
**MEMORANDUM OF SETTLEMENT
OF LOCAL CONDITIONS IN THE
PORT OF NEW YORK AND NEW JERSEY**

This **MEMORANDUM OF SETTLEMENT** entered into this ____ day of February 2023, by and between **SHIPPING ASSOCIATION OF NEW YORK AND NEW JERSEY (“NYSA”)**, on behalf of its members, and the **INTERNATIONAL LONGSHOREMEN’S ASSOCIATION, (“ILA”)**, on behalf of itself and its affiliated local unions representing longshoremen, clerks, checkers, maintenance workers and all other craft employees in the Port of New York and New Jersey (“PONY-NJ”), settles all local conditions under the NYSA-ILA Collective Bargaining Agreement (“NYSA-ILA CBA”) on the following basis effective, except where otherwise provided herein, on October 1, 2024, and together with the Master Contract between the ILA and the United States Maritime Alliance Limited (“USMX”) that will go into effect on October 1, 2024, establishes for the six-year period ending September 30, 2030, the terms and conditions of employment for all craft workers in the PONY-NJ covered by NYSA-ILA Collective Bargaining Agreement:

Effective October 1, 2024, the following provisions shall be incorporated into the NYSA-ILA Collective Bargaining Agreement (NYSA-ILA CBA) for the period October 1, 2024 through September 30, 2030:

I. PENSION WINDOWS

Participants who meet the eligibility requirements are entitled to obtain only one of the following two window pensions and special severance benefits.

A. First Pension Window

1. Working pensioners and employees who are at least 58 years of age and have a minimum of 25 years of credited service as of October 1, 2025 and who are actively employed under the NYSA-ILA CBA shall be entitled to receive a special window pension on May 1, 2026 in the amount of Two Hundred Thirty (**\$230.00**) dollars per month per year of credited service subject to all the terms and conditions of the current NYSA-ILA Pension Plan including any actuarial reductions provided (a) they give written notification to the NYSA-ILA Pension Trust Fund (PTF) of their election of the special first window pension during the period between August 1, 2025 and October 1, 2025 (First Window), (b) they remain actively employed in the longshore industry under the NYSA-ILA CBA until the earlier of May 1, 2026, or the date the window-pension applicants are released from employment by NYSA, and (c) they actually retire and terminate their employment in the longshore industry under the NYSA-ILA CBA.

2. Employees who are entitled to the special first window pension shall receive a special severance benefit, subject to the container royalty provision in the Master Contract referred to above, in the amount of \$150,000.00, to be paid in two equal annual installments of \$75,000.00 each, the first payable on the date of receipt of the first monthly special first window pension benefit and the second payable one year later on that same date. The severance benefit

payments totaling \$150,000.00 shall be paid from the NYSA-ILA Container Royalty Fund, using the automatic container royalty distributions received from the Container Royalty Central Collection Fund. In the event of the death of the Employee, the entire remaining unpaid portion of the severance benefit shall be paid to the representative of the Estate of the deceased Employee as soon as practicable.

B. Second Pension Window

1. Working pensioners and employees who are at least 58 years of age and have a minimum of 25 years of credited service as of October 1, 2027, and who are actively employed under the NYSA-ILA CBA as of October 1, 2027, shall be entitled to receive a special window pension on May 1, 2028, in the amount of Two Hundred Thirty (\$230.00) dollars per month per year of credited service subject to all the terms and conditions of the current NYSA-ILA Pension Plan including any actuarial reductions provided (a) they give written notification to PTF of their election of the special second window pension during the period between August 1, 2027, and October 1, 2027 (Second Window), (b) they remain actively employed in the longshore industry under the NYSA-ILA CBA until the earlier of May 1, 2028, or the date the window-pension applicants are released from employment by NYSA, and (c) they actually retire and terminate their employment in the longshore industry under the NYSA-ILA CBA.

2. Employees who are entitled to the special second window pension shall receive a special severance benefit, subject to the container royalty provision in the Master Contract referred to above in the amount of \$150,000.00 to be paid in two equal annual installments of \$75,000.00 each, the first payable on the date of receipt of the first monthly special second window pension benefit and the second payable one year later on the same date. The severance benefit payments totaling \$150,000.00 shall be paid from the NYSA-ILA Container Royalty Fund, using automatic container royalty distributions received from the Container Royalty Central Collection Fund. In the event of the death of the Employee, the entire remaining unpaid portion of the severance benefit shall be paid to the representative of the Estate of the deceased Employee as soon as practicable.

C. Pension Benefits

Effective October 1, 2024, the benefit level shall be raised to \$160 per month per year of credited service. Effective October 1, 2027, the benefit shall be raised to \$175 per month per year of credited service. After the First Window has closed, the benefit level shall revert to \$160 per month per year of credited service. After the Second Window has closed, the benefit level shall revert to \$175 per month per year of credited service. After each of the First and Second Windows has closed, the Vested Rights Pension Benefit shall be \$160 per month per year of credited service and \$175 per month per year of credited service, respectively. Effective October 1, 2024, the benefit level for a Disability Pension shall be \$140 per month per year of credited service.

Effective October 1, 2024, the surviving spouse of an employee who dies in the course of employment with at least 15 years of credited service shall be entitled to the immediate payment of a 75% joint and survivor benefit. Effective October 1, 2024, the surviving spouse of an

employee who dies while active with at least 25 years of credited service shall be entitled to the immediate payment of a 75% joint and survivor benefit.

II. MONEY PURCHASE PENSION PLAN OR SUCCESSOR PLAN

Effective June 1, 2025 or as soon as a successor plan can be established and implemented, employees covered by this agreement shall be permitted to make contributions on a voluntary basis to the NYSA-ILA Money Purchase Pension Plan.

III. WELFARE

A. Effective March 1, 2025 life insurance benefits for active employees shall be \$50,000.

B. Effective March 1, 2025, enhanced dental benefits shall be available in all states.

C. The parties will continue to provide MILA benefits to employees who retire under either the First Window or the Second Window as set forth hereinafter. Pensioners who retire at age 60 with 25 years of service under the First and Second Windows and their spouses shall receive MILA Premier benefits until the pensioners reach age 62.

IV. PRODUCTIVITY IMPROVEMENT PROCESS

A. Longshore Foreman's Core Responsibilities

1. Foreman performance is an integral part of achieving productivity goals. MTO's agree to provide the Foreman access to any information or tools needed to oversee vessel operations. The Longshore Foreman's Core Responsibilities for the workers under his/her supervision are to ensure:

- (a) All operations start on time,
- (b) Efficient hot seat switch outs at relief times,
- (c) Individuals work right up to at least 10 minutes prior to the knock off time (Not applicable to vessel finish),
- (d) Individuals work until properly relieved or as directed by the Foreman,
- (e) Document all productivity issues and take action to improve productivity,
- (f) Industry and company safety and standard operating procedure rules are adhered to, and
- (g) Additional functions specific to the Foreman's scope of responsibilities within their terminal's operation are carried out.

B. Overview

1. Each Marine Terminal Operator (MTO) and the ILA mutually establish the Terminal Baseline Vessel Productivity GOAL (reflected as Moves per Hour). For clarification purposes, productivity in this document means NET PRODUCTIVITY.

(a) **Net Moves Per Hour (NMPH)**

(b) $NMPH = \text{Marine Lifts} / (\text{Gross Gang Hours} - \text{All Lost Time}^{**})$

(c) *Standard net productivity will be defined and jointly agreed prior to implementation*

2. Using Net Productivity is the best way to ensure that issues beyond the control of a gang that negatively impact its productivity will not be held against the gang. A 6-month net productivity average from last 6 months prior to implementation of this process will be used to establish a baseline.

3. After a one-month adjustment period, the overall terminal Net Productivity begins to be evaluated weekly.

4. If the overall average terminal Net Productivity is equal or exceeds the Terminal Baseline Vessel Productivity GOAL, all gangs remain in High-Low rotation even if some gangs performed below the Terminal Baseline Vessel Productivity goal. Gangs that do not meet the target/baseline productivity number are subject to the review process.

5. If the overall average terminal net productivity for the week is below the Terminal Baseline Vessel Productivity GOAL, gangs that performed below the Terminal Baseline Vessel Productivity GOAL are removed from High-Low rotation for the following week and are hired after all gangs remaining in High-Low rotation are hired. Gang individuals needed for fill-in will be hired as today.

6. If multiple or all MTO gangs perform below the Terminal Baseline Vessel Productivity GOAL and the terminal does not meet its productivity goal, then the gangs are to be hired from highest net productivity to lowest net productivity.

7. Gangs taken out of High-Low rotation for one week are automatically put back into High-Low rotation the following week. Gangs taken out of High-Low rotation will have average gang hours from the previous week added to their total hours.

8. A key aspect of the Productivity Improvement Process is the cohesiveness of the gang unit, including the core drivers associated with the gang, working towards the Terminal Goal. Core drivers will be associated with each gang.

9. The Stevedore Foreman plays an important role in overseeing the vessel operation and shall provide input on how a vessel is to be worked. After the vessel has completed, the Marine Superintendent and the Stevedore Foreman shall agree upon and sign off on vessel productivity reporting. Details and timing of such to be agreed.

10. In the event that goals are not met due to chronic on-going terminal issues which have been identified and agreed upon during the weekly reviews, the Productivity Improvement Process shall not be enforced until the identified issues are resolved.

C. Establishing Baseline Productivity & Goals

1. The process and information used to calculate productivity shall be shared between the MTO and the corresponding ILA Locals so that they can agree on the Terminal Baseline Vessel Productivity GOAL.
2. Effective 10/1/2024 each MTO shall establish the Terminal Baseline Vessel Productivity GOAL. This will be done only after review and approval by the MTO and the ILA.
3. One (1) move per hour shall be added to the Terminal Baseline Vessel Productivity Goal on each subsequent anniversary date of implementation.

D. Review Process

1. Level 1 Review: The gang in question will be classified in Level 1 Review if they fail to meet the terminal baseline productivity goal **six (6)** or more times within one contract year. The Hatch Foreman and gang will be documented and placed on written notice. The Hatch Foreman will meet with the MTO and the appropriate ILA Local to discuss productivity and its pursuit of the Terminal Baseline Vessel Productivity level set for the terminal.
 - (a) Level 1 Review will be the first step in the Productivity Improvement Process. The gang in question shall meet with the MTO and the ILA to discuss productivity.
 - (b) While on Level 1 Review, the Hatch Foreman will be expected to elaborate steps taken to reach goals to improve gang performance and achieve the Terminal Baseline Vessel Productivity level set for the terminal.
 - (c) During the weekly reviews, the ILA locals and terminal management pledge to fully support the Hatch Foremen as they implement steps to improve productivity.
2. Level 2 Review: The gang in question will be classified in Level 2 Review if they fail to meet the Terminal Baseline Vessel Productivity Goal **twelve (12)** or more times within one contract year.
 - (a) On Level 2 Review, the Hatch Foreman is to be suspended from all Hatch Foreman responsibilities for one month.
3. Level 3 Review: The gang in question will be classified in Level 3 if they fail to meet the Terminal Baseline Productivity Goal **eighteen (18)** or more times.
 - (a) Once placed on Level 3, the MTO and ILA will collectively have the option to decide to either disband the gang and/or replace the Hatch Foreman or take

some other collective action. This action is subject to review by the Oversight Committee/ Contract Board.

E. Longshore Foreman Review

1. The company will identify individual Foremen who will require a review based on their performance. Such review will take place with the individual Foreman, the appropriate ILA Local and the company. Impasses between the ILA Local and the company will be referred to the Oversight Committee.
2. All new Foremen will undergo a 6-month probationary period after which their performance and capabilities will be reviewed to determine if the individual will continue as a Foreman.
3. Additionally, the NYSA and the ILA will develop a training program for core Foreman skills and responsibilities.

F. Oversight Committee:

1. Any disagreement in the proper approach to address the productivity shortfalls whether it be with the Foreman, the gang, the employers, or others involved, shall be referred to the Oversight Committee to determine proper actions. Such committee shall meet within 10 days of identifying disagreement in the proper approach.

2. At a minimum, the Oversight Committee will meet after the NYSA-ILA Contract Board meetings in addition to Oversight Committee meetings needed to resolve disagreements concerning Level 3 Review disciplinary actions.

(a) During Level 3 Review, any actions of the Oversight Committee that are in dispute and not resolved can ultimately be referred to the NYSA-ILA Contract Board on an expedited basis.

(b) The Oversight Committee shall consist of affected MTO, NYSA and ILA Representatives TBA.

G. Section 12 Straddle Carrier Manning

1. Establish terminal yard productivity goal at each terminal in independent discussion with Locals 1233 & 1235.

(a) Identify source documents to be used in establishing the productivity number at each terminal, such as reports/tools that foreman will need to help to establish and monitor performance.

(b) Each terminal will establish which work queues will be used to determine the production goals, i.e. truck deliveries, shifts, rail-related moves, etc.

- (c) These agreed upon reports will be used by foreman, local officials, and others to monitor the daily activity.
- (d) MTOs agree to provide the foreman with all data and reports they require to assist them in overseeing the yard activity.

2. MTOs and Locals agree that just prior to the implementation of the manning change, there will be a meeting of the rank-and-file drivers to collectively communicate the joint message and guidelines behind the change to 2: 1 manning.

3. MTOs and the Locals agree that a key initiative that needs to be accomplished before implementation is to determine the adequate size of the workforce necessary to support the change to 2:1 manning at each terminal.

- (a) Ship gangs are adequately filled.
- (b) Through the length of the contract, both parties agree to continue to review the size of the workforce to ensure the ability to handle volume growth, increasing weekend yard activity demands, etc.

4. It is agreed that foremen will need support to address individuals that do not meet the requisite productivity.

- (a) Foreman will be provided daily productivity info on overall terminal performance and individual performance as requested.
- (b) Foreman will highlight underperforming individuals and will identify individuals who will need to attend a pier level review.
- (c) Potential penalty escalations were discussed, including:
- (d) Level 1 - Initial warning.
- (e) Level 2 - within the 2:1 manning, reduce the work/break ratio to 3 hours on and 3 hours off.
- (f) Level 3 - resuming a 3:2 manning ratio if multiple offenders are involved.
- (g) Level 4 - same as Level 4 in the absentee policy, underperforming individuals for a period to be determined will be placed on Level 4 and only eligible to work CD & BH.
- (h) Level 5 -T.B.D. but may include up to removal from position as a strad driver or other actions to be agreed upon by the parties.

In addition, it was discussed that probationary drivers and newly trained straddle drivers will work in a 3:2 environment until their probationary period is completed or they consistently maintain safety and the terminal productivity goals.

5. The group discussed how to implement the program:

- (a) All agreed that right-sizing of the terminal workforce must occur prior to roll out.
- (b) All agreed that there should be efforts to improve productivity in the current environment to show that good faith efforts are underway to commence the improvement process, to include:

- improved switch outs
- more efficient starts and stops
- reduction in step downs

(c) Suggested roll out plan:

30-day break-in period

- address routine issues.
- ensure message is clear.
- make sure foreman have access to all reports required.
- Work out all kinks.

- (d) Mgt./Foreman and Locals will review 30-day break-in period results.
- (e) Next 30-day period is live tracking and reviewed every 2 weeks.
- (f) After the 30-day period, if terminal goals are met, program continues. If goals are not met, the parties agree to review and discuss how to move forward. If it is agreed that adequate progress is being made, the 2:1 manning level continues. If progress is inadequate, the parties determine if they need to go back to 3:2 for a period of time before re-implementing or give it another 30-day period before reverting back to 3:2. This process will continue until it is apparent our collective good faith efforts are not meeting the required results and the manning shall permanently revert to 3:2.

V. NYS-ILA ABSENTEEISM POLICY FOR SECTION 12 (LONGSHORE CRAFT)

The following addendum shall be added to the existing policy and addendum dated September 25, 2018:

Introduction

An absenteeism policy is required to confirm that employers, employees, and customers are protected by ensuring that an adequate and productive workforce is maintained. It is expected that a longshore worker responds to an order to work on time and prepared to work. Any absence will result in either one (1), one and a half (1.5) or two (2) debits, depending on when the absence occurs. An employee may accrue a maximum of three (3) debits per month. Violations due to absenteeism will be progressive when they occur within the same month and if violations accrue month to month. All debits and penalties will be reset at the end of the contract year.

Policy Details

1. The maximum number of debits per month shall be increased from two (2) to three (3).

2. There shall be no notes, including physician's notes, permitted to excuse a debit.
3. Each absence shall result in either one (1), one and a half (1.5), or two (2) debits as follows:
 - a. An absence on a Friday, Saturday, Sunday or Monday will result in 1.5 debits.
 - b. An absence on the day before or after a holiday will result in 1.5 debits.
 - c. Failure to return to work after a break will result in 2 debits.
 - d. Leaving work early without authorization will result in 2 debits.
4. Any above-specified debits beyond three (3) shall result in the following penalties:
 - a. First offense: Warning/pier-level meeting
 - b. Second offense: One week List Terminal suspension. Employees who are banned from working at their List Terminal or if an employee has no List Terminal a one-week port-wide suspension shall be imposed.
 - c. Third offense: Two-week port-wide suspension
 - d. Fourth offense: Three-week port-wide suspension.
 - e. Fifth offense: Suspension port-wide until an appearance before the Contract Board to determine their employment status. The port-wide suspension will be a minimum of three weeks.
5. Violations due to absenteeism will be progressive when they occur within the same month and if violations of the policy accrue month to month.
6. Failure to return to work due to an emergency, while a ship or yard is working, without contacting the foreman immediately will result in two (2) debits. If the foreman is contacted immediately, the foreman will document why the individual was unable to return and discuss this with terminal management.
7. An employee not physically working past midnight will receive a debit or debits for an absence that morning. Foreman, Shop Steward and Management will review possible debit removal based on switch-out times.
8. All parties shall reconvene and review the effectiveness of this policy within 6 months of its implementation. The parties shall agree to review whether the policy has achieved the

desired outcome, which is a substantial reduction in absenteeism.

VI. SHOP STEWARDS

Article II, Section 4 of the 2018-2024 NYSA-ILA Collective Bargaining Agreement (2018-2024 CBA) is amended in its entirety as follows:

Section 4. Shop Stewards.

A. Selection of Shop Stewards. Each Employer recognizes the right of employees in the longshore, checker, and maintenance crafts employed at the Employer's premises to determine through their local union without interference from the Employer an employee to act as their representative and spokesperson under the Grievance Procedure of this Agreement in presenting their grievances to the Employer and in attempting to resolve them satisfactorily. Such a representative is to be known as the Shop Steward.

B. Types of Shop Stewards. There are three types of Shop Stewards: (i) a part-time Shop Steward who has a full-time bargaining-unit job primarily at a cruise terminal, an auto terminal, or an open berth and who acts as a Shop Steward on an "as needed" basis whenever a grievance or dispute may arise; (ii) a full-time Shop Steward whose principal function is to represent employees primarily at a container terminal in connection with their rights under this Agreement; and (iii) a Master Foreman/Part-Time Shop Steward working at a container terminal who is primarily involved in operational functions for the Employer and also acts as a part-time Shop Steward. No later than November 1, 2018, each terminal shall meet with each of the local unions representing the terminal's employees to agree on the Shop Steward category to which each Shop Steward should be assigned. The Employer shall prepare for each Shop Steward a written job description as mutually agreed upon by the local union and the Employer setting forth the work functions assigned to the Shop Steward. This job description shall be countersigned by the Shop Steward, the local union, and the Employer. The checker craft shall no longer use full-time Shop Stewards and the previous duties of the full-time Shop Stewards for the checker craft shall now be performed by the Master Foreman/Part-Time Shop Stewards for the checker craft.

C. Part-Time Shop Steward. A part-time Shop Steward (PTSS), who shall be physically present at the work site and required to work in the PTSS's bargaining-unit job, is compensated on an hourly basis in accordance with the wage provisions of this Agreement. Work hours for a PTSS shall be those required by the Employer. The PTSS shall be permitted to attend to his Shop Steward duties during work hours without loss of wages or benefits.

D. Full-Time Shop Steward.

(i) A full-time Shop Steward (FTSS) shall be required to be physically present at the terminals at least eight (8) hours per day, Monday through Friday, and at such other times day or night as the FTSS's Employer shall require, including on weekends and holidays, to perform assigned duties. During these hours an FTSS has the right to travel to the union offices or other off-terminal locations to attend union or Employer meetings or to perform the FTSS's work functions delineated in subsection (d)(ii) of this section, provided the FTSS

notifies the Employer in advance of these off-terminal activities and obtains the Employer's approval.

(ii) In addition to participating in the administration of this Agreement and the resolution of all labor issues involving craft employees for whom the FTSS serves as a Shop Steward, an FTSS shall perform the work or services assigned by the FTSS's Employer, such as recording and tracking the equalization of gang hours; coordinating vacation and time-off requests; recording and maintaining all labor vacations to ensure they adhere to company guidelines; working with management to ensure all company safety policies and procedures are adhered to by labor; furthering workplace safety practices; participating as a member of the terminal's ILA/Management Safety Committee; attending all scheduled safety meetings and accident-review meetings, if requested by the Employer to do so; attending all production meetings between labor and management; participating in labor-training programs; participating in discussions relating to disciplinary actions; attending pier-level-grievance meetings at the terminal and, when requested by the local union, attending Labor Relations Committee or Contract Board meetings relating to a grievance; handling labor take outs to ensure that they meet management's requirements; and working on other issues that may arise between labor and management.

(iii) An FTSS shall not receive any preferential or privileged treatment, and in all respects shall be subject to all the terms and conditions of this Agreement, except that an FTSS shall not be required by the Employer to be a member of a gang or required to perform maintenance work, operate equipment, or perform clerking or checker work in conjunction with vessel or terminal activities.

(iv) An FTSS shall when not actually on the premises comply with the following terms and conditions:

- (A) provide the Employer with the home- and cell-phone numbers at which the FTSS can be reached at any time to handle any of the FTSS's duties; and
- (B) report to the terminal within a period of time that is reasonably practicable upon being informed of any issue that in the Employer's discretion requires the FTSS to be present at the terminal.

(v) An FTSS who engages in an unexcused failure to comply with subsections (d)(i), (d)(ii), and (d)(iii) of this section shall be penalized as follows:

- (A) first and second offense: loss of pay for the day of the infraction;
- (B) third offense: suspension for one week without pay;
- (C) fourth offense: suspension for one month without pay; and,
- (D) fifth offense: termination from any further employment as a Shop Steward under this Agreement.

(vi) An FTSS shall be compensated as follows:

- (A) Any FTSS employed before October 1, 2024, in addition to his current salary, shall be entitled to receive as a percentage increase the equivalent of all raises set forth in the USMX-ILA Master Contract for the six-year period ending September 30, 2030. The FTSS is employed in a bona fide administrative capacity performing non-manual, labor-relations work requiring the exercise of discretion and independent judgment and is thus not entitled to any additional overtime pay under this Agreement or otherwise.
- (B) An FTSS who is first employed as an FTSS after October 1, 2024, shall receive a salary to be negotiated by the Employer and the local union in an amount less than the FTSS's predecessor's salary within a range between a 5% and 25% reduction. Deadlocks shall be referred to a panel arbitrator selected in accordance with Section 6 of Article XXVIII of this Agreement for a final and binding determination of the appropriate salary within the salary ranges set forth in this subsection. The arbitrator's decision shall not be subject to judicial review. Since the FTSS is employed in a bona fide administrative capacity performing non-manual labor-relations work requiring the exercise of discretion and independent judgment, the FTSS is not entitled to any additional overtime pay under this Agreement or otherwise.
- (C) An FTSS shall be eligible for all employee benefits under this Agreement. When an FTSS, other than an FTSS for the longshore craft working at a container terminal in Section 12 (Newark and Elizabeth, New Jersey), is on holiday or vacation time-off, the FTSS shall not be replaced by any temporary shop steward, and any grievance or dispute that may arise in the FTSS's absence shall be handled by a delegate from the FTSS's local union. Effective October 1, 2024, the number of hours for contributions to the NYSA-ILA Money Purchase Pension Plan shall not exceed 5,000 hours and the number of hours for credited service for employee benefits for an FTSS under this Agreement shall be 2,080 hours per contract year, except that during the term of this Agreement, any FTSS first employed prior to October 1, 2012 shall have paid on his behalf to the NYSA-ILA Money Purchase Pension Plan contributions based upon the same amount of hours for which contributions were paid for the contract year ending September 30, 2012.

E. Master Foreman/PTSS.

- (i) The Master Foreman/PTSS is primarily involved in operational and supervisory functions at a marine terminal and engages in shop steward duties on a part-time basis. In performing these operational and supervisory functions, the Master Foreman/PTSS may

be required to oversee and supervise work in conjunction with vessel or terminal activities. The Master Foreman/PTSS shall not replace another foreman or perform another foreman's duties and responsibilities. A Master Foreman/PTSS shall be required to be physically present at the terminal at least eight (8) hours per day, Monday through Friday, and at such other times required by the Employer as set forth in subsection (e)(iii) of this section.

(ii) The Master Foreman/PTSS performs a variety of operational and supervisory functions for the Employer, including, but not limited to, overseeing and monitoring services performed by outside vendors at the marine terminal, supervising the implementation of new technology at the terminal, coordinating programs relating to the refurbishment of heavy equipment, attending all production meetings between management and labor, and participating in the development and implementation of labor training programs. In addition, the Master Foreman/PTSS is responsible for various administrative functions, including working with management to ensure all company safety policies and procedures are adhered to by labor; furthering workplace safety practices; participating as a member of the terminal's ILA/Management Safety Committee; attending all scheduled safety meetings and accident-review meetings, if requested by the Employer to do so; coordinating vacation and time-off requests to ensure they adhere to company guidelines; overseeing the equalization of overtime list/hours; handling labor take outs to ensure that they meet management's requirements; and working on other issues that may arise between labor and management. The Master Foreman/PTSS shall be available to field questions relating to the collective bargaining agreement and, if unresolved, refer grievances to the local union for processing and resolution. The Master Foreman/PTSS for the checker craft shall be the Foreman of all Chief Clerks; shall have superuser access; shall oversee all hiring procedures; shall coordinate all vacations by department to ensure all departments can work with existing manning; shall be in charge of all training for checkers; shall handle any grievances; shall attend all pier level meetings; and also shall ensure all jobs on the pier are properly manned.

(iii) A Master Foreman/PTSS shall when not actually on the premises comply with the following terms and conditions:

- (A) provide the Employer with the home- and cell-phone numbers at which the Master Foreman/PTSS can be reached at any time to handle any of the Master Foreman/PTSS's duties; and
- (B) report to the terminal within a period of time that is reasonably practicable upon being informed of any issue that in the Employer's discretion requires the Master Foreman/PTSS to be present at the terminal.

(iv) A Master Foreman/PTSS who engages in an unexcused failure to comply with subsections e(i), e(ii), and e(iii) of this section shall be subject to docking of pay and suspensions for repeated offenses.

(v) A Master Foreman/PTSS shall be compensated as follows:

- (A) In addition to his current salary, a Master Foreman/PTSS shall be entitled to receive as a percentage increase all raises set forth in the USMX-ILA Master Contract for the six-year period ending September 30, 2030. Since the Master Foreman/PTSS is employed in a bona fide executive capacity whose primary duty involves supervision at the marine terminal, who customarily and regularly directs the work of two or more other employees, and whose suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change in status of other employees are given particular weight by the Employer, the Master Foreman/PTSS is thus not entitled to any additional overtime pay under this Agreement or otherwise.
- (B) An individual who replaces a deceased, disabled, or retired Master Foreman/PTSS during the term of this Agreement shall receive a salary and contributions to the NYSA-ILA Money Purchase Pension Plan. Both the salary and the number of hours for Money Purchase Plan contributions are to be negotiated by the Employer and the local union in an amount less than the predecessor's salary within a range between a 5% and 25% reduction. Deadlocks shall be referred to a panel arbitrator selected in accordance with Section 6 of Article XXVIII of this Agreement for a final and binding determination. The arbitrator's decision shall not be subject to judicial review.
- (C) A Master Foreman/PTSS shall be eligible for all employee benefits under this Agreement. The number of hours for credited service for employee benefits under this Agreement shall be 2,080 hours per contract year, except that a Master Foreman/PTSS (except individuals who replace a deceased, disabled, or retired Master Foremen/PTSS during the term of this Agreement) shall have paid on his behalf to the NYSA-ILA Money Purchase Pension Plan contributions based upon the same amount of hours for which contributions were paid for the contract year ending September 30, 2024.

VII. EXTENDED GATE OPERATIONS

The parties agree that at the appropriate time the parties shall meet to address the implementation of earlier or later or 24-hour gate operations based on the Port's needs. There shall be no implementation of extended gate operations unless all parties mutually agree.

VIII. VACATION and HOLIDAY

The hourly rate of pay for vacation and holiday benefits from the NYSA-ILA Vacation and Holiday Fund shall be the same as the employee's working hourly rate of pay.

Employees shall receive three weeks' vacation pay upon completion of two years of credited service.

IX. POST-CONTRACT COMMITTEES

A. Drug and Alcohol Abuse Program

The parties shall form a joint NYSA-ILA committee consisting of representatives of NYSA and ILA who shall develop an updated drug and alcohol abuse program.

B. Safety Code

The NYSA-ILA Joint Safety Committee shall review and update the industry's safety code.

C. Training and Certification

The NYSA-ILA Training and Certification Committee shall address training and certification issues.

Trainers must be properly certified and the parties shall create a committee to determine the proper method to do so. Recertification of workforce must also be strictly enforced and an updated list of employees provided to each local union. The parties shall create a committee to develop a foreman training program.

X. HOLIDAY PAY FOR BULK CARGO WORKERS

All scrap or bulk cargo workers who were credited with 700 hours in the prior or current contract year shall receive all seventeen paid holidays even if their worksite is closed for the holiday.

XI. Cruise Terminal Work

1. Material Handler and Linkway/Gangway differentials will mirror Reach Stacker and/or Top Loader differentials. Any increase to Reach Stacker and/or Top Loader differentials during the lifetime of this agreement will apply to Material Handler and Linkway/Gangway differentials. If Reach Stacker and Top Loader differentials differ, the higher differential will apply. Current Reach Stacker and Top Loader differential is \$2.50 per hour.
2. The Shop Steward and Foremen positions will always be compensated at \$2.00 per hour above the highest paid rate/differential at all times. The Shop Steward and Foremen

positions will also receive the Material Handler and Linkway/Gangway differential when there is a Material Handler and or Linkway/Gangway working.

The Assistant Foreman position will be compensated at \$2.00 per hour above the highest paid rate/differentials the day before any vessel, the day of any vessel, and the day after any vessel.

If the Assistant Foreman is hired on any other days outside of the day before any vessel, the day of any vessel, and the day after any vessel and perform supervisory roles, they will be compensated with a \$2.00 per hour differential. If while hired as an assistant foreman outside of the day before any vessel, the day of any vessel, and the day after any vessel, they will additionally be compensated with the \$2.50/hr. Material Handler and or Linkway/Gangway differential.

3. All vessel operations will require a minimum of twelve (12) Linesmen. (There will be a side discussion for Bayonne to consider intermittent small vessels).
4. All Shop Steward, Foreman, and Assistant Foreman will be guaranteed all meal hours during vessel operations. For non-vessel activities which work through the meal hour, the Shop Steward, Foreman, and Assistant Foreman shall be paid the meal hour and will revert back to the prevailing rate after the meal hour.
5. All Shop Steward, Foreman, and Assistant Foreman hired as staff for the vessel will receive a minimum of one (1) hour before any vessel operation.
6. Any activity at the terminal will require a minimum staffing of the Shop Steward and all Foremen positions to be hired at all times. Any additional labor needed must be agreed upon by both management and labor.
7. Passengers opting to carry luggage will not diminish consistent labor hiring. Historical staffing based upon passenger volume cannot be reduced.
8. SANYNJ must offer alternate eligibility options to ILA members receiving inconsistent hours of work orders. SANYNJ and the ILA agree to meet and continue to review altering eligibility requirements.
9. All Longshore hired at a Cruise Terminal working vessel operations will be guaranteed a minimum of eight (8) hours of work.
10. The new technology provisions of the Master Contract will apply to cruise. "Cruise" will substitute the term "Container" in the new technology provisions of the Master Contract where applicable.
11. The Parties will agree on an effective absentee program for cruise operations.

12. Any line handler hired on a non-vessel operation(s) day will be guaranteed a minimum of (4) overtime hours, for line times of 8:00am, or 1:00pm. For the line time of 7:00am, there is a minimum guarantee of (5) overtime hours, except Saturday, Sunday, or Holidays which will receive an eight (8) hour minimum guarantee at the prevailing rate. This guarantee shall not apply to other line times.
13. Any longshoremen hired on the specific non-working holidays listed below will receive a double time wage rate until the completion of the vessel. These non-working holidays are identified as Thanksgiving, Christmas Day, and Easter Sunday.
14. EXISTING AND MORE FAVORABLE BENEFITS - An employee enjoying wages, hours, or conditions more favorable than required by this Agreement, shall continue to receive same, it being understood that this Agreement shall not be construed to diminish any existing wages or benefits.

XII. SERIOUS ACCIDENT POLICY

A port-wide serious accident policy must be implemented by the parties. Workers are prohibited from putting information of any kind on social media or publicizing the accident. Anyone who violates this rule is subject to immediate suspension and reinstatement by the Contract Board.

XIII. MAINTENANCE AND LONGSHORE YARD FOREMEN

- A. All mechanic foremen shall receive a higher wage than the highest paid worker in their jurisdiction/department. A mutually agreed upon training program for maintenance foremen shall be developed.
- B. All longshore yard foremen shall receive \$1.00 per hour more than the highest hourly wage rate.

XIV. TRANSFER OF MAINTENANCE WORK

Before transferring, selling or conveying any portion of their business to third parties, marine terminal operators and carriers must ensure that the transferee agrees to successorship status as per the USMX-ILA Master Contract.

Prior to the sale of any container and consistent with past custom and practices all repairs to that container must be completed and penalties are to be imposed for failure to do so.

XV. REEFER SHIP MANNING

All marine terminals shall have a ship manning agreement.

XVI. FACILITY MAINTENANCE

All marine terminals shall have a ship coverage agreement.-

XVII. WORKPLACE SAFETY

Reefer workplace safety standards shall be agreed upon by both the local union and the direct employer.

XVIII. HOURLY GUARANTEES FOR MAINTENANCE

All maintenance workers shall have an eight-hour guarantee when working on Saturdays, Sundays and paid holidays.

XIX. CRUISE TERMINALS

All cruise terminals shall establish a maintenance agreement.

XX. CHASSIS POOLS

Carriers and marine terminals shall promote and encourage shippers and truckers to utilize industry chassis pools.

XXI. FIT FOR WORK GUIDELINES

Before an employee returns to work after an absence due to illness, injury, extended leave or suspension, the employee must notify the Return to Work Administrator.

XXII. PROBATIONARY EMPLOYEE

If the MTO and the local union agree that a probationary employee is to be terminated, the agreement must be referred to the Contract Board for action.

XXIII. EMPLOYEE HIRING POST VACATION

An employee who returns from vacation may make himself or herself available for the Saturday and the Sunday following the weekdays on vacation as agreed to by each MTO.

XXIV. HOURS

Any partial hours worked shall be paid in full, not half-hour increments (excluding other guarantees).

XXV. STAFF POSITIONS

All 40-hour salaried positions shall be paid 40 hours per week, 52 weeks per year, regardless of whether vacation and holiday pay is received from the NYSA-ILA Vacation and Holiday Fund.

XXVI. AIR CONDITIONED EQUIPMENT

The MTO's represent that all new equipment shall be fitted with air conditioners and that all existing equipment shall be retrofitted with air conditioners.

XXVII. OFFSHORE WIND OPERATIONS

The parties shall negotiate an agreement to cover offshore wind operations based on the provisions of the Project Labor Standard.

XXVIII. EXISTING NYSA-ILA AGREEMENTS

All the terms and conditions of the existing 2018-2024 NYSA-ILA CBA as amended by the September 25, 2018, Memorandum of Settlement of Local Conditions in the Port of New York and New Jersey, as well as all decisions and determinations of the various NYSA-ILA Committees and Boards, including the NYSA-ILA Labor Relations Committee and the NYSA-ILA Contract Board, shall remain in full force and effect during the entire term of this Agreement from October 1, 2024 to and including September 30, 2030, except as modified by the terms of this Memorandum of Settlement. This Memorandum of Settlement, when ratified by the parties, settles all issues between the parties relating to all crafts and shall go into full force and effect on October 1, 2024, except as otherwise provided in this Memorandum of Settlement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Settlement on the day and year first above written.

**SHIPPING ASSOCIATION OF NEW YORK
AND NEW JERSEY**

**INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION**

By: _____
John J. Nardi, President

By: _____
Harold J. Daggett, President