

A G R E E M E N T

Between

United States Maritime Alliance, Ltd. (USMX)

and the

International Longshoremen's Association, AFL-CIO

ILA Local 1426 (M&R)

ILA Local 1422-A

ILA Local 2046

ILA Local 1408 (M&R)

ILA Local 1402 (M&R)

and the

**Local Maintenance & Repair Employers
(Subcontractors/Vendors)**



October 1, 2018 thru September 30, 2024

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Exhibit 1 – April 24, 2014 USMX-ILA Agreement
Exhibit 2 – March 3, 2003 Memorandum of Understanding
Exhibit 3 – 2001 Hiring Procedures, Job Assignments and Training Procedures
Exhibit 4 – Savannah and Charleston Dress Codes
Exhibit 5 – Chassis/Dry Box Mechanics Tool List and Tool List for Reefer Mechanics
Exhibit 6 – Policy Against Harassment, Discrimination and Retaliation
Exhibit 7 – Attendance Programs for Savannah, Charleston and Jacksonville
Exhibit 8 – Charleston Refrigeration Training Program
Exhibit 9 – The August 2013 MOU between Local 2046 and the Employers In Savannah Addressing Seniority
Exhibit 10 – October 1, 2013 Reefer Overtime Procedure for Savannah

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**AGREEMENT BETWEEN
UNITED STATES MARITIME ALLIANCE, LTD.**

AND THE

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

MAINTENANCE AND REPAIR

THIS AGREEMENT, made and entered into this 25th day of September, 2018, to be effective commencing October 1, 2018 by and between United States Maritime Alliance, Ltd. (hereinafter called "USMX") on behalf of the undersigned employers (herein collectively called "the Employers") and the South Atlantic & Gulf Coast District, International Longshoremen's Association, AFL-CIO (hereinafter called the "ILA" or the "Union") on behalf of each of its local unions representing maintenance workers (referred to as the "Locals") covering the Union's bargaining status on wages, hours and other terms and conditions of employment of employees performing maintenance work (a/k/a "mechanics") for the Employers in the Ports from Wilmington, North Carolina to Tampa, Florida, exclusive of Miami, as well as such other Ports as may be added hereto by amendatory addenda.

PREAMBLE

WHEREAS, USMX, the Employers and the Union seek to establish a harmonious relationship whereby the Employers can operate efficiently and profitably under competitive conditions and at the same time provide their employees with proper and equitable wages and benefits and safe and decent conditions of work; and

WHEREAS, the Employers pledge to deal with their employees and with the Union and its Locals as their representatives honestly, fairly and humanely, consistent with sound business principles; and

WHEREAS, the Employees in turn pledge to perform their duties diligently and competently; and

WHEREAS, the Employers and the Union reaffirm their respective policies and practices of nondiscrimination with regard to race, creed, color, sex, age or national origin, including but not limited to: recruiting and advertising for employment; hiring; placement; promotion; transfer, training or selection for training; compensation benefits; social functions and recreations sponsored by the Union or Employers.

NOW, THEREFORE, in consideration of the above promises, the Employers and the Union agree as follows:

**ARTICLE I
UNION RECOGNITION AND CHECK-OFF**

Section 1. The Employers (continue to) recognize and acknowledge the Union as the continuing exclusive bargaining representative of all employees engaged in the maintenance and repair of equipment, including containers serviced and repaired by the employers and of the Employers' equipment, whether owned, leased or otherwise used and work related thereto, subject to existing practices, if any, respecting repair of equipment principally used outside the Employers' premises.

Section 2. The Employers agree to deduct from the wages of each employee who so authorizes it, by a written assignment or authorization complying with the provisions of section 302(c)(4) of the Labor-Management Relations Act of 1947, as amended, all Union and Locals' dues and initiation fees in such amounts as are, or from time to time may be, established under the Union's and local unions' Constitution and By-Laws. The Union's and its Locals' notifications to the Employers of the amounts so due shall be conclusive, and the Employers may rely thereon in meeting its obligations under this provision. Monies so deducted will be paid to the Union and/or its Local as promptly as possible in accordance with procedures to be mutually agreed upon by the parties. The Union hereby certifies to the Employer that, upon the effective date of this Agreement, the amount of Union and its locals' membership dues will be set forth in a writing to USMX for dissemination to each signatory Employer.

Section 3. Upon receipt of (a) written assignment(s) authorization(s) in the form prescribed above, the Employers further agree to deduct from the wages of each employee deductions representing the portion(s) of the Union, including Local membership dues of such employee owing and allocated by him to the Local and the International Unions. All monies so deducted shall be paid directly to the Local and International Unions by the 20th day of the following month in accordance with procedures to be mutually agreed upon by the parties. The Union agrees to hold all Employers harmless and to indemnify them from any and all claims which may arise hereunder. It is agreed that the forwarding of Union dues that are checked-off will be handled on a local basis with the provision that all ILA locals in that port handle it in the same fashion.

Section 4. Upon receipt of a written authorization for uniform COPE deductions, the Employers agree to deduct from the wages of each employee submitting same, the amount authorized by such authorization. All monies so deducted shall be paid directly to ILA COPE, c/o International Office in North Bergen, NJ.

**ARTICLE II
HIRING PROCEDURES**

WHEREAS, USMX, the Employers and the ILA agree that the industry must protect their competitive position against non-ILA maintenance and repair employers. Accordingly, the ILA, USMX and the Employers agree that all parties to this Agreement will work together to protect and improve the production standards that the employers are currently achieving in order

to protect each Employer's business to enable each Employer to continue employing ILA mechanics.

Productivity and quality are the standards that evaluate a mechanic's capability.¹

Existing port hiring practices and hiring halls in each Port shall be continued and employees shall continue to be hired in the same manner as existing on the effective date of this Agreement. A committee in each Port shall meet for the purpose of agreeing on port hiring practices now in effect. It is understood that seniority is a local issue and all disputes will be handled on a local basis. In addition, existing port practices regarding seniority will be reduced to writing and modified in accordance with the International Constitution, Article XXII, Section 18.

1. The Employer shall retain the right to reject any employee referred to it through any union hiring hall who does not meet the mutually agreed upon requirements set forth in this Agreement and written agreements respecting seniority.

2. When an insufficient number of men are available under the hiring procedures set forth above to perform the work in a satisfactory manner, the Employer, within forty-eight (48) hours of its initial request, may employ such other men as are available; provided, however, that the dispatcher and the Local Union shall be advised of the identities of such persons as soon as they are hired. Mechanics so employed may continue to work until the end of the day's work for which they were employed, after which the regular hiring procedure will be followed.

3. Each Employer and dispatcher shall post, in all places where notices to all employees and applicants are customarily posted, a notice containing all the provisions relating to the functioning of the hiring procedure which will be followed.

4. All disputes regarding seniority, functioning of the hiring procedure, and all other provisions of the ARTICLE shall be subject to the grievance and arbitration provisions of this Agreement as set forth at ARTICLE XIII.

5. Employees shall be required to perform tasks or jobs within their job classifications and ancillary functions related to the Employer's operations in and about the port, provided that same are not unreasonable, illegal or against public policy. All work orders shall be transmitted by each Employer to the employees through a header or (working) foreman covered hereunder, in accordance with the established port practices and unit work shall not be performed by non-unit persons.

6. Mechanics who have achieved seniority with another Employer and who have been laid-off or terminated other than for just cause shall be considered bona fide mechanics and qualified for employment in their trade with any other Employer under the Seniority Agreement, provided however that the Employer retains its right to reject any employee who it finds to be unqualified to perform the work for which he has been hired. Before an employee is disqualified

¹ An agreement between USMX and the ILA dated April 24, 2014 which sets forth the agreement included in this paragraph is attached hereto as Exhibit 1.

full consideration will be made for job reassignment, training or reasonable accommodation to keep the individual employed.

7. Where an Employer wishes to lay-off employees on its permanent list it shall give a minimum of forty-eight hours notice thereof to the Local and to the employee prior to such lay-off.

8. When a bona fide mechanic (one who has been trained and certified in the local training program) is referred to the Employer based on his Port Wide seniority there will be no probationary period. If a mechanic is not certified when he is referred to the Employer the 90-day probationary period will apply. If a mechanic is referred back to the Hall/Union bench during his probationary period he cannot be referred to any other Employer until after he is certified in the local training and certification program.

9. Both the Union and Management commit to expanding training in all ports covered by this Agreement.

10. It is agreed that a temporary replacement foreman will be appointed as outlined in the Memo of Understanding of 2003, dated March 3, 2003. A copy of the MOU is attached as Exhibit 2.

11. Bumping Rights: A senior qualified reefer mechanic, as defined in Item #1 in the Hiring Procedures, Job Assignments and Training Procedures for Refrigeration Department for Savannah, shall have bumping rights to the job First: of the lowest trainee: Second the lowest qualified reefer mechanic: if he is laid-off due to no fault of his own. A copy of the Hiring Procedures, Job Assignments and Training Procedures for Refrigeration Department for Savannah is attached as Exhibit 3.

ARTICLE III SENIORITY

Wilmington ILA Local 1426 M&R Seniority

Section 1. Seniority shall prevail to the fullest extent possible. Seniority is herein defined as: tenure of employment as a mechanic in the longshore industry, exclusively. It will govern the implementation of layoffs and assignments to newly created jobs both within and without the classifications set forth at ARTICLE I above or otherwise falling within the coverage of this Agreement.

- a) Existing port hiring practices and hiring halls in each Port shall be continued and employees shall continue to be hired in the same manner as existing on the effective date of this Agreement. A committee in each Port shall meet for the purpose of agreeing on port hiring practices now in effect. Existing port practices regarding seniority will be reduced to writing and modified in accordance with the International Constitution, Article XXII, Section 18.

- b) When a mechanic resigns to accept an open position and the employer accepts the mechanic as qualified, the mechanics port wide seniority will be integrated into the existing port wide seniority at the company.
- c) When an employer needs to transfer/reposition, train or when better work opportunities are available to employees within a company, senior mechanics must be given first consideration; provided that they are qualified and to do so would not cause any hardship to the employer's operation.

Section 2. Whenever job vacancies occur in categories covered by this Agreement, the covered employees will be given first consideration for same in accordance with the order of their port wide seniority list with the concurrence of the Local Union. It is understood that promotions to higher classifications will be consonant with an employee's competent ability to perform the required duties thereof. Should a dispute arise between representatives of the parties hereto over the competency of any employee under consideration for promotion, the issue will come before a committee of representatives of the parties. If they are unable to agree, then the grievance procedure hereinafter set forth may be invoked by either local party in order to resolve the issue.

It is agreed that when a mechanic loses his job through no fault of his own, he will bump the least senior mechanic in the port and his port wide seniority will be integrated into the existing seniority list at the company. It is further agreed that if a mechanic is on the bench through no fault of his own and applies for an open mechanics position and the employer accepts the mechanic as qualified, his port wide seniority will be integrated into the existing seniority list at the company. In either of these cases it is agreed that this mechanic cannot replace a current foreman.

If a mechanic is on the bench because he was terminated for disciplinary actions or he quit an employer and applies for an open mechanics position and the employer accepts the mechanic as qualified, his port wide seniority will be integrated into the existing seniority list at that company.

Section 3. The work assignments shall be at the discretion of the Employer. Full consideration will be given at all times to senior employees capable of performing available work during periods when there is insufficient work opportunity to keep all of the men on an Employer's seniority list employed a minimum of forty hours each week.

Section 4. Regularly scheduled or unscheduled overtime shall be offered to employees qualified to perform the work to be assigned in the order of their port wide seniority; provided however, that such employees shall not have been allocated overtime earlier that week so as to preclude other employees coming under this Agreement from an opportunity to obtain work at overtime rates.

Overtime will be assigned on the basis of the location of the mechanics and the location of the overtime work.

Section 5. An employee will lose his port-wide seniority under any one or more of the following conditions:

- a) When a mechanic retires.
- b) When a mechanic has not worked (for an Employer) for one continuous year without obtaining a leave of absence with the concurrence of the Employer and the Local Union and was elsewhere not employed in the industry during that period.

Working foremen, as covered employees, shall be selected in accordance with their port wide seniority if qualified to perform such work. When any operation involves three (3) or more mechanics, one mechanic will be designated as a working foreman and will receive the differential of \$1.00 over his basic hourly rate of pay.

Section 6. In the event the unemployment was caused by an occupational accident or illness, the employee will retain their port-wide seniority upon release to return to work by a doctor with the concurrence of the employer and the local union.

Section 7. With respect to a disabled mechanic who has retired and who is permitted to return to active service, the parties agree that after 2 years of retirement the mechanic cannot bump and has no port-wide seniority and is placed on the bottom of the port-wide seniority list once the mechanics returns to active service.

Section 8. Individuals released from workers compensation to return to work will maintain their port-wide seniority with that employer.

Section 9. The International Longshoremen's Association Constitution Article XIII, Section 18 states:

"Every local union shall have a seniority system requiring a minimum of 700 work hours or credited hours to establish a year of service. Such seniority system based on years of service shall be used to determine priority of employment for hiring purposes. If available work in a local union's geographic jurisdiction is insufficient to make a 700-hour seniority system feasible, then the local union shall reduce the hourly requirement in proportion to the total number of manhours of available work".

Therefore, an addendum will be made to the existing ILA 1426 past port practice to conform to the *International Longshoremen's Association Constitution Article XXIII, Section 18*. The addendum is as follows:

1. For new hires on the bench, who have not completed 90 days of continuous employment on an employer's payroll; refusal of available work or not being available when called for dispatch will be considered in violation and will be governed as follows:

- a. (12) violations within a (6) month period without proof of a reasonable excuse will result in disqualification for dispatch and loss of port-wide seniority.
 - b. An individual who has been disqualified may be re-considered for dispatch once the list of mechanics on the bench has been exhausted.
 - c. Upon the individuals return his new seniority date will be established on the date of return to employment. At such time a new 90 day probationary period according to the above procedures will begin.
2. All disputes with dispatching procedures will be reviewed and resolved by the ILA Local 1426 Hiring Hall Executive Board.

Wilmington ILA Local 1426 Hiring Hall Procedures for Maintenance & Repair

1. Worker entering the M&R Industry for the first time will be giving an entry date after (90) consecutive days of employment with an M&R employer. **This is not to be confused with Deep-Sea Seniority.** When more than one worker enters the industry on the same date they will draw numbers to determine who was 1st, 2nd and so forth.
2. All workers who work 700 hours or more in the same contract year, October 1, through September 30, each year will be assigned a port-wide seniority number in the order of their entry date.
3. If more than one worker enters the industry on the same date they will be assigned a seniority number, once they work 700 or more hours, in the order in which they drew numbers on their entry date.
4. If the worker does not work 700 or more hours in any particular year and a worker with a lesser entry date does work 700 or more, in a particular year, then the worker who works the 700 or more first will be given a seniority number first.
5. All workers who have not yet been assigned a seniority number will be dispatched out of the hiring hall according to their hours worked. The worker with the most hours worked will be dispatched first and so forth. If there is a tie with hours worked, then the entry date will be used to determine who has preference to the available jobs.
6. The pension office hours, on a quarterly basis will be given to the Local to determine the hours worked.
7. Anyone interfering with the Business Agent in performing his duties will be disciplined according to the seniority plan.
8. You must be present at the hiring hall to be eligible for available jobs.

9. It is everyone's responsibility to check the work orders to determine the available job orders.
10. When no qualified persons are in the Hall, then the Business Agent may dispatch by seniority from the Deep-Sea Seniority.
11. Once you establish Port-Wide Seniority by working your required 700 hours you must work a minimum of 700 hours in a contract year to maintain your Port-Wide status.
12. Failure to work a minimum of 700 hours in a contract year will cause you to lose your Port-Wide Seniority status and you will therefore be placed back in Casual status.
13. Once you are placed back in a Casual status and thereafter work 700 hours you will be assigned another Port-Wide Seniority number behind the other Port-Wide Seniorities.
14. Port-Wide Seniority may be maintained if the M&R Committee determines that you were unable to make 700 hours due to a disability through no fault of your own such as lay-off, workers compensation or medical status.

Charleston - ILA Local 1422-A M&R Seniority

Section 1. Seniority shall prevail to the fullest extent possible. Seniority is herein defined as: tenure of employment as a mechanic in the longshore industry, exclusively. It will govern the implementation of layoffs and assignments to newly created jobs both within and without the classifications set forth at ARTICLE I above or otherwise falling within the coverage of this Agreement.

- a) Existing port hiring practices and hiring halls in each Port shall be continued and employees shall continue to be hired in the same manner as existing on the effective date of this Agreement. A committee in each Port shall meet for the purpose of agreeing on port hiring practices now in effect. Existing port practices regarding seniority will be reduced to writing and modified in accordance with the International Constitution, Article XXII, Section 18.
- b) When a mechanic resigns to accept an open position and the employer accepts the mechanic as qualified, the mechanics port wide seniority will be integrated into the existing port wide seniority at the company.
- c) When an employer needs to transfer/reposition, train or when better work opportunities are available to employees within a company, senior mechanics must be given first consideration; provided that they are qualified and to do so

would not cause any hardship to the employer's operation.

Section 2. Whenever job vacancies occur in categories covered by this Agreement, the covered employees will be given first consideration for same in accordance with the order of their port wide seniority list with the concurrence of the Local Union. It is understood that promotions to higher classifications will be consonant with an employee's competent ability to perform the required duties thereof. Should a dispute arise between representatives of the parties hereto over the competency of any employee under consideration for promotion, the issue will come before a committee of representatives of the parties. If they are unable to agree, then the grievance procedure hereinafter set forth may be invoked by either local party in order to resolve the issue.

It is agreed that when a mechanic loses his job through no fault of his own, he will bump the least senior mechanic in the port and his port wide seniority will be integrated into the existing seniority list at the company. It is further agreed that if a mechanic is on the bench through no fault of his own and applies for an open mechanics position and the employer accepts the mechanic as qualified, his port wide seniority will be integrated into the existing seniority list at the company. In either of these cases it is agreed that this mechanic cannot replace a current foreman.

If a mechanic is on the bench because he was terminated for disciplinary actions or he quit an employer and applies for an open mechanics position and the employer accepts the mechanic as qualified, his port wide seniority will be integrated into the existing seniority list at that company.

Section 3. The work assignments shall be at the discretion of the Employer. Full consideration will be given at all times to senior employees capable of performing available work during periods when there is insufficient work opportunity to keep all of the men on an Employer's seniority list employed a minimum of forty hours each week.

Section 4. Regularly scheduled or unscheduled overtime shall be offered to employees qualified to perform the work to be assigned in the order of their port wide seniority; provided however, that such employees shall not have been allocated overtime earlier that week so as to preclude other employees coming under this Agreement from an opportunity to obtain work at overtime rates.

Overtime will be assigned on the basis of the location of the mechanics and the location of the overtime work.

Section 5. An employee will lose his port-wide seniority under any one or more of the following conditions:

- (a) When a mechanic retires.
- (b) When a mechanic has not worked (for an Employer) for two continuous years without obtaining a leave of absence with the concurrence of the Employer and

the Local Union and was elsewhere not employed in the industry during that period.

Working foremen, as covered employees, shall be selected in accordance with their port wide seniority if qualified to perform such work. When any operation involves three (3) or more mechanics, one mechanic will be designated as a working foreman and will receive the differential of \$1.00 over his basic hourly rate of pay.

Section 6. In the event the unemployment was caused by an occupational accident or illness, the employee will retain their port-wide seniority upon release to return to work by a doctor with the concurrence of the employer and the local union.

Section 7. With respect to a disabled mechanic who has retired and who is permitted to return to active service, the parties agree that after 2 years of retirement the mechanic cannot bump and has no port-wide seniority and is placed on the bottom of the port-wide seniority list once the mechanics to active service.

Section 8. Individuals released from workers compensation to return to work will maintain their port-wide seniority with that employer.

Section 9. The International Longshoremen's Association Constitution Article XXIII, Section 18 states:

"Every local union shall have a seniority system requiring a minimum of 700 work hours or credited hours to establish a year of service. Such seniority system based on years of service shall be used to determine priority of employment for hiring purposes. If available work in a local union's geographic jurisdiction is insufficient to make a 700-hour seniority system feasible, then the local union shall reduce the hourly requirement in proportion to the total number of manhours of available work".

Therefore, an addendum will be made to the existing ILA 1422-A past port practice to conform to the *International Longshoremen's Association Constitution Article XXIII, Section 18*. The addendum is as follows:

1. For new hires into the industry, who have not completed 90 days of continuous employment on an employer's payroll; refusal of available work or not being available when called for dispatch will be considered a violation and will be governed as follows:
 - a. (12) violations within a (6) month period without proof of a reasonable excuse will result in disqualification for dispatch and loss of port-wide seniority.
 - b. An individual who has been disqualified may be re-considered for

dispatch once the list of mechanics on the bench has been exhausted.

- c. Upon the individuals return his new seniority date will be established on the date of return to employment. At such time a new 90 day probationary period according to the above procedures will begin.
2. All disputes with dispatching procedures will be reviewed and resolved by the ILA 1422-A Hiring Hall Executive Board.

Savannah – ILA Local 2046 M&R Seniority

Section 1. Seniority shall prevail to the fullest extent possible. Seniority is herein defined as tenure of employment as a mechanic in the longshore industry, exclusively. It will govern the implementation of layoffs and assignments to newly created jobs both within and without the classifications set forth at ARTICLE I above or otherwise falling within the coverage of this Agreement. Seniority status shall attach to employees who have, or shall have completed three (3) months continuous employment (with an Employer on its payrolls).

Section 2. Whenever job vacancies occur in categories covered by this Agreement, the covered employees will be given first consideration for same in accordance with the order of their port wide seniority list with the concurrence of the Local Union. It is understood that promotions to higher classifications will be consonant with an employee's competent ability to perform the required duties thereof. Should a dispute arise between representatives of the parties hereto over the competency of any employee under consideration for promotion, the issue will come before a committee of representatives of the parties. If they are unable to agree, then the grievance procedure hereinafter set forth may be invoked by either local party in order to resolve the issue.

It is agreed that when a mechanic loses his job through no fault of his own, he will bump the least senior mechanic in the port and his port wide seniority will be integrated into the existing seniority list at the company. It is further agreed that if a mechanic is on the bench through no fault of his own and applies for an open mechanics position and the Employer accepts the mechanic as qualified, his port wide seniority will be integrated into the existing seniority list at the company. In either of these cases it is agreed that this mechanic cannot replace a current foreman.

Section 3. The work assignments shall be at the discretion of the Employer. Full consideration will be given at all times to senior employees capable of performing available work during periods when there is insufficient work opportunity to keep all of the men on an Employer's seniority list employed a minimum of forty hours each week.

Section 4. Regularly scheduled or unscheduled overtime shall be offered to employees qualified to perform the work to be assigned in the order of their port wide seniority; provided, however, that such employees shall not have been allocated overtime earlier that week so as to preclude other employees coming under this Agreement from an opportunity to obtain work at overtime rates.

Overtime will be assigned on the basis of the location of the mechanics and the location of the overtime work.

Section 5. An employee will lose his seniority when he retires.

Working foremen, as covered employees, shall be selected in accordance with their port wide seniority if qualified to perform such work. When any operation involves three (3) or more mechanics, one mechanic will be designated as a working foreman and will receive the differential of \$1.00 over his basis hourly rate of pay.

Section 6.

- (1) All new workers never having worked any hours through our Local will draw a number to determine who gets preference to available jobs.
- (2) Once you enter the industry you will be given an entry date.
- (3) All workers who work 700 or more hours in the same contract year, October 1 through September 30 each year, will be assigned a seniority number in the order of their entry date.
- (4) If more than one worker enters the industry on the same date they will be assigned a seniority number, once they work 700 or more hours, in the order in which they drew numbers on their entry date.
- (5) If workers do not work 700 or more hours in any particular year and a worker with a lesser entry date does work 700 or more hours in a particular year, then the worker who works the 700 or more hours first will be given a seniority number first.
- (6) All workers who have not yet been assigned a seniority number will be sent out of the hiring hall according to their hours worked. The worker with the most hours worked will be sent out first and so forth. If there is a tie with hours, then the entry date will be used to determine who has preference to the available jobs.
- (7) Every worker is required to report his worked hours on payday each week at the union hall according to his pay stub.
- (8) All permanent and temporary jobs will be assigned at 7:45 a.m. sharp. If you are running late you must contact the union hall before 7:45 a.m. Constant tardiness will be addressed by the Executive Board and determinations made if necessary on an individual basis.

Jacksonville – ILA Local 1408 M&R Seniority

- (9) The President or whomever is appointed in charge of assigning or dispatching available jobs will be in total charge of the hiring hall. Everyone in the hiring hall should give them their full cooperation while performing their duties. Anyone interfering with them performing their duties will be brought before the Executive Board and/or membership for disciplinary action.
- (10) Anyone at the hiring hall when a call out is received for a day job may take the job.
- (11) No daily job call outs will be taken after 9:00 a.m.
- (12) It is the responsibility of every member and casual worker to call the recorder for all available jobs.
- (13) If a member or casual worker has not worked and paid at least eighty dollars (\$80.00) check-off, to the local each year, then it is the member or casual worker's responsibility to pay this amount no later than March 31st, of the following year, to retain seniority and referral status with I.L.A. Local 2046. If this amount is not paid by this date each year, the member or casual worker will be automatically dropped and removed from the seniority and referral list without further notice.
- (14) Any worker who turns down available work will be penalized for a period of 30 days for refusing available work starting from the lowest senior worker and going upward on the seniority list. All workers must sign in each morning.
- (15) Once you establish Port Wide Seniority by working your required 700 hours you must work a minimum of 700 hours each Contract Year to maintain your Port Wide Seniority Status. Failure to work a minimum of 700 hours in a Contract Year will cause you to lose your Port Wide Seniority Status and you will therefore be placed back in a Casual Status. Once you are placed back in a Casual Status and thereafter work 700 hours you will be assigned another Port Wide Seniority Number behind all other Port Wide Seniorities. Port Wide Seniority may be maintained if 700 hours aren't worked due to a disability which is no fault of your own.

Section 1. Seniority shall prevail to the fullest extent possible. Seniority is herein defined as: tenure of employment as a mechanic in the longshore industry, exclusively. It will govern the implementation of layoffs and assignments to newly created jobs both within and without the classifications set forth at ARTICLE I above or otherwise falling within the coverage of this Agreement.

- 1. Existing port hiring practices and hiring halls in each Port shall be continued and employees shall continue to be hired in the same manner as existing on the effective date of this Agreement. A committee in each Port shall meet for the purpose of agreeing on port hiring practices now in effect. It understood that seniority is a local issue and all disputes will be handled on a local basis. In addition, existing port practices regarding seniority will be reduced to writing and modified in accordance with the International Constitution, Article XXIII, Section 18.
- 2. A mechanic establishes port-wide seniority upon completing the first full 8 hours of employment.
- 3. Individual seeking work off the bench will be offered employment based on their port-wide seniority offering the work to highest seniority mechanic thru descending order.
- 4. When a mechanic resigns to accept an open position and the employer accepts the mechanic as qualified, the mechanics port wide seniority will be integrated into the existing port wide seniority at the company.
- 5. When an employer needs to transfer/reposition, train or when better work opportunities are available to employees within a company, senior mechanics will be given first consideration; provided that they are qualified and to do so would not cause any hardship to the employer's operation.

Section 2. Whenever job vacancies occur in categories covered by this Agreement, the covered employees will be given first consideration for same in accordance with the order of their port wide seniority list with the concurrence of the Local Union. It is understood that promotions to higher classifications will be consonant with an employee's competent ability to perform the required duties thereof. Should a dispute arise between representatives of the parties hereto over the competency of any employee under consideration for promotion, the issue will come before a committee of representatives of the parties. If they are unable to agree, then the grievance procedure hereinafter set forth may be invoked by either local party in order to resolve the issue.

It is agreed that when a mechanic loses his job through no fault of his own, he will bump the least senior mechanic within his classification in the port and his port wide seniority will be integrated into the existing seniority list at the company. It is further agreed that if a mechanic is

on the bench through no fault of his own and applies for an open mechanics position and the employer accepts the mechanic as qualified, his port wide seniority will be integrated into the existing seniority list at the company. In either of these cases it is agreed that this mechanic cannot replace a current foreman; but by Port-wide seniority.

If a mechanic is on the bench because he was terminated for disciplinary actions or he quit an employer and applies for an open mechanics position and the employer accepts the mechanic as qualified, his port wide seniority will be integrated into the existing seniority list at that company.

Section 3. The work assignments shall be at the discretion of the Employer. Full consideration will be given at all times to senior employees capable of performing available work during periods when there is insufficient work opportunity to keep all of the men on an Employer's seniority list employed a minimum of forty hours each week.

Section 4. Regularly scheduled or unscheduled overtime shall be offered to employees qualified to perform the work to be assigned in the order of their port wide seniority; provided however, that such employees shall not have been allocated overtime earlier that week so as to preclude other employees coming under this Agreement from an opportunity to obtain work at overtime rates.

Overtime will be assigned on the basis of the location of the mechanics and the location of the overtime work. If no mechanic post for an overtime job then the jobs will be offered to the list of available mechanics on the bench and if no mechanic post for an overtime job then the draft will occur from the company assigned mechanics starting with the junior-most mechanic until the jobs are filled. In either case, overtime assignment will count as an allocation overtime for the week.

Section 5. An employee will lose his port-wide seniority under any one or more of the following conditions:

- a. When a mechanic retires.
- b. When a mechanic has not worked (for an Employer) for two continuous years without obtaining a leave of absence with the concurrence of the Employer and the Local Union and was elsewhere not employed in the industry during that period.

Working foremen, as covered employees, shall be selected in accordance with their port wide seniority if qualified to perform such work. When any operation involves three (3) or more mechanics, one mechanic will be designated as a working foreman and will receive the differential of \$1.00 over his basic hourly rate of pay.

Section 6. In the event the unemployment was caused by an occupational accident or illness, the employee will retain their port-wide seniority upon release to return to work by a

doctor with the concurrence of the employer and the local union.

Section 7. With respect to a disabled mechanic who has retired and who is permitted to return to active service, the parties agree that after 2 years of retirement the mechanic cannot bump and has no port-wide seniority and is placed on the bottom of the port-wide seniority list once the mechanics returns to active service.

Section 8. Individuals released from workers compensation to return to work will maintain their port-wide seniority with that employer.

Section 9. The International Longshoremen's Association Constitution Article XXIII, Section 18 states:

"Every local union shall have a seniority system requiring a minimum of 700 work hours or credited hours to establish a year of service. Such seniority system based on years of service shall be used to determine priority of employment for hiring purposes. If available work in a local union's geographic jurisdiction is insufficient to make a 700-hour seniority system feasible, then the local union shall reduce the hourly requirement in proportion to the total number of man-hours of available work".

Therefore, an addendum will be made to the existing ILA 1408 past port practice to conform to the *International Longshoremen's Association Constitution Article XXIII, Section 18*. The addendum is as follows:

1. For new hires into the industry, who have not completed 90 days of continuous employment on an employer's payroll; refusal of available work or not being available when called for dispatch will be considered a violation and will be governed as follows:
 - a) A Mechanic who refuses available work will be placed on the back of the list of Mechanics on the bench and loses bump rights for that day.
 - b) An individual who has been disqualified may be re-considered for dispatch once the list of mechanics on the bench has been exhausted.
 - c) Ten (10) violations within a twelve (12) month period without proof of a reasonable excuse will result in disqualification for dispatch and loss of port-wide seniority.
 - d) Upon the individuals return his new seniority date will be established on the date of return to employment. At such time a new 90 day probationary period according to the above procedures will begin.

2. All disputes with dispatching procedures will be reviewed and resolved by the ILA 1408 Hiring Hall Executive Board.

**Tampa – ILA Local 1402
Port of Tampa
M& R Seniority Plan**

This seniority plan, effective as of May ____, 2018, shall apply only to the maintenance craft and shall not affect the Tampa Seniority Plan, which was effective as of June 27, 1969 and applies to the longshore craft.

Section 1. As of the effective date of this seniority plan, all individuals qualified to work in the maintenance craft shall maintain their current seniority as defined in the longshore seniority plan and shall also have corresponding seniority in the maintenance craft. For an individual entering the industry, after he or she has worked 700 hours in the maintenance craft in the contract year, he or she shall be assigned a port-wide seniority number. Thereafter, all individuals must work at least 700 hours per contract year in the maintenance craft to earn an additional year of credited service under the maintenance seniority plan. Work hours in the maintenance craft cannot be used to achieve credited service in the longshore craft and vice versa.

Section 2. The hours recorded by the pension fund office shall be used to determine the hours an individual has worked.

Section 3. Existing port hiring practices and the hiring hall shall be continued and employees shall continue to be hired in the same manner as they were being hired on the effective date of this seniority plan.

Section 4. When a mechanic accepts an open position and the employer accepts the mechanic as qualified, the mechanic's port-wide seniority will be integrated into the existing seniority list at the company.

Section 5. When an employer needs to transfer/reposition, train, or when better work opportunities are available to employees within a company, mechanics must be given consideration based on seniority, provided they are qualified and to do so would not cause any hardship to the employer's operation.

Section 6. Whenever job vacancies occur in categories covered by this seniority plan, the covered employees will be given first consideration for the positions according to the port-wide seniority list with the concurrence of Local 1402. It is understood that promotions to higher classifications will be consonant with an employee's competent ability to perform the required duties of those positions. Should a dispute arise between representatives of the parties to this seniority plan over the competency of any employee under consideration for promotion, the issue will come before a committee of representatives of the parties. The committee shall consist of two (2) union-appointed representatives and two (2) employer-appointed

representatives. If the committee is unable to agree on an employee's competency, either party may invoke the grievance procedure set forth in the Maintenance and Repair Agreement Between United States Maritime Alliance, Ltd. and ILA Local 1426, ILA Local 1422-A, ILA Local 2046, ILA Local 1408, and ILA Local 1402.

Section 7. When a mechanic loses his or her job through no fault of his own, he or she will bump the least senior mechanic in the port and his or her port-wide seniority will be integrated into the existing seniority list at the company. If a mechanic is on the bench through no fault of his own and applies for an open mechanic position and the employer accepts the mechanic as qualified, his or her port-wide seniority will be integrated into the existing seniority list at the company. In either of these cases, the mechanic cannot replace a current foreman.

Section 8. If a mechanic is on the bench because he or she was terminated due to disciplinary action or because he or she quit an employer and the mechanic applies for an open mechanic position and the employer accepts the mechanic as qualified, his or her port-wide seniority will be integrated into the existing seniority list at that company.

Section 9. The work assignments shall be at the discretion of the employer. Full consideration will be given at all times to senior employees capable of performing available work during periods when there is insufficient work to keep all of the individuals on an employer's seniority list employed for a minimum of forty hours each week.

Section 10. Regularly scheduled or unscheduled overtime shall be offered to employees qualified to perform the work in the order of their port-wide seniority, provided however, that such employees have not been allocated overtime earlier that week, which would prevent other employees covered by this seniority plan from obtaining work at overtime rates.

Section 11. Overtime will be assigned on the basis of the location of the mechanics and the location of the overtime work.

Section 12. An employee may lose her port-wide seniority under any one or more of the following circumstances:

- (a) When he or she quits, resigns, or is discharged for cause.
- (b) When he or she retires.
- (c) When he or she is on layoff status and fails to report for work within five calendar days after recall by the employer by registered mail or electronic mail, provided that proof is shown to Local 1402 that the employee received such notice within sufficient time to report back to work or that the employee refused to accept such notice.
- (d) When he or she has not worked for one continuous year without obtaining a leave of absence with the concurrence of the employer and Local 1402 and was not employed elsewhere in the industry during that period. If an employee's

unemployment is caused by an occupational accident or illness, the employee may retain his or her port-wide seniority for a maximum of two years with the concurrence of the employer and the local union upon notification from the employee's doctor that he may return to work.

Section 13. If an employee loses his port-wide seniority, he or she must work at least 700 hours in a contract year to obtain a port-wide seniority number and shall be assigned a port-wide seniority number as if he or she were an employee entering the industry for the first time.

Section 14. Working foremen, as covered employees, shall be selected in accordance with their port-wide seniority if qualified to perform such work. When any operation involves three (3) or more mechanics, one mechanic will be designated as a working foreman and will receive the differential of \$1.00 over his basic hourly rate of pay.

Section 15. With respect to a disabled mechanic who has retired and who is permitted to return to active service, after 2 years of retirement, the mechanic cannot bump and has no port-wide seniority and is placed on the bottom of the port-wide seniority list once the mechanic returns to active service.

ARTICLE IV CONDUCT OF EMPLOYEES

1. An employee will be subject to the schedule of penalties described below for the offenses described in paragraphs (b) through (f):

Alcohol Abuse

- (a) When anyone employed under the terms of this agreement or in the exercise of any official capacity under the terms of this Agreement is found guilty of being intoxicated at any facility normally considered a work place or bringing intoxicants on the premises at any facility normally considered a work place under this Agreement, the penalties under section (2) below shall apply. The penalties set forth below in Section 2 will be identical to the penalties set forth in the South Atlantic Employers' Negotiating Committee - South Atlantic & Gulf Coast District, ILA Longshoremen's Agreement ("SAENC-ILA Agreement") for the period October 1, 2012 through September 30, 2018. If the penalties in the SAENC-ILA Agreement are modified, the same modifications will be made to the penalties set forth in Section 2 below.

It is also agreed that the blood alcohol level to be used in determining if an employee is intoxicated shall be that level established by law in the state involved.

When an individual is tested for alcohol and their alcohol level is .04 or above, up to the state limit, that person will be knocked off for the remainder of the day. No charges will be filed for intoxication.

- (b) Deliberately falsifying pay or work records;
- (c) (i) Committing any unlawful act regarding Employer property, including the pilfering or broaching of cargo, of the degree of a misdemeanor or felony. In such event, the suspected employee may be suspended pending a hearing and determination before an arbitrator hereunder or in a court of law;
- (ii) Anyone who is guilty of theft on the terminal, at a depot or on customer property, will be suspended from the industry for ninety days. If that person is guilty of theft a second time, he or she shall be terminated from the industry for life. The finding of guilt must be made by a joint grievance panel.
- (d) Unauthorized work stoppage not sanctioned by the Union;
- (e) Other willful actions in derogation of the Employers' ownership and possession of real and personal property and the safe and proper conduct of its operations, including but not limited to, horseplay and sabotage; and
- (f) Violence
- (i) Displaying or knowingly possessing a dangerous weapon at any facility normally considered a work place under this Agreement;
- (ii) Beating or using physical violence on a person.
- (g) When anyone employed under the terms of this Agreement, or in the exercise of any official capacity under the terms of this Agreement, is found guilty of violating sections 1(b) through 1(f), inclusive, the following penalties shall apply:

First Offense - Sixty (60) days suspension from employment through any and all ILA Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Second Offense - Ninety (90) days suspension from employment through any and all ILA Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Third Offense - Permanent suspension from employment through any and all ILA Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Offenses which occur more than three (3) years prior to the date of an offense shall not be considered in determining the appropriate misconduct penalty for the latest offense.

The parties agree that for purposes of enforcing the schedule of penalties described in Section 2 above, if an employee has been suspended for a first offense, any violation of subsections 1(b) through 1(f), inclusive, will be a second offense. Furthermore, if an employee

has been suspended for a second offense, any violation of subsections 1(b) through 1(f), inclusive, will be a third offense.

3. Anyone employed under the terms of the Agreement, or in the exercise of any official capacity under the terms of this Agreement found guilty of deliberately physically assaulting another individual with a dangerous weapon at any facility normally considered a work place under this Agreement. shall be immediately and permanently suspended from employment through any and all ILA Hiring Halls and such official capacity covered under the terms of this Agreement

4. For offenses other than (a) through (f) above the employee and the union must be given written notice stating the nature of the offense and stating that further misconduct within a six (6) month period may result in his dismissal/termination.

5. Management and the Union agree that when a mechanic is declared uninsurable or loses their drivers license for a DUI or other moving violations, they (Management and Union) will do everything possible to find a position for the mechanic where a valid drivers license is not a requirement. It is further agreed that if a position where a valid drivers license is not a requirement is found, the incumbent mechanic in such position who has a valid drivers license must agree to be replaced prior to placing the mechanic without a valid drivers license in that position.

6. Each port will work out an attendance program locally. Occurrences will be eliminated on the six-month anniversary of the occurrence.

7. The ILA and Employers agree to implement the Cell Phone use Policy as follows:

Cell phones will be allowed during all work hours under the following rules:

- (a) Cell phones may be used during meal hours and designated break times only.
- (b) Anyone seen using a cell phone will be subject to the disciplinary action of a "minor infraction" as defined by the Port Committee, including texting or data usage:
 - First Offense: Sent home without pay.
 - Second Offense: Three (3) days off without pay.
 - Third Offense: Forty (40) hours off without pay.
 - Fourth Offense: Thirty (30) days off without pay.
 - Fifth Offense: Termination.
- (c) All offenses clear on a yearly basis on October 1st.
- (d) The shop steward will be notified and disciplinary action will be taken immediately upon observation of a violation of the Cell Phone Policy.

- (e) No hands-free devices, including Bluetooths, or other devices in the ears.
 - (f) If an employee is accused of personal use, he will provide his last call list on his phone to his supervisor and a union representative. If he does not, he will incur the penalty above.
8. Each port will adhere to a dress code policy (policies attached as Exhibit 4).
9. Safety Violations
- (a) The parties agreed that safety vests must be worn at all times.
 - (b) The parties agree that if a mechanic changes a tire with a multi-piece rim while that tire is inflated, the mechanic will be suspended from the industry for ninety days. If the mechanic does it a second time, the mechanic will be terminated from the craft for life.
 - (c) The parties agreed that a mechanic must be physically fit to perform the job for which he is hired. A joint committee of the Employers and the ILA will be formed to address whether a mechanic is fit to perform the job, including whether additional training is required or whether termination from the industry is recommended.

ARTICLE IV, "A" DRUG PROGRAM POLICY ON DRUGS

PURPOSE: The South Atlantic Employer's Negotiating Committee and the South Atlantic and Gulf Coast District, International Longshoremen's Association, and its affiliated locals from Wilmington, Sunny Point, Morehead City, Charleston, Georgetown, Savannah, Brunswick, Jacksonville, Tampa and Port Manatee recognize that the state of an employee's health affects his job performance, the kind of work he can perform, as well as an individual's opportunity for continued employment. The Parties also recognize that drug abuse ranks as one of the major health problems in the world. It is the intent of this policy to provide guidelines for consistent handling of drug situations throughout the South Atlantic.

POLICY: The parties are concerned with those situations where use of drugs interferes with an employee's health and job performance, adversely affects the job performance of others, or is considered to be detrimental to the marine cargo handling business. There is no intent to intrude upon the private lives of employees.

Early recognition and treatment of chemical dependency problems is important for successful rehabilitation, economic return to the industry, and reduced job disruption. The Parties support sound drug abuse treatment and rehabilitation efforts, and it is agreed that

constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal industry benefits, such as the group medical plan, in many cases are available to give help in the rehabilitation process.

For the purpose of interpretation it is agreed by all parties that for any employee to be eligible for treatment and rehabilitation under the "Policy on Drugs" he must first be eligible for the benefits. Employees not covered for benefits must pay all expenses for rehabilitation.

LEGAL DRUGS: The use of any legally obtained drug to the point where such use adversely affects the employee's job performance is prohibited. This prohibition covers arriving on the work premises with detectable levels of any drug which adversely affects the employee's job performance, including the use of prescribed drugs under medical direction. Where the physician-directed use of drugs adversely affects job performance, it is in the best general interest of the employee, co-workers, and the industry that employees stay home.

It is hereby specifically understood that violations involving alcohol shall continue to be handled in accordance with Article IV of this Agreement.

ILLEGAL DRUGS:

Illegal drugs, for the purpose of this policy, include (a) drugs which are not legally obtainable and (b) drugs which are legally obtainable but have been obtained illegally.

The sale, purchase, transfer, use or possession of illegal drugs, as defined above, by employees on the work premises or while on employer business is prohibited. Arriving on the work premises with detectable levels of any illegal or illegally obtained drugs is prohibited. This prohibition applies to any and all forms of narcotics, depressants, stimulants, or hallucinogens whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

POLICY ENFORCEMENT:

A drug test may be required upon reasonable notice made by the Employer whenever work place factors give good faith reason to question the ability of an employee to properly and safely perform his/her job and whether drugs may be a factor. These factors may include physical appearance, behavior, or other job-related circumstances. Tests shall also be required for new employees (e.g., Stabilization and Decasualization Criteria), employees with safety sensitive jobs (e.g., Manpower Development), after on the job accidents and after evaluation or treatment for substance abuse.

PENALTIES. FOR VIOLATING POLICY:

Any person found in violation of this policy regarding illegal drugs or who refuses to submit to a drug test, refuses to sign the required consent form or post treatment agreement shall be removed from the job and be suspended from employment for a period of ninety (90) days. A second offense shall result in permanent suspension from employment

When it is determined that an employee is suffering from a drug abuse problem, efforts will be made to assist the employee in seeking proper treatment and rehabilitation using available resources.

Anyone found guilty of possession, use of, or other dealings in narcotics or other illegal substances (other than drugs which have been prescribed by a licensed physician) while employed under the terms of any Collective Bargaining Agreement between the Parties or any Memorandum of Understanding, or any other Agreement between the Parties shall be immediately suspended from employment for a period of ninety (90) days.

Anyone found guilty of providing a urine specimen to another person who is being drug tested or interfering in the testing process will be penalized as follows:

First Offense.....7 days suspension from work.
Second Offense.....14 days suspension from work.
Third Offense.....30 days suspension from work.

FIRST OFFENSE:

Under the provisions of the "Policy On Drugs" any person found in violation for the first time of the "Policy" who seeks and receives treatment through a recognized and accredited rehabilitation center will be allowed to return to work when in the opinion of the personnel at the treatment center involved that individual is ready to return to work. But under no circumstances will the individual be allowed to return before thirty (30) days. The following rules and regulations will apply:

- 1) A written statement from the treatment center involved stating that the individual has satisfactorily completed treatment will be required before returning to work.
- 2) Any individual who does not complete the required treatment program will not be allowed to return to work until the required ninety (90) day suspension has been completed.
- 3) Individuals who do not obtain treatment as described above will be suspended for ninety (90) days. A second violation or offense shall result in permanent suspension from employment
- 4) Any individual who seeks reinstatement shall be required to sign a written agreement that for a period of three (3) years from the date of reinstatement that they will agree to take random drug screen tests.
- 5) Any test shall allow for the splitting of the sample.

A refusal to be tested or leaving the drug testing site for any reason without first taking the drug test, shall be grounds for immediate discharge and immediate suspension from employment through any and all Hiring Halls for a period of ninety (90) days. A second

violation or offense shall result in permanent suspension from employment.

SECOND CHANCE:

The person will be permanently terminated from employment in the industry.

THIRD CHANCE:

When an employee has been terminated from the industry in accordance with the Drug Policy and remains drug free for one (1) year, such individual will be eligible for a third and final chance for reinstatement in the industry subject to the following terms and conditions.

1. Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination. The one year monitoring period will begin on the date application is made for reinstatement. The testing and grievance procedure governing the drug policy will be in effect during this one-year period.
2. All of the following will be required for a former employee to prove that he/she has remained drug free for the last twelve (12) months prior to reinstatement in the industry.
 - a. The Employers will have the right to have up to 24 random tests during the twelve month period.
 - b. Proof of successful completion of a rehabilitation program and at least weekly attendance.
 - c. Reasonable criteria in each port or district shall be established under which the individual shall prove their drug-free status, including periodic testing.
 - d. If an employee tests positive during the suspension, fails to take a random test or does not attend a weekly rehabilitation program, he/she will be banned from the industry for life.
3. Once reinstated, the individual will be subject to random testing and any further violation shall ban the employee for life.

It is understood and agreed that all of those actively working under the terms of any Collective Bargaining Agreement between the Parties or any Memorandum of Understanding or any other Agreement between the Parties shall have the right to request referral to an approved program for treatment or to be tested and any employee whose test results thereof are positive shall be required to immediately report to an approved program for treatment. If such employee participates in and successfully completes the required approved rehabilitation program, that employee may be reinstated. Any additional positive test shall be grounds for immediate and permanent discharge and permanent suspension from employment

Random Drug Testing Program

The term "random test" shall mean drug and alcohol tests administered to personnel who are selected by a random process whereby each of the employees subject to such testing has an equal chance of being selected each time selections are made.

1. The selection of employees for random testing shall be made by a computer based random number generator that is matched with the individual's social security number (delete payroll identification number or other comparable identifying number (a port security number)) or the last six digits of the employee's social security number will be used to determine who will be tested. The testers will roll a six-sided die to identify the position within the social security number. A ten-sided die will be rolled to identify the designated number that will be matched to each person's social security number. All personnel with social security numbers containing the selected number in the position will be tested. There will be only one designated number chosen at each operation. However, there shall be no set number of employees to be tested. The system selected must be completely random. The bargaining parties will ensure absolute objectivity by generating statistically valid, randomly selected lists of employees.
2. The Employers will be responsible for notifying the drug testing facility when and where operations are working. The drug-testing provided will determine the date, operation and shift for personnel to be random tested.
3. A full list of company ILA personnel, including their social security numbers, will be furnished by each Employer.
4. The testing will consist of an instant test administered on-site. Positive on site tests will be sent to a laboratory for confirmation. A Breathalyzer test for alcohol will be administered also.
5. The cost of the selection system and resulting tests shall be borne exclusively by the Employer.
6. There will not be less than four (4), nor more than twenty-four (24) dates each contract year per port on which random testing may be conducted.
7. Once the drug-testing provider arrives at the job site, personnel shown on the time sheets who leave without proper permission or personnel selected for testing who are notified of such selection and then subsequently leave the job site without submitting to the test shall be deemed a positive test in accordance with the existing Drug Policy. Anyone who leaves with proper permission must be tested within twenty-four (24) hours.
8. Upon notification of selection, a person shall be allowed one hour to provide a urine sample. Only if a urine sample cannot be provided, an alternative method

agreed to by the local parties will be taken. Refusal to submit shall be deemed a positive test in accordance with the existing Drug Policy. The alternative method will be hair or saliva.

9. Disputes arising from the administration of this program shall be subject to the grievance procedure.
10. A representative from the Union or their designee shall be present for the random testing process.

GRIEVANCE PROCEDURE:

It is understood and agreed that any and all disputes involving this Policy and/or Program, including interpretation or application, shall be resolved solely under the Grievance Procedure and Arbitration clauses contained in the grievance procedures of this USMX-ILA South Atlantic Maintenance and Repair contract.

PROCEDURE OF EXAMINATION:

The drug test blood/urine specimen will be tested for the following classes of drugs, among others:

Amphetamines	Ethanol
Barbiturates	Methadone
Benzodiazepines	Methaqualone
Cocaine	Opiates
Cannabinoids	Phencyclidine
	Propoxyphene

Scientifically recognized chemically distinct analytical methods will be used by qualified laboratories for specimen testing.

Employees will sign a written consent to the drug test and release of information form. Urine samples will be taken in view of collection personnel and the employee and collection personnel will sign the "Chain of Custody" form. The results of drug tests will remain confidential and discussed only on a "need to know" basis. Persons testing positive shall agree to be periodically tested to insure compliance with the above policy. Results of drug tests, positive or negative, will be kept in a file separate from personnel files at the office of the Employer or Employer Association involved for three (3) years and will then be destroyed.

ARTICLE V RATES OF PAY

Section 1. Effective October 1, 2018 through September 30, 2024, men hired for the first time (having never been employed in the industry before) will receive \$20.00 per hour. For

those men already employed in the industry, the following wage scales, based on qualifying years, will apply:

Contract Years	10/01/18 09/30/19	10/01/19 09/30/20	10/01/20 09/30/21	10/01/21 09/30/22	10/01/22 09/30/23	10/01/23 09/30/24
*Wage Increase of \$1.00 only for Highest Rate		*		*	*	*

If the employee has the following Qualified Anniversary Years of Service on October 1 of the Contract Years set forth above, the Employee's straight-time basic wage rate for each Contract Year will be:						
0	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
2	\$23.75	\$24.00	\$24.00	\$24.25	\$24.50	\$24.75
3	\$23.75	\$24.00	\$24.00	\$24.25	\$24.50	\$24.75
4	\$29.40	\$30.00	\$30.00	\$30.60	\$31.25	\$31.90
5	\$29.40	\$30.00	\$30.00	\$30.60	\$31.25	\$31.90
6 or More	\$35.00	\$36.00	\$36.00	\$37.00	\$38.00	\$39.00

If an employee's wage is higher than what he or she is entitled to, based on the qualifying years of service, the wage will stay at the higher level until he or she is entitled to move to the next level, based on the qualifying years of service.

Overtime shall be paid at one and one-half times the basic rate of pay. All Foremen, including working Foremen, shall receive \$1.00 differential.

It is further agreed that when any operation involves three (3) or more mechanics, one mechanic will be designated as a working foreman and will receive the differential of \$1.00 over his basic hourly rate of pay.

In the South Atlantic and Gulf ports, one of the above wage dollar increases may be converted to a fringe benefit hourly contribution at a rate that includes not only the \$1.00 wage rate but also all payroll taxes applicable to that \$1.00 wage rate based on calculations agreed to by USMX and ILA.

Section 2.

(a) An employee's Industry Employment Anniversary Date will be based upon the number of Qualified Anniversary Years with which the employee has been credited as of September 30 of the prior Contract Year.

(b) A Qualified Anniversary Year for all Contract Years prior to October 1, 2009, is one in which the employee is credited with at least one (1) hour of service. A qualified Anniversary Year for all Contract Years after September 30, 2009, is one in which the employee is credited with at least 700 hours of service.

(c) When applying the Formula, the highest straight-time basic wage rate shall be the rate in effect on the date the Formula is applied.

(d) If any employee did not work at least one (1) hour under the Master Contract during the period from October 1, 2000 through and including September 30, 2004, that employee shall not receive any Qualified Anniversary Years for any years prior to the Contract Year ending September 30, 2005.

(e) The Formula shall continue in full force and effect in subsequent Agreements, and in extensions of this Agreement and subsequent Agreements. On October 1, 2018, and on each October 1 thereafter while the Formula remains in effect, employees shall be entitled to receive an increase in their straight-time basic wage rate pursuant to the Formula payable on that date.

Section 3. Any employees being hired for the first time shall be required to pass a mandatory physical examination and a drug test as established by management and the ILA after they are offered employment and before they engage in any services.

Section 4. Such new employees shall also be required to pass ability and proficiency tests approved by management and the ILA and shall also be required to be re-certified each two years in the case of equipment operators, clerical and maintenance employees.

Section 5. Present employees who operate (or are trainable to operate) wheeled equipment, cranes, perform maintenance work or otherwise handle wheeled equipment, cranes, perform maintenance work or otherwise handle any cargo or moving equipment as well as clericals shall receive such training as may be required from time-to-time by Management and shall be subject to such recertification requirements which may be established by Management and the ILA including a physical examination designed by Management and the ILA to demonstrate the employee's ability to perform the essential functions of their job.

Section 6. Payday shall continue to be the customary day of each week in each port. All employees shall be paid before noon.

Section 7. The holidays set forth below will be paid by the District Escrow Fund. Work holidays will be paid in accordance with local port agreements during the local pay period.

January 1.....	New Year's Day
January, 3rd Monday.....	Martin Luther King's Birthday
February, 3rd Monday.....	Washington's Birthday
Good Friday.....	Good Friday
May, Last Monday.....	National Memorial Day
July 4.....	Independence Day
September, 1st Monday.....	Labor Day
November 11.....	Armistice Day
November, 4th Thursday.....	Thanksgiving Day
December 24.....	Christmas Eve
December 25.....	Christmas Day
December 31.....	New Year's Eve

Section 8. Sixteen (16) paid holidays to mechanics who have worked 700 hours or more in the current contract.

Section 9. For the purpose of paying the 16 holidays provided for in this paragraph, the holidays will be those as shown in Section 7 and February 12, Abraham Lincoln's Birthday; March 17, Thomas Gleason's Birthday; 2nd Monday in October, Columbus Day; National Election day, one annually.

Section 10. It is agreed that the same holidays will be observed in all South Atlantic Ports covered by this Agreement. The observed holidays will be identical to the South Atlantic Deep-sea list as shown above. February 12th, March 17th, the 2nd Monday in October and National Election Day are regular workdays. It is agreed that mechanics may request to not work on the previous mentioned four holidays but must receive approval from the Employer prior to taking the day off. It is further agreed that holidays falling on a Saturday will be observed on Saturday. Whenever a holiday falls on a Sunday, the following day (Monday) will be observed as the holiday.

ARTICLE VI PAID HOLIDAYS (See ARTICLE XVII)

1. There shall be sixteen (16) paid holidays. Four such holidays shall be worked at straight-time in accordance with local port Agreements. Eligibility for said holidays and method of funding is to be determined in accordance with local port agreements.

2. When any of the above holidays fall on a Sunday, the Monday next shall be observed for the purposes of this Agreement, including the pay rates and minimum hours set forth below at ARTICLE VIII, Section 7.

3. Any mechanic who works on Christmas Day, New Years Day, the 4th of July or Labor Day shall receive double overtime for each hour worked, pursuant to ARTICLE VIII, Section 6.

ARTICLE VII FLEX-TIME SYSTEM

A. In an effort to better utilize facilities and improve service to the shipping public a flex-time system is to be instituted as follows:

The normal work day shall consist of eight (8) hours from 8:00 A.M. - 5:00 P.M. Maintenance employees, who are employed in support of expanded hours of gate operations provided for in the Flex-Time Agreement in the Master Contract, shall be employed as follows:

- Eight (8) hours of work starting at 0600, 0700, 0800, 0900, 1000 and 1300 hours;
- Meal periods shall be provided for in accordance with local regulations;
- Hours worked prior to 0800 hours and after 1700 hours will be paid at 1.25 of the straight-time rate;
- All hours worked in excess of eight (8) consecutive hours within any 24 hour period, excluding meal hours, will be paid at 1.5 of the straight-time rate.
- Whenever an employee is ordered to work on a Saturday, Sunday or a holiday, he shall receive a minimum of four (4) hours pay. If he is ordered to report back to work after the meal hours on such days, he shall receive an additional four (4) hour guarantee.
- Implementation of the above is subject to similar agreements of other crafts on a local basis.

The parties agree to institute flexible starting times due to weather conditions; these agreements will not change regular start times or flextime.

B. SHIFT SYSTEM

The parties agree that the employer may institute a shift system in its mechanics area for the maintenance and repair of containers and chassis, with the details to be worked out on a local basis but with the following basic principles:

1. \$2.00 per hour differential for the first eight hours of the second and third shifts.
2. Shifts may only be started if additional mechanics (over and above the existing workforce) are hired for the additional shift. Distribution of manpower will be determined on a facility-by-facility basis.
3. Starting times and meal hours are local issues.

C. HOURS WORKED

On or after October 1, 1998, no individual employee shall work more than 16 hours for one (1) or more Employers in any one 24 hour period except in emergencies in which case work may continue for no longer than two (2) additional hours, except as modified by existing practices.

ARTICLE VIII HOURS OF WORK

Section 1. The regular working day shall consist of eight hours guaranteed from 8:00 A.M. to 5:00 P.M. provided an employee makes himself available for work during such period. The standard work week shall consist of forty hours comprising five regular working days, Monday through Friday. All other times of work shall be considered "overtime", except as provided in Article VII. The usual break periods shall continue to be observed during the above indicated morning, afternoon and night hours of work. Employees directed to work after the start of an hour shall be paid a minimum of one-half and shall be paid a full hour if the employee is directed to work beyond 30 minutes.

Section 2. The noon meal period shall be one continuous hour, between 12 Noon and 1 P.M.: PROVIDED, HOWEVER, THAT THE Employer shall pay double the prevailing wage rate for work performed after Noon until either a meal hour is granted or the employee is relieved of his duties. Similarly, work performed between 6:00 P.M. and 7:00 P.M. and between 6:00A.M. and 7:00A.M. (except for a 6:00A.M. start) shall be compensated at double the rate of pay which will continue until the meal hour is granted or the employee is relieved. The Midnight starting time referred to below at Section 5 (b) shall not be construed to be a meal hour.

Section 3. Work performed overtime shall be paid at a rate of one-and-one-half times the employee's straight-time hourly rate except as indicated above.

Section 4. Whenever an employee is ordered to work beyond 5:00 P.M. such order shall be noticed no later than 4:00 P.M. on the same day. In the event of emergencies only, an employee may be required to work beyond 5:00 P.M. though notice may have been received by him after the 4:00 P.M. deadline.

Section 5. Work at other than during regular working hours or the regular work week or pursuant to the Shift Time Article, as defined above in Section 1, shall be paid at the overtime rate as follows:

- (a) Whenever an employee is ordered to work beyond 5:00 P.M. and is ordered to report back to work after the period between 6:00 P.M. and 7:00 P.M., or 12:00 P.M. and 1:00 A.M. or 6:00 A.M. to 7:00 A.M. (the meal hours) he shall be guaranteed an additional four (4) hours.
- (b) A minimum of six (6) hours pay beginning at Midnight if ordered out at any time between Midnight and 6:00 A.M. to continue until the employee is relieved.

- (c) When longshore gangs are called out at 12 midnight and a maintenance man is also ordered in conjunction therewith, such maintenance man shall be paid in accordance with the South Atlantic Agreement.
- (d) It is agreed that in lieu of dead/guarantee time during all call out periods, all mechanics will perform work within their crafts as directed by Management.

Section 6. Whenever an employee is ordered to work on a Saturday, Sunday or a holiday, he shall receive a minimum of four (4) hours pay. If he is ordered to report back to work after the meal hours on such days, he shall receive an additional four hour guarantee.

Section 7. Whenever an employee is ordered to work and does report for work on a holiday, as defined above at ARTICLE VI, he shall be paid one full day's pay at the appropriate straight-time rate of pay and an additional compensation of up to eight (8) hours pay at a rate of one-and-one-half times said rate, for work performed. A minimum of four (4) hours pay at the one-and-one-half times rate shall be guaranteed.

This overtime shall not be paid on the four (4) holidays when overtime is not payable under the terms of the local port agreements.

Section 8. Whenever a holiday, as defined at ARTICLE VI above, falls within an employee's vacation pay period, the affected employee shall be granted an additional day off, provided that the Employer may disapprove the day selected by the employee for the reason that the date interferes with the Employer's operation. In such event, the Employer may either pay the employee for such additional day the employee's prevailing straight-time rate of pay or, in lieu of such holiday or designate another day off mutually acceptable to the Employer and the employee.

ARTICLE IX ALLOWANCES

Employees who are required to furnish their own tools shall receive a tool allowance of \$1.00 per hour worked. A list of tools required to be provided by the Employee is attached as Exhibit 5. Hand tools over 1 and ¼ inches and necessary tools not on the mutually agreed upon tool list will be supplied by the Employer. Drinking water in a sanitary manner shall be provided where mechanics are working or by refrigerated water fountains or by ice coolers and ice and sanitary cups. The Employer shall furnish rain gear consisting of hat, jacket and pants, the care of which shall be the responsibility of the employee. Replacement of rain gear shall only be issued upon return of worn out rain gear.

It is further agreed that at established roadability lanes Management will supply the ¾ inch pneumatic wrenches for use in the roadability lanes.

The reefer tool allowance will be increased by fifty cents per hour on October 1, 2013. A mechanic must have all of the tools required to perform a job. The Employers have no obligation

to purchase any of the tools set forth on Exhibit 5 attached hereto. If a new tool is required during the term of this contract, the parties will agree to meet to address how the parties will pay for the new tool.

ARTICLE X VACATIONS, WELFARE BENEFITS AND PENSIONS (See ARTICLE XVII)

1. Vacation Pay:

- (a) Any employee hired prior to October 1, 1983, who during the term of this Agreement, receives payment for not less than 700 hours shall be granted vacation pay as follows:

First year of employment.....	1 week
Second through fourth years.....	3 weeks
Fifth through seventh years.....	4 weeks
Eight and ninth years.....	5 weeks
Beyond nine years.....	6 weeks

Provided that the covered employee shall, in each of the preceding years (other than First) above-noted, have worked a minimum of 700 hours. Each year not so worked shall not be counted in computing entitlement to vacation pay;

Provided further that pro-rata credit will be given towards a contract (fiscal) year's eligibility requirement for periods during which an employee received or receives disability benefits under any statutory or regulatory authority. Vacation paid as provided under this Agreement shall be pro-rated among the Employers when an employee who has not worked 700 hours for one Employer, but has worked 700 hours or more for several Employers.

- (b) For vacation not covered by the Vacation Fund, the employee must submit his request for vacation at least one week prior to the workday on which the vacation period is to begin. In such event, the employee shall be given the vacation pay for any extra period of the vacation provided in (c) below on the payday preceding the vacation.
- (c) Vacation benefits shall be paid from the South Atlantic/ ILA Employers Vacation and Holiday Fund pursuant to the formula set forth below in Section (d) for all employees except that employees employed prior to October 1, 1983, and who are entitled to additional weeks' vacation shall receive such vacation pay from the Employers at the straight-time hourly rate provided by Article V, unless it is later agreed that such benefits shall be paid out of the Fund.
- (d) 700 hours or more in the current contract year.....1 week vacation

700 hours or more in the 2 consecutive previous
contract years.....2 weeks vacation

700 hours or more in the 6 consecutive previous
contract years.....3 weeks vacation

700 hours or more in the 12 consecutive previous
contract years.....4 weeks vacation

700 hours or more in the 15 consecutive previous
contract years.....5 weeks vacation

700 hours or more in the 20 consecutive previous
contract years.....6 weeks vacation

No senior man shall be paid less vacation pay than a junior man. This difference shall be paid by the Employer to such senior men on or before December 15th of each year.

2. Pension and Welfare:

(A) Effective October 1, 2013, the rate of contribution for local pension, welfare, and other employee fringe benefits shall be increased by \$1.00 per hour for the life of this Agreement. Effective October 1, 2013, the manhour contribution rate is \$14.15 per manhour.

(B) The amount above may be allocated, not only to pension and welfare, but also to any other fringe benefits, as agreed to by the local ILA and port associations in each of the ports or districts covered by this Agreement, except that \$5.00 per hour worked in each port or district shall be allocated to the Management-ILA Managed Health Care Plans.

(C) Except as set forth below in Section D, no other man-hour contributions shall be increased by any port or district other than the above one dollar per hour benefit increase on October 1, 2013. No tonnage assessment (not in effect on the effective date of this Agreement) shall be imposed on Containerization or Ro-Ro operations by any parties to this Agreement during the life of this Agreement.

(D) Employees covered by this Agreement shall participate in the money purchase plan created by USMX and the ILA in the Memorandum of Settlement for October 1, 2018 to September 30, 2024 ("USMX-ILA MOS"). The employees in each port covered by this Agreement will participate in the money purchase plan on the same basis as the employees covered by the USMX-ILA MOS in each port participate in the money purchase plan. For example, if the parties covered by the USMX-ILA MOS in Savannah elect to convert one of the hourly contributions into an additional hourly contribution for fringe benefits, the employees covered by this MOU in Savannah will also have their money purchase contributions converted into an additional hourly contribution for fringe benefits.

The allocation of the contribution will be determined by the Local Trustees, except where otherwise specifically provided above.

ARTICLE XI EDUCATIONAL ASSISTANCE

The Employer recognizes the benefits to be gained by having fully trained mechanical employees capable of performing as wide and complete a range of mechanical tasks as possible, encompassed by the Employer's operations. Therefore, in order to enable covered employees to become proficient in their current assignments and to qualify to perform other tasks within the contemplation of this Agreement, the Employer agrees to reimburse its employees for the costs and expenses of courses incurred by them which they may from time to time take for such purposes. As a condition to such reimbursement, the approval of the Employer must be obtained by the employee at or before his admission to the course, and the entire course, or portion(s) thereof which relate to the employee's work for the Employer must be completed and proof thereof be submitted to the Employer by the employee desiring reimbursement.

ARTICLE XII SUBCONTRACTING

For the purposes of maintaining and securing job opportunities and regular employment for the employees covered by this Agreement, the Employer agrees that it will not perform work (or services) presently performed within the scope of its operations at piers or terminals and/or off-pier premises used for servicing and repair of covered equipment as defined at ARTICLE I, Section 1, above, either directly or indirectly, by contracting out such work (or services) which historically and regularly has been and/or is currently being performed by employees covered by this Agreement, unless such work at such piers or terminals and/or off-pier premises is being performed by employees covered by this Agreement. No subcontracting of said work or services shall be permissible, by whatever means used or intended to be used by an Employer unless same shall first be authorized and agreed upon by the Employer and the Local Union in writing by a supplement to this Agreement. In the event of an emergency situation, the affected Employer shall request from the Local Union a variance from the foregoing prohibition, which may be granted for this reason, but only on a temporary basis for a reasonable period of time. Such variance shall not be used as a precedent nor as a condonation by the Union or its Local beyond such time period.

Each carrier which is a signatory to the USMX-ILA Master Contract, will be required to notify the vendor that the carrier has hired to make repairs to its containers and chassis that the repairs must be made by ILA mechanics. If the ILA identifies any container which the ILA believes was repaired in violation of this agreement, then the carrier responsible for paying for the repair of the container shall require the vendor which repaired the container or chassis to supply the work order or survey report (if one exists) which identifies the repairs made to the container.

ARTICLE XIII GRIEVANCE PROCEDURES

Section 1. It is hereby agreed that any non-Master Contract grievance (including, but not limited to, grievances involving seniority, terminations, discipline and the application of a port's drug and alcohol program), shall be taken up as follows:

Step 1. Between the employee and/or his Local Union Steward and the employee's immediate on site supervisor or in the case of a Carrier, between a Carrier representative and the Union. If the matter is not satisfactorily settled by the close of the employee's next working day, the matter shall be referred to the Step 2 process.

Step 2. A Business Representative of the Local Union and the Terminal Manager at the site of the dispute. A meeting between said Representative and the Terminal Manager to consider the grievance shall take place within one (1) calendar week following completion of Step 1. If the matter is not satisfactory settled by the Step 2 process, the matter shall be referred to the Step 3 process.

Step 3. The grievance will be heard by the Local Industry Grievance Committee ("LIGC") which shall consist of the following: three (3) Management representatives, one of which must be a representative of USMX, and three (3) representatives appointed by the ILA. The grievance must be decided within ten (10) days after a charge has been filed of an alleged violation. It is agreed that the LIGC will be attended by a representative of the District Council and a representative of USMX. These two representatives may resolve the grievance themselves. When a unanimous decision is reached at the LIGC meeting that decision is final and binding and cannot be appealed. If the two (2) District and USMX representatives resolve a grievance, the decision cannot be appealed.

Step 4. If the LIGC cannot resolve the grievance, the grievance shall be submitted to a permanent panel ("Small Committee") within thirty (30) days, comprised of six (6) members, with three (3) persons to be selected by the ILA and three (3) persons to be selected by USMX. The Small Committee must rule on the grievance within thirty (30) days after the grievance has been submitted to the Small Committee. If the Small Committee makes a decision, such decision shall be final and binding on all parties and the grievant shall have no further rights.

Step 5. If the Small Committee described in Step 4 does not rule on the grievance, the grievance will be submitted to arbitration within thirty (30) days after the Small Committee deadlocks or fails to issue a ruling within the thirty (30) day limit set forth in Step 4 above. The arbitration will be conducted in compliance with the Labor Arbitration Rules of the American Arbitration Association.

Section 2. All grievances and answers thereto shall be in writing and shall be submitted to the Employer and to the Local Union within the time limits set forth above or the item shall be

deemed agreed to by the non-responding party. The appropriate Union representative will be afforded the opportunity to be present at any attempted adjustment of the grievance. The above procedure may be expedited by agreement of the respective Union and employer representatives and written grievances and responses may be waived at any step.

Section 3. Whenever a mechanic is suspended or terminated, he may continue to work at the discretion of Management while the appeal process is being completed. Management accepts the fact that if the mechanic is suspended or terminated immediately, the company shall be liable for back pay if the company loses the grievance.

Section 4. If after due and timely notice, either party fails to appear at a meeting of the LIGC or the Small Committee, then the other party may proceed and hear the matter and issue a decision unilaterally.

Section 5. The ILA shall have the right to refuse to render service to any carrier or direct employer who fails or refuses to abide by a final decision of the LIGC (if not appealed) or the Small Committee after having been found to have violated any provisions of this Agreement until said carrier or direct employer comes into full compliance with said decision. The provisions of any "no-strike" clause shall not be applicable in any such situation.

Section 6. All disputes under this Agreement involving Containerization, and Ro-Ro, including interpretations of the said Master Contract, shall be heard initially by the Local Industry Grievance Committee ("LIGC") which shall consist of the following: three (3) Management representatives, one of which must be a representative of USMX, and three (3) representatives appointed by the ILA. Requests for interpretations may be brought at any time. The LIGC shall reach a decision within ten days after either a charge has been filed of an alleged violation, or a request filed seeking an interpretation.

Section 7. If the LIGC does not resolve the Master Contract grievance, the grievance will be processed pursuant to the Grievance Procedure set forth in Article XIV of the Master Contract.

ARTICLE XIV PROHIBITION OF LOCKOUTS, STRIKES OR WORK STOPPAGES

During the life of this Agreement, the Employer agrees that it will not engage in lockouts or work stoppages but this shall not be construed to mean a lay-off of employees due to business conditions and the Union on behalf of its Locals agrees there shall be no strikes or work stoppages by the employees; subject, however, to the provisions of ARTICLE XIII above, ARTICLE XIX and as otherwise provided in this Agreement. The right of employees not to cross a bona fide picket line is recognized by the Employer.

**ARTICLE XV
SAVINGS CLAUSE**

If any provision of this Agreement shall be held to be invalid or unenforceable under Federal Law or under the Law of the State, such provision shall, if possible, be modified to comply with the requirements of the applicable law affecting same or, if not possible, shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, either party shall be permitted its legal or economic recourse. The parties may submit same to arbitration, upon mutual agreement.

Furthermore, in the event of the declared invalidity or nonenforceability of any ARTICLE of this Agreement or a portion thereof, the remaining portions of said ARTICLE and of this Agreement shall remain in full effect for the term thereof; provided, that the affected portions shall not otherwise render this Agreement inoperable.

**ARTICLE XVI
MANAGEMENT RIGHTS**

The Employer retains its right to manage its operations in the manner deemed desirable by it, except as waived or modified by the provisions of this Agreement. Nevertheless, in the event the Employer shall propose a major change whatsoever and wheresoever in its operations which may affect the operation of this Agreement or any addition thereto or the employees covered thereby, it shall give the (Local and International) Unions advance notice and information of the nature of the change and the details of its proposed implementation. The Unions will be permitted to object to such proposed change in the Employer's practices and procedures, although the work shall continue as revised pending disposition of the dispute in accordance with the grievance procedures hereunder.

**ARTICLE XVII
FUNDING OF VACATION & HOLIDAY BENEFITS**

The Employers are contributing to the South Atlantic/ILA Employers District Escrow Fund for the payment of holiday (ARTICLE VI) and Vacation (ARTICLE X, Section 1) benefits.

Holiday and vacation benefits due employees shall be paid by the South Atlantic ILA/Employers Vacation and Holiday Fund under the terms and conditions established by the Trustees and under the vacation and holiday rates established by the Trustees provided, however, that with respect to employees employed prior to October 1, 1983, who are entitled to additional vacation benefits in excess of those provided by such Fund, such additional benefits shall be paid by the Carrier at the applicable straight-time rate provided by Article V of this Agreement and provided further that in the event that such additional vacation benefits are at any time during the term of this Agreement payable by the Fund, they shall be paid at the rate currently paid by the Fund.

If the Trustees of any Fund established under the terms of this Agreement determines that an Employer is delinquent in paying the requisite assessment contributions, royalties or other required payments to the Fund when due, they shall immediately notify the Union party hereto with copy to the delinquent Employer. If within seven (7) days, the Employer does not either convince the Trustees that it is in fact not delinquent or pay the delinquent amount, the Union will be released from its obligations to continue to work for the Employer and shall not dispatch personnel to that Employer until the delinquency is ended.

**ARTICLE XVIII
MAINTENANCE WORK COVERED BY
THE MASTER CONTRACT AGREEMENT**

Section 1. Maintenance and Repair Work.

It is agreed that the jurisdiction of the ILA shall cover the maintenance and repair of equipment (which term includes containers and chassis) and such equipment as its members have historically maintained and which is owned, controlled, operated, or interchanged by USMX members including, but not limited to, (a) container cranes, (b) container-handling equipment, and (c) container cranes and container-handling equipment which are acquired for new deep-sea terminal facilities. The ILA's jurisdiction remains in effect at waterfront container facilities and/or off-pier premises used for servicing and repairing equipment covered by this Master Contract in accordance with the Containerization Agreement. Further, all said equipment, be it owned, leased, or controlled by USMX members and/or signatories to the Master Contract, etc., once it is presented at waterfront facilities, shall be covered by this Master Contract. Furthermore, it is recognized that the marine-terminal work of all ILA crafts has been traditionally performed on piers and waterfront facilities. When such marine-terminal work is moved off the marine terminal by the terminal operator or by a signatory carrier to facilities in the port area, the ILA shall retain its work jurisdiction, where the work is the work that would have been performed in the marine terminal or port area.

Section 2. Major Damaged Equipment.

Major damaged equipment must be repaired in the port where the major damage is discovered, provided, however, that where a carrier needs to reposition empties or where it is otherwise necessary to its operations, a carrier shall notify the ILA maintenance local of the repositioning and the equipment numbers of the major-damaged equipment. Thereafter, it shall also report the time, place and nature of the repairs performed by ILA labor in an ILA port on such damaged equipment. Such notification shall be subject to the audit procedure. In fulfilling the above objectives, it is agreed that:

- (a) No damaged equipment shall be loaded aboard ship for export except under the procedures provided below.
- (b) No employer or carrier shall permit damaged equipment to leave the compound, except under the procedures provided herein.

- (c) The employers and carriers shall not enter into any leasing agreement that circumvents the work jurisdiction of the ILA covered under this Master Contract.

Section 3. Determination Procedure.

The above provision is to be applied with the assistance of the following procedure.

- (a) An ILA/Carrier Master Contract Committee has established amended criteria, which are appended to the Master Contract for a container with major damage in accordance with uniform criteria which relate to safety, structural soundness, roadability, and seaworthiness of the various types of containers. These criteria shall be distributed to the ILA maintenance employees in the inspection (roadability) lanes at each container terminal.
- (b) In accordance with the criteria established in the Master Contract, ILA employees may designate a container or chassis which they examine and find damaged (as defined in such subparagraph (a) criteria) as out of service on a T.I.R. form and such container shall be placed in a deadline status in accordance with the procedures of the terminal involved.
- (c) The carrier shall be notified of such designation as soon as possible and shall have the right to determine that such container or chassis shall either be repaired (in an ILA port of its choosing) or if it disagrees with the ILA determination that such container was damaged within the subparagraph (a) criteria, the container in question shall be placed back into service or repositioned as an empty.

Section 4. Grievance and Audit.

The ILA shall have the right to be informed of the action so taken and to grieve the matter, if it so desires, under the terms and conditions of the grievance procedures agreed to by the parties in the Master Contract. If it is determined under such grievance procedure that the container in question should have been repaired, the carrier shall pay liquidated damages of \$1,000 per container (\$2,000 per container for willful violations), as ruled in such determination. Fact-finding and audit under the grievance procedure shall be provided by an independent auditor selected by the parties who shall have the right to audit all applicable documentation of a carrier to determine compliance with the Master Contract. Such audit shall be available to the grievance procedure and may be used to establish compliance or the lack thereof.

ARTICLE XIX MISCELLANEOUS PROVISIONS

1. **Rules on Containers** - The Rules on Containers Agreement appended to the USMX-ILA Master Agreement shall be continued in effect.
2. **Containerization Agreement** - The Containerization Agreement appended to the USMX-ILA Master Contract shall be continued in effect.

3. **Master Contract Paramount** - This Agreement is subject to all of the terms and conditions of the Master Agreement which are paramount and take precedence over this Agreement, including, without limitation, the subscription provisions thereof

4. **Local Conditions** - Any local conditions in excess of those established herein and in effect immediately prior to October 1, 2018, shall be continued.

5. **Bonding** - Each Employer covered by this Agreement shall be required to give a bond or other reasonable surety assuring payment of all obligations covered by this Agreement for which a bond or surety has not been given to Fund Trustees. The Local Port Committee established hereunder shall fix the amount of such bond which shall not be less than \$50,000 or more than the total liability hereunder less amounts otherwise bonded. Any issue relating to the providing of a bond shall be subject to the grievance procedure.

6. **Access** - The duly designated Union representatives shall be given reasonable access to the Employers' premises and to relevant records for the purpose of processing grievances.

7. Persons who are on a sick leave of absence caused by an occupational accident or illness, will not suffer a break in service for purposes of calculating seniority until two years have passed since the first date the person was unable to work, provided that such person is under the care of a physician who has determined that such person cannot perform maintenance and repair work.

8. It is agreed that during the loading and discharge of reefers, the following levels of manning will apply:

Reefers	Mechanics
1-35	2
36-60	3
61-100	4
Over 100	5

Management will have the right to reduce the manning level once during the operation but to no less than 2 mechanics during the ship operation.

9. It is recognized by the Employers that during any outbound gate operation at the Georgia Ports Authority marine terminal of over 5 containers, one (1) roadability or mobile mechanic will be hired. Additional manning will be hired at Management's discretion. It is further agreed that less than 5 containers can be released without a mechanic's presence provided that the containers have been pre-inspected.

10. The parties confirm the agreement that was reached in Tampa in 2004 that during reefer operations on the vessel mechanics can be assigned to other work within their craft, during idle times. The ILA and USMX agree that any carrier that is loading or unloading a small number of reefers may contact the ILA Local and request relief from the reefer manning levels in

the contract. Issues related to reefer manning and the starting time for reefer operations are still open issues to be resolved no later than September 30, 2013.

11. Bereavement leave of up to five (5) days without pay will be granted for deaths within the mechanic's immediate family (spouse, children, brothers, sisters, grandparents, parents).

12. USMX agrees to join representatives of the District Council and the local Union in each port covered by this Agreement in an attempt to meet with the local port authorities and convince them to change their flow of work.

ARTICLE XX DURATION OF AGREEMENT

This Agreement shall be effective from October 1, 2018, to September 30, 2024.

* * * *

ARTICLE XXI ILA JURISDICTION

A. NEW TECHNOLOGY IMPLEMENTATION AND WORKFORCE PROTECTION

Article XI of the 2012 Master Contract shall be amended in its entirety to read as follows:

- (a) Management in partnership with the ILA shall protect the Master Contract workforce for the term of this Master Contract while improving efficiency and capacity on the terminals.
- (b) There shall be no fully-automated terminals developed and no fully-automated equipment used during the term of this Master Contract. The term "fully-automated" is defined as machinery/equipment devoid of human interaction.
- (c) There shall be no implementation of semi-automated equipment or technology/automation until both parties agree to workforce protections and staffing levels.
- (d) The following guidelines shall be followed for instituting workforce protections:

- i. Define the types of technology and the effects on capacity and efficiency;
- ii. Determine the manning for the new equipment;
- iii. Identify the new work created by technology;
- iv. Determine the possibility of reassignment within craft subject to approval by the New Technology Committee; and
- v. Provide necessary training.

(e) In order to protect the workforce, there must be a determination of the number of positions affected (head count), rate of pay (Master Contract wages), and similar Master Contract hours in remaining or new Master Contract positions.

(f) Procedure:

- i. Local parties must negotiate implementation within 90 days with assistance of New Technology Committee Co-Chairs if necessary and in doing so adhere to the spirit of this Agreement as defined in subsection L(a) above.
- ii. All local agreements are subject to review and approval by USMX and the ILA International.
- iii. If no local agreement after 90 days, the ILA and USMX Subcommittee shall resolve open issues within 30 days.
- iv. If the Subcommittee cannot agree, then two members each from the ILA and USMX Subcommittee shall have another 30 days to resolve the open issues.
- v. If the Four-Member Panel cannot agree, then an Industry Advisor (George Cohen/J. J. Pierson) and the four members shall have 15 days to resolve all open issues.

(g) All agreements are final and binding.

(h) All negotiations, resolutions, and agreements are port-specific.

(i) All of the above time periods are subject to extension by mutual agreement of the parties.

**ARTICLE XXII
CONTAINER ROYALTY**

Section 1. First and Third Container Royalties.

The First and Third Container Royalties (effective in 1960 and 1977) each in the amount of \$1.00 per weight ton of containerized cargo not stuffed or stripped by ILA-represented labor (with lesser amounts for containerized cargo carried on vessels that are not full container vessels as determined in the Stein Award, a copy of which is appended to this Agreement as Appendix A) shall continue to be paid. The First and Third Container Royalties, which are subject to the provisions of the Stein Award and any accommodation approved pursuant to Article XV of the USMX-ILA Master Contract, paid to the various local port and district container-royalty funds in accordance with, Article XII, Section 3 of the USMX-ILA Master Contract shall be used to provide supplemental-wage benefits to eligible employees.

Section 2. Second Container Royalty.

The Second Container Royalty (effective in 1971) in the amount of \$1.00 per weight ton of containerized cargo not stuffed or stripped by ILA-represented labor (with lesser amounts for containerized cargo carried on vessels that are not full-container vessels as determined in the Stein Award, which is attached to this Agreement as Appendix A) shall continue to be paid during the term of the USMX-ILA Master Contract to MILA to be used exclusively for the purpose of funding the managed-healthcare program administered by the Management-ILA Managed Health Care Trust Fund in accordance with the provisions of Article XIII of the USMX-ILA Master Contract. The Second Container Royalty is subject to the provisions of the Stein Award.

Section 3. Container Royalty Distribution.

Each year during the term of the USMX-ILA Master Contract the total amount of Container Royalty benefits payable to the eligible workforce under the USMX-ILA Master Contract shall be no less than the total sum paid in all ports in 2011. Similarly, each year during the term of the USMX-ILA Master Contract administrative expenses payable to the local port container royalty funds covered by the USMX-ILA Master Contract shall be no less than the total sum of administrative expenses paid by those funds in 2011. For all ports other than the Port of New York and New Jersey, the year 2011 shall mean the contract year ending September 30, 2011; for the Port of New York and New Jersey, the year 2011 shall mean the calendar year ending December 31, 2011.

(a) Each year during the term of the USMX-ILA Master Contract any Container Royalty Nos. 1 and 3 assessments collected that are in excess of the amounts needed to satisfy the contractual obligations set forth in Article XII, Section 3(a) of the USMX-ILA Master Contract shall be divided into two equal shares. The International Longshoremen's Association AFL-CIO shall have the right to designate how one of those shares will be used, and the USMX shall have the right to designate how the other share will be used.

**ARTICLE XXIII
FRINGE BENEFIT PROGRAMS**

Section 1. Management-ILA Managed Health Care Trust Fund.

The Management-ILA Managed Health Care Trust Fund ("MILA") is a joint labor-management, Taft-Hartley trust fund managed by an equal number of Management and Union trustees to administer an employee welfare benefit healthcare plan covering active and retired dockworkers covered by this Agreement and their dependents. There will be no reduction in MILA benefits during the term of the USMX-ILA Master Contract.

During the term of this Agreement, \$5.00 of the hourly contributions for local pension, welfare, and other employee fringe benefits shall be paid to MILA.

**ARTICLE XXIV
TRAINING**


The Carrier-ILA Container Freight Station Trust Fund ("CFS Fund") shall continue in effect during the term of this Master Contract. The periodic distribution of the amounts to be paid from the CFS Fund and the purposes thereof shall be determined solely by the trustees of the CFS Fund. The CFS Fund shall continue to provide funding for training purposes to the extent that any funds remain after payment for the support of container-freight stations. Training programs in each port or district shall be operated under guidelines approved by the trustees of the CFS Fund.

**ARTICLE XXV
POLICY AGAINST HARASSMENT,
DISCRIMINATION AND RETALIATION**

USMX and the ILA adopt the policy against harassment, discrimination and retaliation attached as Exhibit 6.

IN WITNESS WHEREOF, this Agreement has been signed in its original or in any counterpart or copy thereof (which shall have the same force or effect as an original) on the date and place set forth next to the signature of said party.

SOUTH ATLANTIC AND GULF COAST DISTRICT, ILA, AFL-CIO

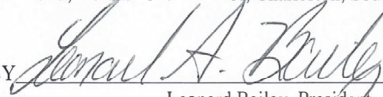
BY 

Alan Robb, President

DATE 3-12-19

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO, LOCAL NO. 1422-A, Charleston, South Carolina

BY

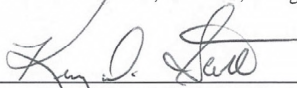

Leonard Bailey, President

DATE

3/12/19

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO, LOCAL NO. 2046, Savannah, Georgia

BY

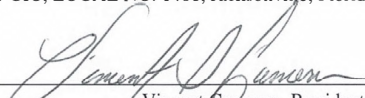

Kerry D. Scott, President

DATE

3/12/19

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO, LOCAL NO. 1408, Jacksonville, Florida

BY

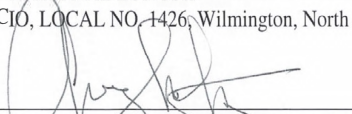

Vincent Cameron, President

DATE

3/12/19

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO, LOCAL NO. 1426, Wilmington, North Carolina

BY


Greg Washington, President

DATE

03/12/19

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO, LOCAL NO. 1402, Tampa, Florida

BY


Wilbert Rowell, Trustee, Local 1402

DATE

3/2/19

UNITED STATES MARITIME ALLIANCE, LTD.

BY

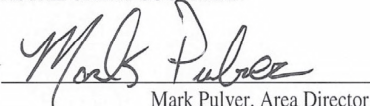

Paul De Maria, Vice President-Labor Relations

DATE

3/27/19

COASTAL GREAT SOUTHERN

BY

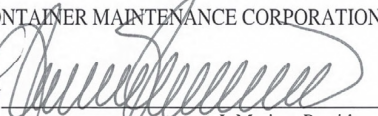

Mark Pulver, Area Director

DATE

3/25/19

CONTAINER MAINTENANCE CORPORATION

BY


Vincent J. Marino, President

DATE

3/19/19

INTEGRATED INDUSTRIES CORP.

BY


Gentry Johns, General Manager

DATE

3/25/19

TRAPAC

BY



Nick Uruburu, Director of Terminal Operations

DATE 4-5-19

MOUNT/DISMOUNT LLC

BY



Bruce Chamblee, Managing Partner

DATE 3/25/19

CHARLESTON GATE COMPANY LLC

BY



Bill McCarthy, General Manager

DATE 3/19/19

TRANSPORT REFRIGERATION, INC.

BY

Josh Allen, President

DATE _____

PORTS AMERICA

BY

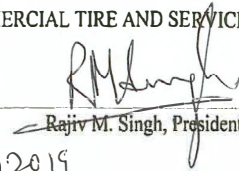


David Nelson, Site Manager

DATE 4/1/19

ADVANTAGE COMMERCIAL TIRE AND SERVICE, INC.

BY



Rajiv M. Singh, President

DATE 7/9/2019

0051652

0051652

EXHIBIT 1

MEMORANDUM

DATE: April 24, 2014

TO: South Atlantic Maintenance Small Committee

William Messina, VP, Labor Relations
APM Terminals

Dwayne Boudreaux, Vice President
South Atlantic & Gulf Coast District ILA

Gene Perry, Mgr. NA M&R/Chassis Fleet Mgmt.
NYK Line

Charles Spencer, Executive Vice President
South Atlantic & Gulf Coast District ILA



CC: John Daggett, Vice President, Atlantic Coast District ILA
Roberta L. Beasley, SA District Contract Administrator, USMX, Ltd.

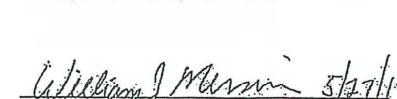

FROM: Paul De Maria & Alan Robb, Committee Co-Chairmen

RE: USMX-ILA South Atlantic M&R Contract Language

Please read the following language, which we agreed upon at the April 22, 2014 meeting of the Small M&R Committee, then sign and date below to acknowledge.

Both parties agree that the industry must protect its competitive position against non-ILA maintenance and repair employers. Accordingly, the ILA and USMX agree that all parties to the USMX-ILA South Atlantic Maintenance and Repair contract will work together to protect and improve the productivity standards that the employers are currently achieving, in order to protect each employer's business and enabling each employer to continue employing ILA mechanics. Productivity and quality are the standards used to evaluate a mechanic's capability.

	4/24/14		4-24-14
F. Paul De Maria, Co-Chairman SA Maintenance Small Committee	Date	Alan A. Robb, Co-Chairman SA Maintenance Small Committee	Date

	5/21/14		5/21/14
William Messina, VP, Labor Relations APM Terminals	Date	Charles Spencer, Executive Vice President South Atlantic & Gulf Coast District ILA	Date

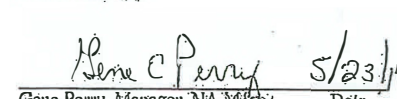
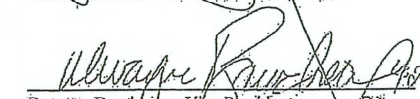
	5/23/14		
Gene Perry, Manager, NA M&R/ Chassis Fleet Management NYK Line	Date	Dwayne Boudreaux, Vice President South Atlantic & Gulf Coast District ILA	Date

EXHIBIT 2

**SOUTH ATLANTIC MAINTENANCE & REPAIR
SMALL COMMITTEE**

P. O. Box 1726
Savannah, GA 31402
Telephone: 912-236-1055
Fax: 912-236-1174

March 3, 2003
Ref: 2-42-03/6.5/3.2

TO:

Mr. Benjamin A. Parker, ILA Local 1422-A
Mr. Kerry Scott, ILA Local 2046
Mr. George Spencer, ILA Local 1408
Mr. Wilbert Rowell, ILA Local 1426


Mr. Steve Miller, Atlantic Container Service
Mr. Scott Carey, Atlantic Container Service
Mr. Steve Hill, Atlantic Technical Services
Mr. Jimmy Grimes, Coastal Great Southern
Mr. Bobby Holden, Coastal Great Southern
Mr. Vincent Marino, Container Maintenance
Mr. Josh Cooley, Container Maintenance
Mr. Ray Nelson, Container Maintenance
Mr. Terry Morris, National Container Repair
Mr. Johnny Smith, Refrigerated Container Svc.
Mr. John Allen, Transport Refrigeration


In Re: Agreement on Guidelines for Selection of M&R Foremen

Gentlemen:

Attached is Agreement on Guidelines for Selection of M&R Foreman. This agreement was reached at the last meeting of the South Atlantic M&R Small Committee and is applicable to all South Atlantic M&R locals.

If you have any questions regarding the attached, please contact us.


Benny F. Holland, Jr.
International Longshoremen's Association


Brian E. Dugan
United States Maritime Alliance, Ltd.

Attachment

cc: Mr. Harold Daggett
Mr. Richard Hughes
Mr. Tony Petrizzo
Mr. Rudolph Ramm

**AGREEMENT ON GUIDELINES
FOR SELECTION OF M&R FOREMEN**

The M&R Small Committee agrees to the following Seniority rules:

- A. Port Wide total qualifying years in the Port.
- B. Company total time with the company.
- C. Craft total time in a particular craft.

It is agreed that Port Wide seniority would be used for original employment, and that Company and/or Craft seniority would be used for all promotions and layoffs.

When a foreman position becomes available, the individual with the most company seniority within that craft, (dry or reefer), will be offered the position of foreman provided the individual meets the qualifications as set forth in the South Atlantic M&R Contract. It is also recognized that there is one master company seniority list regardless of the number of locations a company may operate in a port.

Should an individual be offered a foreman's position and elects not to accept the position, a letter (document) of refusal will be prepared by the company and signed by the individual. This does not preclude the individual from being eligible for a different foreman's position in the future.


Benny F. Holland, Jr.

International Longshoremen's Association


Brian E. Dugan

United States Maritime Alliance, Ltd.

EXHIBIT 3

January 8, 2003

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Revised
5-21-01

Hiring Procedures, Job Assignments and Training Procedures For
Refrigeration Department:

Item #1: Definition of a Qualified Refrigeration Mechanic:

To be considered a qualified reefer mechanic you must meet all of the following:

1. Must have EPA Certification Class II
2. Must have attended a refrigeration school as approved by the Reefer Committee.
3. Must have worked in reefer department at least 18 months.
4. Must be able to perform all reefer work alone.

Item #2: Bumping Rights:

1. A senior qualified reefer mechanic, as defined above, shall have bumping rights to the job first of the lowest trainee; Second the lowest qualified reefer mechanic; if he is laid-off due to no fault of his own.

Item #3: Overtime Assignment:

1. Overtime will be assigned according to Atlantic Containers current procedures. This procedure is based on a rotating system and assigned according to hours worked or credited and is equally shared.
2. The responsibility of working overtime shall be equally shared among all employees. It shall be rotated on a weekly basis starting with the less senior mechanic and going upward to the most senior mechanic. The mechanic shall be notified if it is his time to work overtime. If he can get someone to work in his place for his date then it will be acceptable. Otherwise, it is his sole responsibility to work any overtime which may be needed unless an emergency situation arises. The responsibility shall be rotated until every mechanic has served his time. There shall also be more than one individual assigned each week to work overtime should the need occur and more than one mechanic is needed. This clause applies to reefer mechanics only. This clause only applies if no one is willing to work overtime.

Item #4: Training Requirements:

1. The first (90) days will be a probationary period.
2. Must have a 3, 6 and 18 month evaluation by the refrigeration committee and be approved at each evaluation to continue training.
3. Must have your EPA Certification Class II within 90 days upon entering training.
4. Must have attended a refrigeration school, approved by the reefer committee, within 18 months of training and have passed the school course.
5. Must be qualified as defined above within 18 months upon entering training unless otherwise extended by the reefer committee.
6. If trainee has not successfully completed training within 18 months or his training has not been extended by the Reefer Committee he will not be offered any further training.

Item #5: Placement Into Refrigeration Department:

1. Before anyone is placed into the reefer department the job will be posted through the Union Hall for a qualified reefer mechanic as defined above under Item #
2. If no one accepts the reefer position through the Union Hall then the employer will place a trainee into the reefer department according to his seniority with the employer.
3. Reefer mechanics will be placed into the reefer department as mentioned above and will come out in the same order as they go in. In other words, first in will be the last one out and the last one in will be the first to come out.

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4. The employer may take a reefer mechanic and place him on drybox work if the reefer work load drops. The employer may place said reefer mechanic back on reefer work as needed. However, this provision will not be used to avoid mechanics with more seniority as outlined in the current contract.

5. Additional help will be considered "extra help" and may be used from time to time from the drybox side. However, this is not to be considered as "in" the reefer department and will not be considered as training or time in the reefer department. This will not apply once you are placed under training and your time will be credited. Examples of extra help is: forklift operator, fueling or just general labor help.

Item #6: Qualification List:

1. The Union Hall and Management will establish a separate master list which will contain all qualified reefer mechanics. All reefer mechanics whom are now considered qualified will be placed on this list in the order of their port-wide seniority.

Item #7: Special Provisions:

1. Anyone who has been or is currently under training will be considered grandfathered in and their training will continue. However, it is understood that simply driving a forklift, fueling or general extra labor help is not to be considered as under training.

Item #8:

1. Any disputes arising under these procedures will be first resolved through the reefer committee. If no resolution is reached or an appeal is requested then the grievance procedures under our current contract will follow. The Reefer Committee shall consist of one management member from each company and a reefer forman from each company appointed by the union.

Item #9: Tool List:

1. Reefer Mechanics will supply tools mutually agreed to between the Union and Management. The tool list will be attached to this agreement.

[Signature] 5/1/01
Container Maintenance

[Signature] 5/1/01
I.I.A. Local 2046

[Signature] 5/1/01
National Container Repair

May 1, 2001
Date

[Signature] 5-1-01
Atlantic Container Service

[Signature] 5-21-01
Coastal Great Southern

[Signature] 5/1/01
Atlantic Technical Services

(Intentionally Left Blank)

Savannah Dress Code

The following will be adhered to:

1. Safety shoes (NO tennis shoes)
2. The employer shall assess the workplace to determine if hazards are present, or are likely to be present, which necessitate the use of personal protective equipment (PPE). If such hazards are present, or likely to be present, the employer shall select and have each affected employee use the types of PPE that will protect the affected employee from the hazards identified in the hazard assessment.

EXHIBIT 4

(Intentionally Left Blank)

Charleston Dress Code

Safety shoes – no tennis shoes / sneakers permitted at all

No short pants permitted at all – appropriate long work pants.

The Employer and a Union Official shall assess the work place per OSHA guidelines to determine if hazards are present, or are likely to be present, which necessitate the use of personal protective equipment (PPE). If such hazards are present, or likely to be present, the employer shall select and have each affected employee use the types of PPE that will protect the affected employee from the hazards identified in the hazard assessment.

EXHIBIT 5

(Intentionally Left Blank)

Chassis/Dry Box Mechanics

Hammer Set
3 lb. Cross Peen Hammer
Hack Saw
Socket set up to 2"
Hex Key Wrench Set
Screwdriver Set (all)
Hand Chisel Set
Pin Punch Set
Auto-Wire Strippers
Hand Wire Brush
Welding gloves
Welding Shield
Wrench Set up to 2"
14" Pipe Wrench
15" Adjustable Wrench
50' Tape Measure
12' or 10' Tape Measure
Vise Grip Pliers
Tin Snips
Joint Pliers
Tubing Cutter
12 Volt Test
Burning Goggles
Framing Square
Tri-Square
Crow Bar
Lockable Tool box
Chipping Hammer
Work Gloves
Valve Core Tool
30" $\frac{3}{4}$ Drive Bar
3/8 inch pneumatic air drill
1/2 inch pneumatic impact wrench with sockets up to 1 $\frac{1}{2}$ inch
3/4 inch pneumatic impact wrench with sockets up to 1 $\frac{1}{2}$ inch

TOOL LIST FOR REEFER MECHANICS

Metric Socket Set up to 2"
Multi-Meter
Temperature-Meter
Computer for Down Loads and Upgrades (vendor will supply cables and software)
Electronic Leak Detector
Micron Gauge
Vacuum Pump
Oil filter Wrenches
Static/Ground Strap
Injector Tester
Refrigeration Wrenches
Manifold Gauge Set
Nitrogen Regulator
Refrigeration Scales

POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

PURPOSE: Both the ILA Locals and the South Atlantic Employers Negotiating Committee (the "SAENC"), and their respective employees, members and officers, unequivocally condemn and will not tolerate harassment, discrimination or retaliation among workers of any level. Harassment, discrimination and retaliation are regarded as matters of the utmost seriousness. Therefore, in order to prevent incidents of harassment, discrimination and retaliation, and to secure a proper working environment for all workers, the ILA Locals and SAENC have adopted this policy. The general purpose of this policy is to communicate to the personnel working under the SAENC/ILA agreements (hereinafter "Personnel") that any unlawful harassment, discrimination or retaliation is prohibited by the ILA Locals and the SAENC, and to provide the Personnel with a procedure for submitting any complaint of unlawful harassment, discrimination or retaliation.

EXHIBIT 6

GENERAL POLICY STATEMENT: The ILA Locals and SAENC prohibit harassment, discrimination and/or retaliation of any kind. For purposes of this policy, harassment shall include sexual harassment, as defined below. No Personnel, or officer, manager, supervisor, member or employee of the ILA Locals or SAENC shall harass, discriminate or retaliate any other person within the hiring hall or work places to which personnel are referred. All Personnel, ILA Local members and Local representatives, and SAENC members and representatives must refrain from unwelcome, offensive or inappropriate behavior at work, and are responsible for assuring that the hiring hall/workplace is free of harassment, discrimination and retaliation at all times. Because the ILA Locals and the SAENC take all allegations of harassment, discrimination and retaliation seriously, the Port Association and the ILA Local will respond promptly to all complaints. Whenever such conduct is alleged, the ILA Local and Port Association will vigorously investigate and take prompt and effective remedial action where wrongful conduct is determined to have occurred.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY:

The employer members of the SAENC are equal opportunity employers. The policy of both the ILA and its respective locals and the SAENC is to provide equal opportunity to all persons without regard to any basis prohibited by law including, but not limited to, race color, national origin, religion, creed, age, sex, marital status, pregnancy, height, weight, Vietnam era/disabled veteran status, or disability. It is the policy of the ILA and its locals and the SAENC to comply with all federal and state laws affecting employment, including laws that define and prohibit discrimination of any kind.

The ILA Locals, the Port Association and the Personnel are responsible for acting in accordance with this policy. All individuals covered by this policy are encouraged to assist the affirmative efforts in support of the EEO policy, including the recruitment and referral of qualified individuals for employment.

SEXUAL HARASSMENT:

While in some cases individuals may make sexual comments or jokes or personal advances without intending harm, such actions can be unwanted, threatening and perceived as harassment. Stopping sexual

harassment in its many forms requires an increased awareness by everyone of the impact that such actions may have on others.

For purposes of this policy, prohibited sexual harassment is defined as any type of sexually-oriented conduct whether intentional or not, that is unwelcome and either (i) is implied or stated to be a condition of employment or a factor in evaluating job performance, eligibility for work or any other component of employment, or (ii) hostile, offensive or intimidating environment. The following are examples of behaviors that may be considered sexual harassment:

Sexual jokes, language, epithets, advances or propositions;

Written or oral abuse of a sexual nature, (e.g., sexually degrading or vulgar words used to describe an individual);

The display of sexually suggestive objects, pictures, magazines, posters or cartoons;

Comments about an individual's body, sexual orientation, sexual prowess or sexual deficiencies;

Asking questions about sexual conduct;

Harassment consistently targeted at only one sex, even if not "sexual" in content;

Invading personal privacy at or outside the workplace (e.g., harassing telephone calls);

Touching, leering, whistling, brushing against the body, or making suggestive, insulting, or obscene comments or gestures;

Demanding sexual favors in exchange for favorable reviews, assignments, continued employment or promises of the same; and

Assault or coerced sexual acts.

Sexual harassment takes many forms. It can be between co-workers. It can be between members of the same sex. It can include a supervisor's harassment of a subordinate, or a subordinate's harassment of a supervisor. Third parties who witness sexually harassing behavior in a workplace environment can also be the victims of the harassment. Harassers can be supervisors, co-workers, customers, vendors, suppliers, or clients. All of these forms of harassment are illegal and violate this policy.

RESPONSIBILITY:

The ILA and the SAENC require that all Personnel, and every individual connected to the ILA and SAENC, take steps necessary to prevent harassment, discrimination or retaliation from occurring. Every individual covered by this policy is required to report to their supervisor, or to another individual in a management position, or their ILA Local office, as the case may be, any experienced or witnessed incident of harassment, discrimination or retaliation. Upon a report of harassment, discrimination, or retaliation, the ILA Local involved and/or the SAENC will conduct a prompt

investigation into the allegations and will take prompt and effective remedial action which, as appropriate, may subject employees and members to discipline up to and including termination. Every individual covered by this policy is required to cooperate with any investigation of harassment, discrimination or retaliation.

COMPLAINTS:

Any person who believes he or she has been the subject of harassment, discrimination or retaliation must report the incident immediately to his or her supervisor, his or her employer's human resources department, to the ILA Local office, or to the officers of the ILA Local. Upon receiving a complaint, the ILA Local shall notify the Port Association of the complaint immediately in writing. Upon receiving a complaint, the Port Association shall notify the ILA Local of the complaint immediately in writing. A prompt and as confidential as possible investigation of all complaints will be undertaken.

INVESTIGATORY PROCEDURE:

Any Personnel employee, supervisor or manager who receives a harassment, discrimination or retaliation complaint must refer the complaint to the ILA Local or the Port Association. The Port Association and the ILA Local will investigate every complaint of discrimination, harassment or retaliation, and will make every effort to keep the matter as confidential as possible. The ILA Local and the Port Association will bring the matter to a resolution.

RETALIATION PROHIBITED:

Retaliation of any kind against a person making a complaint under this policy is strictly prohibited.

DISCIPLINE:

Any employee who has been found, after appropriate investigation, to have harassed, discriminated or retaliated against another employee will be subject to appropriate sanctions including expulsion. Similarly, because of the seriousness of such complaints and the damaging consequences which unfounded charges may have, adverse action can result from groundless allegations of harassment, discrimination or retaliation which are found to have been made in bad faith.

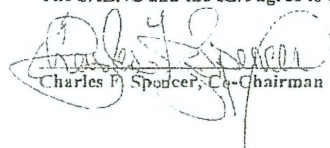
APPEALS:

Any Personnel dissatisfied with the resolution of complaints or allegations of retaliation under this Policy or any Personnel dissatisfied with the imposition of discipline under this Policy has the right to appeal to and a hearing of the matter by the District Appeals Committee (consisting of two representatives each from management and Union) under the procedures set by that Committee with the decision of the District Appeals Committee to be final unless the Committee refers the matter to an arbitrator for final decision. The appeals will be heard in the port from which the appeal originated.

MISCELLANEOUS:

In the event that this policy conflicts with any law, the applicable law shall supersede this policy.

The SAENC and the ILA agree to review this policy on at least an annual basis.


Charles P. Spencer, Co-Chairman

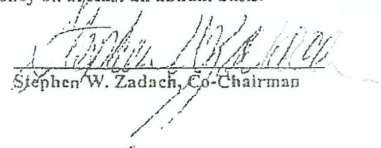

Stephen W. Zadach, Co-Chairman

EXHIBIT 7

PORT WIDE MAINTENANCE ATTENDANCE PROGRAM

This Policy governs all M&R employers and all Maintenance men in every classification working out of ILA Local 2046. The Policy will be administered consistently and without exception. In the event a man is not returning to the same employer the next day, disciplinary action will be taken by a Union representative at the direction of Management, which will be in writing stating the offense and action to be taken.

1. All employees who will be late or absent must call their employer prior to their scheduled start times.
2. You are considered late if you are not actually ready to start your work assignment within five (5) minutes of your scheduled starting time.
3. All prearranged absences such as medical appointment require the submission of an absentee request form at least one (1) day in advance of your appointment.
4. All regular vacation requests must be submitted and approved at least two (2) days in advance.
5. All employer paid vacation must be requested at least one (1) week in advance.
6. Any time off approved by the employer will not be counted as an occurrence. This approved time allowed will be documented on a form signed by both employer and employee.
7. All schedules of occurrences will apply for a six-month period, beginning on October 1st and April 1st of each year.
8. When an employee is terminated under the Attendance Program, that employee is suspended from any and all work from the employer initiating the termination for a period of one (1) year. That employee may petition the LIGC for consideration for rehire after a minimum of 90 days providing the employee can offer proof of rehabilitation.

A. An unexcused absence or lateness will be referred to as an "Occurrence" and will be treated as follows:

- 6th Occurrence – Letter of Warning
- 7th Occurrence – Mandatory Drug test & 8-hour suspension
- 8th Occurrence – 40-Hour suspension
- 9th Occurrence – Termination

Occurrences are cleared every six (6) months on September 30th and March 31st.

B. A shift incompletion defined as leaving the job early without Management's approval carries the same penalties as "C" (wholly independent of "C").

C. A no call/no show (failure to call Employer prior to start of shift or not showing up for work) will be treated as follows:

- 1st Time – Letter of Warning
- 2nd Time – 8-Hour suspension
- 3rd Time – 40-Hour suspension
- 4th Time – Termination

Records are cleared every six (6) months on September 30th & March 31st.

AUTHORIZED EXCUSES

- A. Doctor's Note – must be turned into Management the 1st day employee returns to work. Employees absent for more than one (1) week must notify Management of their intention to return to work at least one (1) day in advance.
- B. Jury duty or court appearance – Summons or absentee request must be presented at least one (1) DAY IN ADVANCE.
- C. Funeral Leave – for immediate family with immediate family described as Mother, Father, Children, Brother, Sister and Grandparents.
- D. Vacation – request submitted as outlined in paragraphs 4 and 5.
- E. Military Leave – submit orders with absentee request.
- F. Union Business – upon the request of Union officials.
- G. Workman's Compensation or accident on the job.
- H. Family medical leave with proper documentation.

The effective date of this agreement: _____

Josh Cooley, Committee Co-Chairman

Kerry D. Scott, President, ILA 2046

Steve Miller, Committee Co-Chairman

Jeff Loucks, Coastal Great Southern

Bruce Simons, National Container Repair

Roberta Beasley, USMX

Charleston Port Wide Attendance Program

This policy governs all Charleston M&R Employers and all members of Local 1422-A in every classification. It is agreed between the union and management that when a man complies with the attendance program, management can call the union hall for a replacement maintenance man for that period when needed.

1. All employees who will be late or absent must call their employer's designated phone number(s) sixty (60) minutes prior to their scheduled start time.
2. You are considered late if you are not actually DRESSED and READY to start your work assignment within 5 minutes of your scheduled start time.
3. All pre-arranged absences, such as medical appointments, do require the submission of an absentee request form at least one (1) day in advance of your appointment. (a signed copy returned to the individual)
4. All regular vacation requests must be submitted and approved at least two (2) days in advance. (a signed copy returned to the individual)
5. All employer paid vacation must be requested at least one (1) week in advance. (a signed copy given to the individual)
6. Any time off approved by the employer will not be counted as an occurrence. This approved time allowed will be documented on a form signed by both employer and employee. (a signed copy given to the individual)
7. All schedules of occurrences will apply for a six (6) month period, beginning on October 1st and April 1st of each year.
8. When an employee is terminated under the attendance program, that employee is suspended for any and all work from the employer effecting the termination for a period of six (6) months. That employee may petition the LIGC for consideration to re-hire after a minimum of ninety (90) days providing the employee can offer proof of rehabilitation.

A) An unexcused absence or lateness will be referred to as an "occurrence" and will be treated as follows:

- 7th Occurrence – Warning Letter
- 8th Occurrence – Mandatory drug screen and eight (8) hour suspension
- 9th Occurrence – Forty (40) hour suspension
- 10th Occurrence – Termination

Occurrences are cleared every six (6) months on 9/30 and 3/31.

B) A shift incompleteness defined as "leaving the job early without Management's approval" carries the same penalties as "C" (wholly independent of "C")

- C) A no call / no show (failure to call the employer's designated phone number(s) sixty (60) minutes prior to scheduled starting time, OR not showing up for work)
- 1st Time – Warning Letter
 - 2nd Time – Mandatory drug screen and eight (8) hour suspension
 - 3rd Time – Forty (40) hour suspension
 - 4th Time – Termination
- Records are cleared every six (6) months on 9/30 and 3/31.

Local 1422-A will be sent a hard copy of all drug screens – positive or negative.

Authorized Excuses

- 1) Doctor's Note – must be turned into management the first (1st) day the employee returns to work. Employees absent for more than one (1) week must notify Management of their intention to return to work at least one (1) day in advance.
- 2) Jury Duty or Court Appearance – Summons, subpoena, or absentee request must be presented at least one (1) day in advance.
- 3) Funeral Leave – for immediate family (immediate family described as Mother, Father, Children, Brother, Sister, Grandchildren, and Grandparents – Spouse, Spouses immediate family)
- 4) Vacation – request submitted as outlined in paragraphs four (4) and five (5).
- 5) Military Leave – orders must be submitted with absentee request.
- 6) Union Business – upon the request of Union Officials.
- 7) Workman's Compensation, or accident on the job – non job related accidents or sickness with proper documentation, inclusive of automobile accident.
- 8) Family medical leave with proper documentation.

TO BE ENFORCED
Agreed TO:

PORT WIDE MAINTENANCE ATTENDANCE PROGRAM
AS AMENDED 10-22-2004

Q

The effective date of this agreement: _____

Mr. Vincent J. Marino
Container Maintenance Corporation

Mr. Benjamin A. Parker, Sr.
President, I.L.A. Local 1422-A

Mr. Perry Rourke
Atlantic Container Services

Mr. John Smith
Refrigerated Container Services

Mr. Joel Langdon
Coastal Great Southern

Ms. Roberta Beasley
United States Maritime Alliance

THIS POLICY GOVERNS ALL M&R EMPLOYERS AND ALL MAINTENANCE EMPLOYEES IN EVERY CLASSIFICATION WORKING OUT OF ILA LOCAL 1422

THE PROGRAM WILL BE ADMINISTERED CONSISTENTLY AND WITHOUT EXCEPTION. IN THE EVENT AN EMPLOYEE IS NOT RETURNING TO THE SAME EMPLOYER THE NEXT DAY ~~DISCIPLINARY ACTION WILL BE TAKEN BY A UNION REPRESENTATIVE, AT THE~~ DIRECTION OF MANAGEMENT, WHICH WILL BE IN WRITING STATING THE OFFENSE AND ACTION TO BE TAKEN.

- (1) ALL EMPLOYEES WHO WILL BE LATE OR ABSENT MUST CALL THEIR EMPLOYER (30) MINUTES PRIOR TO THEIR SCHEDULED START TIME.
 - (2) YOU ARE CONSIDERED LATE IF YOU ARE NOT ACTUALLY READY TO START YOUR WORK ASSIGNMENT WITHIN 5 MINUTES OF YOUR SCHEDULED STARTING TIME.
 - (3) ALL PREARRANGED ABSENCES SUCH AS MEDICAL APPOINTMENTS REQUIRE THE SUBMISSION OF AN ABSENTEE REQUEST FORM AT LEAST (1) FULL WORK DAY IN ADVANCE OF YOUR APPOINTMENT.
 - (4) ALL REGULAR VACATION REQUESTS MUST BE SUBMITTED AND APPROVED AT LEAST (2) FULL WORK DAYS IN ADVANCE.
 - (5) ALL EMPLOYER PAID VACATION MUST BE REQUESTED AT LEAST (1) FULL WORK WEEK IN ADVANCE.
 - (6) ALL SCHEDULES OF OCCURRENCES WILL APPLY FOR A SIX-MONTH PERIOD, BEGINNING ON OCTOBER 1ST AND APRIL 1ST OF EACH YEAR. OCCURRENCES WILL ALL BE CLEARED ON SEPT 30TH AND ON MARCH 31ST EACH YEAR. A RECORD OF YOUR OCCURRENCES WILL BE MADE AVAILABLE TO YOU.
 - (7) WHEN AN EMPLOYEE IS "TERMINATED" UNDER THE ATTENDANCE PROGRAM, THAT EMPLOYEE IS SUSPENDED FROM "ANY AND ALL" WORK FROM THE EMPLOYER EFFECTING THE TERMINATION, FOR A PERIOD OF ONE YEAR. THAT EMPLOYEE MAY PETITION THE LIGC FOR CONSIDERATION TO RE-HIRE AFTER A MINIMUM OF 90 DAYS PROVIDING THE EMPLOYEE CAN OFFER ACCEPTABLE EVIDENCE OF REHABILITATION.
- (A) AN UN-EXCUSED ABSENCE OR LATENESS WILL BE REFERRED TO AS AN "OCCURRENCE" AND WILL BE TREATED AS FOLLOWS:
- 6TH OCCURRENCE - LETTER OF WARNING
 - 7TH OCCURRENCE - MANDATORY DRUG TEST & 8 HOUR SUSPENSION
 - 8TH OCCURRENCE - 40 HOUR SUSPENSION
 - 9TH OCCURRENCE - TERMINATION

- (B) A SHIFT-INCOMPLETION (LEAVING THE JOB EARLY WITHOUT MANAGEMENT APPROVAL) OR A NO CALL/NO SHOW (FAILURE TO CALL IN 30 MINUTES PRIOR TO START OF SHIFT OR NOT SHOWING UP FOR WORK) WILL BE HANDLED AS SEPARATE OFFENCES AND TREATED AS FOLLOWS:

1ST TIME - LETTER OF WARNING

2ND TIME - 8 HOUR SUSPENSION

3RD TIME - 40 HOUR SUSPENSION

4TH TIME - TERMINATION

RECORDS ARE CLEARED ON SEPT 30TH AND MARCH 31ST EACH YEAR

AUTHORIZED EXCUSES:

- (A) DOCTOR'S NOTE: MUST BE TURNED INTO MANAGEMENT THE FIRST DAY EMPLOYEE RETURNS TO WORK. EMPLOYEES ABSENT FOR MORE THAN 1 WEEK MUST NOTIFY MANAGEMENT OF THEIR INTENTION TO RETURN TO WORK AT LEAST 1 FULL WORK DAY IN ADVANCE OF THEIR RETURN.
- (B) JURY DUTY OR COURT APPEARANCE: MUST PRESENT SUMMONS AND ABSENTEE REQUEST AT LEAST 1 FULL WORK DAY IN ADVANCE.
- (C) BEREAVEMENT LEAVE: AS COVERED IN CONTRACT UNDER ARTICLE XIX
- (D) VACATION: REQUESTS SUBMITTED AS OUTLINED IN PAR. 4 & 5.
- (E) MILITARY LEAVE: SUBMIT ORDERS WITH ABSENTEE REQUEST.
- (F) UNION BUSINESS: UPON THE REQUEST OF UNION OFFICIALS.
- (G) WORKMAN'S COMPENSATION OR ACCIDENT ON THE JOB.
- (H) IMMEDIATE FAMILY MEDICAL LEAVE (PARENTS, CHILDREN OR SPOUSE) WITH PROPER DOCUMENTATION.

ORIGINAL POLICY WRITTEN 2/01/1997. REVISED ON 1/11/2001 AND 10/22/2004.

LOCAL 1408

VINCENT CAMERON - PRESIDENT

LOCAL 1408

FRED WAKEFIELD - REPRESENTATIVE

CONTAINER MAINTENANCE

RAY NELSON - GENERAL MANAGER

TRANSPORT REFRIGERATION

JOHN ALLEN - VICE PRESIDENT

EXHIBIT 8

Charleston Refrigeration Training Program

Revised Copy as of 06/10/08

Item #1: Definition of Qualified Refrigeration Mechanic

(As a qualified reefer mechanic you must meet all of the following requirements)

1. Must have an EPA Certification Class II.
2. Must have attended a refrigeration school as approved by the Reefer Committee.
3. Must have worked in a reefer department at least 18 months.
4. Must be able to perform all aspects of reefer work.

Item #2: Bumping Rights

1. A senior qualified reefer mechanic (as defined above) shall have bumping rights to the job, first from the lowest trainee and second from the lowest qualified reefer mechanic, if he is laid off due to no fault of his own.

Item #3: Overtime Assignment

1. Overtime will be assigned according to the Collective Bargaining Agreement.
2. The responsibility of working overtime shall be equally shared among all of the employees. It shall be rotated according to past port practice basis starting with the most senior mechanic and going downward to the less senior mechanic. The mechanic shall be notified if it is time to work overtime. It is his sole responsibility to work any overtime which may be needed unless an emergency situation arises. The responsibility shall be rotated until every mechanic has served his time. There shall also be more than one individual assigned each week to work overtime should the need occur and more than one mechanic is needed. This clause applies to reefer mechanics only. This clause only applies if no one is willing to work overtime.

Item #4: Training Requirements

1. The first ninety days will be a probationary period.
2. Trainees will have a 3, 6, and 18 month evaluation by the Reefer Committee and be approved to continue training or graduate from training.
3. Trainees must have their EPA Class II Certification.
4. Trainees must have attended a refrigeration school, approved by the Reefer Committee, within 18 months of training and have passed the school course.
5. Trainees must be qualified, as defined above, within 18 month upon entering training unless otherwise extended by the Reefer Committee.
6. If trainees have not successfully completed training within 18 months, or their training has not been extended by the Reefer Committee, he will not be offered any further training.

Item #5: Placement In the Refrigeration Department

1. Before anyone is placed into the reefer department, the job will be posted through the Union Hall for qualified reefer mechanic, as defined above in Item #1.
2. If no one accepts the reefer position through the Union Hall, then the employer will place a trainee into the reefer department according to his port wide seniority.

3. The employer may take a reefer mechanic and place him on dry work if the reefer work load decreases. The employer may place said reefer mechanic back on reefer work as needed. However, this provision will not be used to avoid mechanics with more seniority as outlined in the current contract.
4. Additional help will be considered "extra help" and may be used from time to time from the dry side. However, this is not to be considered as "in" the reefer department. This will not apply once you are placed under training and your time will be credited. Examples of extra help are forklift operator, fueling or just general labor help.

Item #6: Qualification List

1. The Union Hall and Management will establish a separate master list which will contain all qualified reefer mechanics. All reefer mechanics who are now considered qualified will be placed on this list in the order of their port wide seniority. A separate trainee list will likewise be added for (new trainees) according to Item #5.

Item #7: Special Provisions

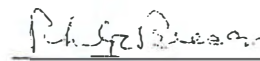
1. Anyone who has been, or is currently under training will be considered grandfathered in and their training will continue. However, it is understood that simply driving a forklift, fueling, or general extra labor help is not to be considered as under training.

Item #8: Dispute Resolution

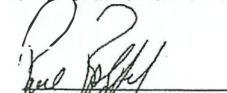
1. Any disputes arising under these procedures will be first resolved through the Reefer Committee. If no resolution is reached, or an appeal is requested, then the grievance procedures under our current contract will follow. The Reefer Committee shall consist of one management member from each company and a reefer foreman from each company appointed by the Union.

Item #9: Tool List

1. The tool list will be mutually agreed upon by the Port Committee at a later date.



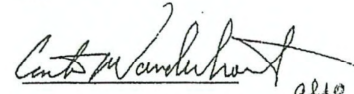
CMC



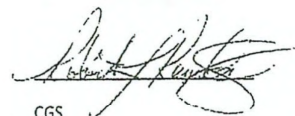
RCS



ACS



I.L.A. Local 1422-A



CGS

6-10-2008

Date

also
Union Foreman:
Clarence Boatright - CGS
James Howard - RCS
James James - ACS
Shawn Bennett - CMC

EXHIBIT 9

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the agreements between the undersigned Employers ("Employers") and I.L.A. Local 2046 that modify the USMX-ILA Maintenance & Repair Contract in effect as of September 30, 2012 that covers the Port of Savannah, Georgia.

It is understood that any and all Articles, Provisions and referencing to Employer Seniority is eliminated from this agreement and all Articles, Provisions and referencing will conform to Port-Wide Seniority to the fullest extent possible. Article III, and not limited to Article III, will conform to Port Wide Seniority and Employer Seniority is eliminated. The six (6) month period an employee has to wait before his Port Wide Seniority is integrated is hereby eliminated also. An employee's Port Wide Seniority will take full effect the first date of employment.

It is also understood it will be the responsibility of the lowest Port Wide Seniority employee and then upward to work any overtime that is rejected by a more senior employee.

The agreement shall become effective upon ratification and through September 30, 2018.

Signed :

 8/22/2013
Kerry D. Scott, ILA Local 2046

 9/6/13
Gentry Johns, Intergrated Industries

 8/22/13
Pat Graham, Container Maintenance Corp.

Billy Dorsey, Mount/Dismount

 8/22/13
Tony Moles, Atlantic Container Service

 8/22/13
Mark Pulver, Coastal Great Southern

NOTE: THIS PAGE APPLIES ONLY TO THE PORT OF SAVANNAH, GA.

Reefer Overtime Procedures Effective October 1, 2013

1. All Overtime will be offered according to PORT-WIDE Seniority.
2. All Overtime will be offered Monday through Friday on two separate list. One list less than (4) hours (meaning a work through meal hour) and one for four (4) hours or more (meaning a meal hour is included and guaranteed 4 hours).
3. Saturday, Sundays and Holidays will be offered separate from Monday through Friday's OT.
4. Once the more senior mechanic has been allocated (worked) overtime it will then be offer to the next Senior mechanics and so forth.
5. On knocking off of vessel overtime the knock off will go by the order you picked the vessel OT except In the case of a trainee. All trainees will be knocked off first. All knocking off of vessels will be done at meal periods only.
6. It is understood it will be the responsibility of the lowest Port-Wide Seniority employee and then upward to work any overtime that is rejected by a more senior employee per list (List 1-Monday 8am through Friday 5pm and List 2- Saturday, Sunday and Holiday) provided he isn't currently on the payroll.
7. If any overtime does not get covered by all means possible the bottom senior man that is not on the clock or not working overtime that will run into uncovered overtime will work or will be suspended from the hiring hall for a period of seven days. This applies to whoever is on the clock at 5:00 pm. The list will start with the lowest senior person and progress upward to the top senior person and then start over at the bottom. This list is not weekly it is continuous.
8. To help with assigning overtime there will be a sign up list at each time clock. You should sign the list when you clock in each day.
9. If you pick a vessel and anytime you need to leave you should go to the overtime list and get a replacement to fill your spot on the vessel. If no one takes the callout you will stay the duration of the vessel operation.
10. When a person takes a share of overtime and then the overtime goes back through the list for another share you shall have the choice to stay with either overtime pick you choose unless your first allocated pick works through a meal period. This means if you want to call out a person to finish your overtime pick you can do so at a meal period.

EXHIBIT 10

<u>Overtime times</u>	<u>Start Times</u>
08:00	Available 24:00
13:00	" 08:00
19:00	" 13:00
24:00 (midnight)	" 08:00

Notes

Notes

Notes

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