee, as stated in the International Constitution and By-Laws.

SECTION 3.

After attending a meeting of the District Council, Convention or Wage Scale Conference Committee, the representatives of the Local thereto shall report to the membership at the next Regular Meeting. They shall file with the Recording Secretary a written report of the meeting attended, being compensated by the Local for attending such meeting.

ARTICLE X

ELECTIONS

SECTION 1.

All officers shall serve for a term of three (3) years.

SECTION 2.

Nomination of officers shall take place at the Regular Meeting in November. Nominations shall be made for officers in the order in which such officers are set forth in Article VIII, Section 1, thereof. The notice for the nominating meeting shall set forth the nominations of officers as an order of business for such meeting. All candidates must be present when nominated, unless excused due to illness, union business or death in the family.

SECTION 3.

Elections shall be held by secret written ballot in December. At least fifteen (15) days notice shall be sent to all members setting forth the time, date and place for the elections for all candidates for office. Each candidate shall be permitted to be represented at the voting and at the counting of ballots by a watcher, who shall receive no compensation from the Local. Ballots shall be counted by three (3) tellers to be appointed by the chair, none of who shall be a candidate for any office. The Local shall maintain all election records, including the ballots, for at least one (1) year.

SECTION 4.

Newly elected officers shall be installed at the Regular or Special Meeting in December following the elections.

SECTION 5.

Only members in good standing will be permitted to vote.

SECTION 6.

In the event of a vacancy in office, by reason of death, resignation, removal or otherwise, the unexpired term, if less than one (1) year, shall be filled by appointment of the Executive Board. If the unexpired term exceeds one (1) year, then the vacancy shall be filled by special election. Such Special Election shall be by secret ballot at a meeting held on at least 15 written days notice to the members, which notice shall set forth the Special Election as an order of business for such meeting.

ARTICLE XI

SALARIES AND DISBURSEMENTS

SECTION 1.

The fixed compensation or allowances, if any, to be received by all officers and delegates shall be fixed by the membership at a meeting called on at least fifteen (15) days written notice, which notice shall state that fixing of compensation will be an order of business at such meeting, except where otherwise provided for in these By-Laws or when a daily rate is raised by contractual agreement.

SECTION 2.

Reimbursement to members for pre-authorized time lost from work on account of union business shall be paid upon decision of the membership or the Executive Board.

SECTION 3.

All checks or orders to pay monies of the Local shall be signed by the Financial Secretary and by the President or a Vice-President. The President, Vice-Presidents and Financial Secretary shall be bonded by the Local, in accordance with the law, to secure it in the faithful discharge of their duties.

SECTION 4.

The funds of the Local shall be expended only pursuant to the purpose and principles as set forth in the I.L.A. Constitution and this Constitution.

ARTICLE XII

STRIKES AND DUTIES OF MEMBERS

SECTION 1.

There shall be no strikes by members of this Local, except in accordance with the Constitution of the I.L.A.

SECTION 2.

No member shall stop his work under any circumstances by reason of any grievance between himself and his employer. Any Checker employed on a job shall not leave the said job or be relieved under any circumstances until said job is finished, unless he is to take employment as a Delivery Clerk, Receiving Clerk, and Weigher or by mutual agreement, else be subject to discipline. Any Delivery or Receiving Clerk or Weigher employed on a job shall finish such job, except when mutually agreed otherwise, and else be subject to discipline. Under no circumstances can a member leave a job to take another job in the same or next shaping period unless he is to take employment as a Delivery Clerk, Receiving Clerk, and Weigher.

SECTION 3.

No member of this Local shall deliver or receive more than one ship at any one time, no Checker or Weigher shall check or weigh more than any one hatch or container at any one time. No member shall be allowed to perform the duties of Delivery or Receiving Clerk when hired to perform Checker duties. No member shall deliver and receive and also check when no checker is hired. No member shall perform any two jobs normally done by two men when sufficient men are available. Any member guilty of violation of this section shall be subject to discipline.

SECTION 4.

Any member of the Local who is on a salary, a 40-hour guarantee or a retainer shall not be hired for a Per Diem job in preference to a member who is working on a day to day basis under penalty of discipline.

SECTION 5.

Work rules are to be as outlined by the Work Rules Committee and approved by the body. Upon approval, such work rules shall be considered part of these By-Laws, and any changes must be handled as a By-Law change in accordance with Article XVI, Section 2, of the Constitution.

SECTION 6.

No member shall accept no more than one (1) job per shape from any of the ILA Local 1624 Hiring Clerks. Any member found to be in violation shall be fined under Article XIII, Section 8 as a 2<sup>nd</sup> Offense Penalty of three (3) days pay per occurrence.

SECTION 7.

Any member while on a work site which believes he/she may have a violation of this Constitution and By-Law or the Hampton Roads Collective Bargaining Agreement must first contact his/her I.L.A. Hiring Clerk. Failure to resolve said issue with the I.L.A. Hiring Clerk he/she shall contact the Vice President which monitors the work site where said issue took place. Only upon failure to resolve the issue as outlined will he/she contact the President for resolution.

ARTICLE XIII

DISCIPLINE

SECTION 1.

Any member or officer found guilty of violating any provisions of these By-Laws or the rules and decisions of the Local, the District Council of Hampton Roads and vicinity, the Atlantic Coast District, the I.L.A., the Collective Bargaining Agreements entered into by the Local, or of dishonesty, misconduct or conduct detrimental to the Local or the I.L.A., shall be subject to discipline. Any member or officer found guilty of forming, holding membership in or supporting any opposition, dual or seceding Union, or any organization whose aim is to undermine this Local or the I.L.A., shall likewise be subject to discipline.

SECTION 2.

The term "discipline" as used by these By-Laws shall mean reprimand, fine, suspension, removal from Union office, disqualification to hold Union office, limitation of Union privileges or expulsion, or any combination of such penalties.

SECTION 3.

Disciplinary proceedings may be initiated by any member of this Local by filing written charges specifying the acts of conduct with which the accused is charged with the Recording Secretary of the Local. The Recording Secretary shall submit such charges to the Executive Board, and shall promptly transmit a copy of the charges to the accused. The Executive Board shall fix a time and place for a hearing on the charges, and the Recording Secretary shall send the accused at least ten (10) days written notice of the hearing, setting forth the time and place, which time may be extended by the Executive Board for good cause shown. The hearing shall be held before the Executive Board, or, if the Executive Board so decides, before a Trial Committee appointed by the Executive Board.

SECTION 4.

At the hearing on the charges, the accused shall have a right to appear, produce and cross-examine witnesses, and be represented by any member of the Local in good standing, designated by him for that purpose.

SECTION 5.

Hearings may be held on any charge, notwithstanding the failure of the accused, after being given notice pursuant to the provisions of the article, to appear thereat.

SECTION 6.

The Executive Board shall have power to subject a member to discipline after hearing on the basis of the findings made by it or by the Trial Committee appointed by it.

SECTION 7.

Appeals from the decision of the Executive Board may be taken in accordance with the Constitution of the I.L.A. The decision of the Executive Board on any charges shall be final and binding, unless reversed or modified on such an appeal.

SECTION 8.

If found guilty of any violation of the Constitution and By-Laws and fined, the fines shall be as set forth:

1 <sup>st</sup> Offense	(1) Day's Pay
2 <sup>nd</sup> Offense	(3) Days' Pay
3 <sup>rd</sup> Offense	(7) Days' Pay

Any offense thereafter will be ten (10) days' pay. A second or third offense, etc., shall be construed, as one that occurs within twenty-four (24) months of the last offense a member is found guilty of.

Fines are payable to the local in full within thirty (30) days of being notified of trial results. Any member who has not paid his/her fine at the conclusion of said thirty (30) days shall automatically and without notice be placed at the bottom of the callboard until the fines are paid in full. (Note: this by-law addition was approved by the membership on August 01, 2006. However, it has not been enforced do to an inconclusive opinion by the port seniority board.)

ARTICLE XIV

SENIORITY RULES

SECTION 1.

To implement the employment of the membership of Local 1624 in the port of Hampton Roads, Virginia, under a Seniority System as required by the present agreement, the following rules shall apply, and operation of the plan shall be governed by the Seniority Board.

- (A) The Seniority Board shall consist of five (5) elected members. They will be elected for a three (3) year term to coincide with the regular Local's election. Three (3) members shall constitute a quorum.
- (B) The Seniority Board shall meet to review hours for the prior contract year no later than December 10<sup>th</sup> of each year. And give a report to the membership at the following January meeting.

SECTION 2.

Any dispute concerning or arising out of the terms and conditions of this agreement, or a dispute involving the interpretation or application of this agreement, or arising out of any rule adopted for its implementation shall be referred to the Seniority Board.

- (A) The Seniority Board shall act by a majority vote, and should they reach a determination in a particular dispute, such determination shall be final unless appealed in accordance with the International By-Laws.
- (B) Any dispute or grievance by an individual member must be submitted to the Recording

Secretary of the Local in writing within thirty (30) days of said grievance.

- (C) The Seniority Board shall be the sole judge of the sufficiency of the evidence to be considered in the resolution of any dispute brought before them

### SECTION 3.

Clerks and Checkers shall be classified by the Board on the following dual category basis:

#### DEEP-SEA CATEGORY:

CLASS A: Class A Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer as of February 22, 1969.

CLASS B: Class B Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between February 23, 1969, and September 30, 1971.

CLASS C: Class C Seniority shall be enjoyed by those persons who were taken into the Local for organizational purposes during the period between February 23, 1969, and September 30, 1971.

CLASS D: Class D Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1971, and September 30, 1974.

CLASS E: Class E Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1974, and September 30, 1977.

CLASS F: Class F Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1977, and September 30, 1980.

CLASS G: Class G Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1980, and September 30, 1983.

CLASS H: Class H Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1983, and September 30, 1986.

CLASS I: Class I Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1986, and September 30, 1989, or work 700 hours in any of the contract years October 1, 1986, through September 30, 1989.

CLASS J: Class J Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1989, and September 30, 1992, or work 700 hours in any of the contract years October 1, 1989, through September 30, 1992.

CLASS K: Class K Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 1992, and September 30, 1997, of work 700 hours in any of the contract years October 1, 1992, through September 30, 1997.

CLASS L: Class L Seniority shall be enjoyed by the terminal checkers (formerly identified as Local 1840) as follows and any person who does not meet the criteria set forth above for class "A" through "K" of who have been dropped in seniority from class "K" pursuant to the Seniority Rules.

TERMINAL CHECKER CATEGORY:

CLASS A: Class A seniority shall be enjoyed by those employed as Terminal Checkers during the period immediately prior to September 30, 1967, and who have maintained continuous service as Terminal Checkers through September 30, 1967.

CLASS B: Class B Seniority shall be enjoyed by those employees who do not meet the qualifications for Class "A", but who have maintained a record of continuous service for the period of October 1, 1967 through December 31, 1970.

CLASS C: Class C Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", or Class "B", but who have maintained a record of continuous service for the period of January 1, 1971 through December 31, 1973.

CLASS D: Class D Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", Class "B", or Class "C", but who have maintained a record of continuous service for the period of January 1, 1974 through September 30, 1976.

CLASS E: Class E Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", Class "B", Class "C", or Class "D", but who have maintained a record of continuous service for the period of October 1, 1976 through December 31, 1977.

CLASS F: Class F Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", Class "B", Class "C", Class "D", or Class "E", but who have maintained a record of continuous service for the period of January 1, 1978 through September 30, 1985.

CLASS G: Class G Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", Class "B", Class "C", Class "D", Class "E", or Class "F", but who have maintained a record of continuous service for the period of October 1, 1985 through June 30, 1990.

CLASS H: Class H Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", Class "B", Class "C", Class "D", Class "E", Class "F", or Class "G", but who have maintained a record of continuous service for the period of July 1, 1990 through September 30, 1991.

CLASS I: Class I Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", Class "B", Class "C", Class "D", Class "E", Class "F", Class "G", or Class "H", but who have maintained a record of continuous service for the period of September 30, 1991 through September 30, 1992.

CLASS J: Class J Seniority shall be enjoyed by those employees who do not meet the qualifications of Class "A", Class "B", Class "C", Class "D", Class "E", Class "F", Class "G", Class "H", or Class "I", but who have maintained a record of continuous service for the period of October 1, 1992 through September 30, 1996.

DEEP SEA & TERMINAL CHECKER CATEGORY:

CLASS M: Class M Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 01, 1997, and September 30, 1999, or work 700 hours in any of the contract years October 01, 1997, through September 30, 1999.

CLASS N: Class N Seniority shall be enjoyed by those persons who met the qualifications for

being available for full time employment within the industry with a contracting employer between October 01, 1999, and September 30, 2000, or work 700 hours in any of the contract years October 01, 1999, through September 30, 2000.

CLASS O: Class O Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 01, 2000, and September 30, 2002, or work 700 hours in any of the contract years October 01, 2000, through September 30, 2002.

CLASS P: Class P Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 01, 2002, and September 30, 2003, or work 700 hours in any of the contract years October 01, 2002, through September 30, 2003.

CLASS Q: Class Q Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 01, 2003, and September 30, 2004, or work 700 hours in any of the contract years October 01, 2003, through September 30, 2004.

CLASS R: Class R Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 01, 2004, and September 30, 2006, or work 700 hours in any of the contract years October 01, 2004, through September 30, 2006.

CLASS S: Class S Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 2006 through September 30, 2008, or work 700 hours in any of the contract years October 1, 2006 through September 30, 2008.

CLASS T: Class S Seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 2008 through September 30, 2013, or work 700 hours in any of the contract years October 1, 2008 through September 30, 2013.

CLASS U: Class U seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry within the industry with a contracting employer between October 1, 2013 through September 30, 2014, or work 700 hours in any of the contract years October 1, 2013 through September 30, 2014.

CLASS V: Class V seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 2014 through September 30, 2015, or work 700 hours in any of the contract years October 1, 2014 through September 30, 2015.

CLASS W: — Class W — Class W seniority shall be enjoyed by those persons who met the qualifications for being available for full time employment within the industry with a contracting employer between October 1, 2015 through September 30, 2018, or work 700 hours in any of the contract years October 1, 2015 through September 30, 2018.

CLASS X: — Class X seniority shall be enjoyed by those persons who does not meet the criteria as set forth above for class “A” through “W” or who have been dropped in seniority from Class “W” pursuant to the seniority rules.

#### SECTION 4.

In determining the above qualifications, the following rules shall apply:

- (A) Clerks and Checkers in each category must first seek work in their respective categorical assignments before being able to accept work out of category. All rules governing Seniority shall apply.
- (B) As used in this agreement, a "Contract Year" shall be defined as any period between October 1<sup>st</sup> of any year and September 30<sup>th</sup> of the following year.
- (C) Persons may receive credit for allowable breaks in service, which are due to:
  - 1. Persons who become sick or injured to the extent of becoming eligible for Workman's Compensation or for benefits under the employer - I.L.A. Welfare Plan.
  - 2. Absence due to compulsory Military Service provided the person is reinstated in compliance with the requirements of law as to re-employment.
  - 3. Absence due to service in a Supervisory or Managerial position, Foreman, Superintendent, etc., with any company that is party to the Collective Bargaining Agreement.
  - 4. Absence due to a period of service as an employee of the I.L.A. or any of its subdivisions.
  - 5. Lack of required hours due to unavailability of work during the contract year.
- (D) Credit for allowable breaks in service shall be granted for the purpose of Seniority on the basis of 700 hours per year and prorated over the actual period of absence.
- (E) The Seniority of any person shall drop down one Seniority with respect to priority of employment in the event he/she fails to work at least 700 hours after October 1, 1974, in the jurisdiction of Local 1624 in any one contract year, unless such failure is allowable within Section 4, (C).
- (F) The records of the H.R.S.A.-I.L.A. and the records of Local 1624 shall be the official source of years of service and hours worked. Where such records are questioned, the Seniority Board shall have the authority to determine the figures to be used for the Seniority Plan.
- (G) The Seniority of any person shall cease with respect to priority of employment in the event he/she: voluntary quits, resigns, retires or withdraws.

#### SECTION 5.

In order to have a workable Seniority Plan and practical hiring procedures for all persons, the Local agrees on the following:

- (A) All Checkers and additional Clerks will be hired by a I.L.A. Hiring Clerk, as has been the practice.
- (B) The employer may choose his own I.L.A. Clerk to hire under this section, as has been the practice. In replacing absentee Clerks, select persons from classes "A" or "B", in that order, before taking other persons. When employing persons for less arduous jobs, preference shall be given to all available persons in the categories.
- (C) In Section 5, (B), above where reference is made to picking persons from classes "A" and "B", in that order, the following specific procedure is to be followed in order to carry out

the intent of this agreement:

- (D) Clerks will first pick their people for checking positions from class "A" persons so long as they are available and qualified. When the supply of class "A" persons has been exhausted, Clerks will then pick class "B" people so long as they are available and qualified, and only after the supply of class "B" persons is exhausted, will they make selections from class "C" and others in like manner.

#### SECTION 6.

Positions such as Clerks are not subject to seniority procedures except that Clerks shall be "A" or "B" persons.

#### SECTION 7.

- A) Persons starting work on ships and barges are entitled to remain on the job as long as they are continuously employed, and they shall not be removed from the job by a person in a higher Seniority Category during such period of continuous employment. Hatch rights shall be observed. Persons working at Consolidation Sheds shall be hired on a daily basis. The same shall apply to the Terminal Checker Category, in which case a Checker shall be entitled to finish the job, or the day, which ever event shall occur first. In the case of a Clerk who starts work Receiving or Delivering a ship on Friday, or another day before an overtime day, and the ship continues working, said Clerk shall be permitted to continue until the job is completed.
- B) Any jobs that allows Checkers to choose from multiple assignments (Vessels, Rail Interchange, Transfer Zone, etc.) that they pick by seniority or other means after being hired by a Hiring Clerk shall be assigned no later then ten (10) minutes prior to start of a job. Anyone not physically present at job site ten (10) minutes prior to start of the job loses right to lose job assignment and will be given what is left over. No phone calls, texts, tweets, etc. will be accepted. Everyone must be physically present.

#### SECTION 8.

When a 40-hour person is laid off, they will retain Seniority rights to said 40-hour job for a period of twelve (12) months, provided they have worked a minimum period of ninety (90) days during their initial employment. If re-employed, they must work another 90-day period to obtain the one (1) year exclusion. Per Diem and fill-in employment will not be included in the aforementioned.

A) The person taking the 40-hour fill-in job would have priority above those on the callboard to work any overtime of said job. I.e.: Nights and weekends until the following Monday when the commitment of the job is complete.

B) Upon taking a 40-hour fill-in job for the week, the person taking the job can not post for or take another job until the following Monday.

C) If a person takes a 40-hour fill-in job for the week and gives up the job during the week, the person who gets the job is eligible to work the said job until Friday, but not the weekend due to the fact that he/she did not work the job Monday through Friday fulfilling the requirements of the 40-hour fill-in position.

#### SECTION 9.

Rules governing the midnight shape:

- (A) Any member having taken a 5:00 pm, 6:00 pm or 7:00 pm start, shall not accept a midnight start for the same night.
- (B) No member having accepted a midnight start shall accept any start prior to 8:00 am of the morning immediately following such midnight start, nor under any conditions shall a member be on more than one payroll.

SECTION 10.

Any member in violation of the conditions set forth herein shall be subject to discipline. Any member/officer who has been found guilty and fined for any seniority violation shall have thirty (30) days to pay said fine to the Local after all appeals have been exhausted. Failure to do so will automatically require the President to turn over all trial and appeal minutes and finding to the Employer in which the violation took place for further discipline under Section 26 and Section 41 of the Hampton Roads Collective Bargaining Agreement.

ARTICLE XV

CALL RULES---HIRING PROCEDURES

SECTION 1.

Hiring times: Tuesday through Friday: am (0500-0600-0700-0800-0900-1200-1300-1700 etc.  
“A” thru “W”: 3:00pm – Until Complete

Saturday, Sunday and Monday: am, pm and 5:00 pm starts completed on Friday with the same applicable hours as above.

SECTION 2.

Hiring times: Monday through Friday: pm starts (night work) 1800-1900-2400- etc.

“A” thru “W”: 3:00pm – Until Complete

Any member being replaced on a job prior to 1700, for a job they have already started, said replacement shall be hired from the 0800 board. Any member being replaced on a job at 1700 or later, for a job they have already started, said replacement shall be hired from the 1900 board.

SECTION 3.

Callboard for registration will be open at 11:00 a.m. Monday through Friday unless a holiday falls in during the week and office is closed. Between 2:00 p.m. and 2:15 p.m. the callboard will be posted on the ILA 1624 website. A text to all members will follow stating “Callboard is posted, please verify your availability for accuracy.” At this time please call for any corrections that need to be made, this will also serve as a reminder if you have forgotten to call and register. All men must be on the board by 2:45 p.m. Monday through Friday for all (night work) 1800-1900-2400- etc. All men must be on the board by 2:45 p.m. Monday through Friday for all prior day orders (day work) 0500-0600-0700-0800-0900-1200-1300-1700-etc.

SECTION 4.

If a holiday falls on any day of the week, your name must be placed on the board by 2:45 pm of the preceding day. When a holiday falls on a Monday, your name has to be put on the board by 2:45 pm the preceding Friday.

SECTION 5.

Hiring Clerks must identify themselves and request the operator to provide the names available; Seniority must be observed.

SECTION 6.

If a person fails to place his name on the board by the prescribed time, his name will be placed on the bottom of that period's hiring time.

SECTION 7.

When a member's phone does not answer or continues to stay busy for a long period of time, the Clerk will have our Local's operator verify a "no answer" or "busy" and then proceed on to the next Class or Card, provided all men in that Class have been called.

SECTION 8.

Hiring Clerks must identify themselves as they are listed in the call book.

SECTION 9.

All Checkers must identify themselves as they are listed in the call book.

SECTION 10.

Checkers are entitled to one to be put on the board.

SECTION 11.

For purposes of job assignments, Checkers in the Terminal Checker category will be identified in the Deep-Sea category as Class L followed by their regular Seniority assignment as follows: L/A, L/B, L/C, L/D, etc.. Checkers in the Deep-Sea category will be identified in the Terminal Checker category in like manner. Seniority will prevail in all categories.

SECTION 12.

For purposes of job assignments, Checkers in the (Former Local 862) category will be identified in the Deep-Sea category as Class T followed by their regular Seniority assignment as follows: T, T/A, T/B, T/C, T/D, etc.. Checkers in the Deep-Sea category will be identified in the (Former Local 862) category in like manner. Seniority will prevail in all categories

Checkers will have no recourse when they do not follow the rules specified above.

ARTICLE XVI

ADOPTION AND AMENDMENT OF THE CONSTITUTION

SECTION 1.

This Constitution and By-Laws shall become the Official Constitution of the Local upon approval by a two-thirds vote of the members present at a membership meeting, held upon written notice to all members setting forth the subject of such meeting.

SECTION 2.

An amendment to this Constitution and By-Laws must be submitted in writing, and signed by said proposer to the Recording Secretary. The Recording Secretary shall read the proposed amendment at the next Regular Meeting of the Local. 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. A written copy of the proposed amendment shall be sent to all members prior to said meeting. Approval by two-third vote of the members present shall be required for adoption. In the case of any amendment increasing dues or initiation fees, at least fifteen (15) days notice of the meeting to vote on such amendment shall be given to all members.

SECTION 3.

No part of this constitution can be set-aside at any meeting. The updated and revised copies of this Constitution shall be available to all members at the annual January meeting.