FINAL

AGREEMENT BY

CARRIERS CONTAINER COUNCIL, INC.
NEW YORK SHIPPING ASSOCIATION, INC.
BOSTON SHIPPING ASSOCIATION, INC.
HAMPTON ROADS SHIPPING ASSOCIATION
NEW ORLEANS STEAMSHIP ASSOCIATION
PHILADELPHIA MARINE TRADE ASSOCIATION
SOUTH ATLANTIC EMPLOYERS NEGOTIATING COMMITTEE
SOUTHEAST FLORIDA PORT EMPLOYERS ASSOCIATION
STEAMSHIP TRADE ASSOCIATION OF BALTIMORE
WEST GULF MARITIME ASSOCIATION
(MANAGEMENT ASSOCIATIONS)

CERES TERMINALS
COOPER/T. SMITH STEVEDORING
FAIRWAY TERMINAL CORP.
INTERNATIONAL TERMINAL OPERATING CO.
MAHER TERMINALS
STEVEDORING SERVICES OF AMERICA
STEVENS SHIPPING & TERMINAL COMPANY
UNIVERSAL MARITIME SERVICE CORP.
(MANAGEMENT STEVEDORES)

(HEREIN COLLECTIVELY "MANAGEMENT")

AND

THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, ITS DISTRICTS AND LOCALS

ON THE

MASTER CONTRACT ISSUES

New York, New York

Effective October 1, 1996

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APPENDIX TO THE OCTOBER 1, 1996 MASTER CONTRACT

Exhibit 1 Major Damage Criteria Exhibit 2 Accommodations in Effect as of November 29, 1995 Exhibit 3 August 29, 1996 Letter from David J. Tolan to John Bowers re: ILA Jurisdiction September 25, 1996 Letter from David J. Tolan to Exhibit 4 John Bowers re: Master Contract Application Exhibit 5 The Charleston Agreement dated May 1981 Exhibit 6 January 30, 1987 Feeder Barge Agreement Exhibit 7 May 24, 1984 Small Boat Agreement Exhibit 8 Drug and Alcohol Program Exhibit 9 Carrier-ILA Container Freight Station Trust Fund Agreement and Declaration of Trust, Dated June 14, 1989, as amended February 11, 1991 Exhibit 10 Carrier-ILA Container Royalty Fund Agreement and Declaration of Trust, Dated February 11, 1991 Exhibit 11 -IAC Foreign Sea to Foreign Sea Exhibit 12 Containerization Agreement

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1. SCOPE OF AGREEMENT

The multi-employer Management group consists of the Carriers Container Council, Inc., all other multi-employer associations named herein, all named stevedores and terminal operators who are signatories to this Agreement, all entities in such categories who hereafter subscribe to this Agreement, as well as all ocean carriers who are members of the Carriers Container Council, Inc., or who may hereafter become members or subscribe to this Agreement, and the members of the other signatory associations as well as those carriers and other employers bound hereto by operation of law. Management recognizes the ILA as the exclusive bargaining representative of longshoremen, clerks, checkers and maintenance men who are employed on ships and terminals in all ports on the East and Gulf Coasts of the United States, inclusive from Maine to Texas, and the ILA recognizes Management as the exclusive employer representative in such ports or districts.

This Master Agreement on Containerization and Ro-Ro (together with the attached Appendices) is a full and complete agreement on all issues relating to the employment of longshore employees on container and ro-ro vessels and terminals in all ports from Maine to Texas at which ships of the CCC carriers and subscribers may call as well as all others described above. This Agreement as supplemented by local bargaining constitutes a complete and operative labor agreement.

The local associations who are a part of this Agreement will engage in local negotiations on those Master Contract items left open to local negotiations by the parties. Such agreements must be consistent with and will supplement the terms and conditions of the Master Agreement in the respective local ports.

2. WAGES

(A) During the term of the Agreement, there will be wage increases for all employees employed in containerization and ro-ro who on the effective date of the Agreement were being paid \$21.00 an hour.

> October 1, 1996 - \$2.00 an hour October 1, 1997 - 0 October 1, 1998 - \$1.00 an hour October 1, 1999 - 0 October 1, 2000 - \$1.00 an hour

- (B) New employees who enter the industry on or after October 1, 1996 (never having attained benefit eligibility under the terms of the present Master Agreement) shall receive \$13.00 an hour, plus an increase of \$1.00 per hour in each of the third and fifth years of the agreement.
- (C) Employees who entered the industry and were employed under this Agreement for the first time on or after January 1, 1990, shall be entitled to continue to receive their basic rate of pay as of the effective date of this Agreement plus the increases described in Section A above.
- (D) 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.
- (E) 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 recertified each two years in the case of equipment operators, clerical and maintenance employees.
- (F) 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.

CONTRIBUTIONS TO WELFARE, PENSION AND OTHER FRINGE BENEFIT PLANS

HISTORICAL REFERENCE

Fringe benefit contributions shall be increased by \$1.00 from \$8.05 per hour to \$9.05 per hour for the three year period extending from October 1, 1993 to September 30, 1996.

. . .

- (A) Effective October 1, 1996, the amount of welfare and pension contribution for each of the five (5) years of the Agreement shall be as follows:
 - Effective October 1, 1996, the amount of welfare and pension contributions for the first three (3) years of the agreement shall continue at the current rate now paid in each port or district, unless reduced by mutual consent.
 - Effective October 1, 1999, such rate shall be increased by 45¢ per hour, and effective October 1, 2000, such rate shall be increased by an additional 50¢ per hour for a total increase of 95¢ per hour.

These increases shall only be due if the parties have established a uniform health care plan by October 1, 1999 as provided in Section 20 hereof.

- (B) The amounts 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 beginning October 1, 1999, \$4.00 per hour worked in each port or district shall be allocated to the Managed Health Care Plan or Plans.
- (C) No other man-hour contributions shall be increased by any port or district other than the above except for (i) vacation or holiday contributions and (ii) the one dollar per hour benefit increase of October 1, 1993 (subject to paragraphs 14 and 20 hereof). 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.

4. FLEX-TIME

A. FLEX-TIME ON TERMINALS

- Each local port or district must institute a flex-time system at waterfront terminals on a local basis for the receiving and delivery of containers and chassis and all work associated with these functions, with the details of flex-time to be worked out on a local basis but with the following basic principles:
- For all hours worked before 8:00 A.M. and after 5:00 P.M., the wage rate shall be 1 and 1/4 times the basic straight time hourly rate; except Saturdays, Sundays and holidays when the wage rate of 1 and 1/2 times the basic straight time hourly rate shall apply.
- The minimum hourly guarantees shall begin at the time the employee begins work.
- After eight (8) hours worked in any day, the overtime rate of 1 and 1/2 times the basic straight time hourly rate shall apply.
- Starting times and meal hours are local issues.

B. SHIP OPERATIONS

- Any port or district may implement a ship or barge operation flex-time system which shall provide for flexible starting times and shift operations.
- The minimum hourly guarantees shall begin at the time the employee begins work.
- Starting times and meal hours are local issues.

5. TERM OF AGREEMENT

Term of Agreement shall be five years. The effective date of this Agreement shall be October 1, 1996.

- 1st year commencing on October 1. 1996 to September 30, 1997.
- 2nd year commencing on October 1, 1997 to September 30, 1998.
 - 3rd year commencing on October I, 1998 to September 30, 1999.
 - 4th year commencing on October 1, 1999 to September 30, 2000.
- 5th year commencing on October 1, 2000 to September 30, 2001.

6. GANG SIZE

- (A) A two (2) employee reduction in the total operation of the longshore gang for container and Ro-Ro ships shall take place on the effective date of this Agreement. An additional one (1) employee reduction shall take place effective October 1, 1998. These reductions shall be made from other than drivers and/or crane operators.
- (B) As per current Agreement, one (1) checker shall be assigned to the longshore gang.
- (C) There shall also be the same reduction in the minimum gang size for a feeder barge gang under the Feeder Barge Agreement, which agreement shall be limited to barges with a capacity of up to 350 containers.
- (D) There shall be the same reduction in the gang size under the Small Boat Agreement, which agreement shall be limited to ships with a capacity of up to 500 TEUs.

7. UTILIZATION OF WORK FORCE

Except for gang size, the provisions of local agreements relating to manning, staffing and the number and use of employees in all crafts shall be the subject of local bargaining for the purpose of improving port productivity.

8. RULES ON CONTAINERS

MANAGEMENT-ILA RULES ON CONTAINERS (As amended by Agreement of May 27, 1980) PREAMBLE

This Agreement made and entered into by and between the carrier and direct employer members of the Management Port Associations (hereinafter referred to collectively as "Management") and the International Longshoremen's Association, AFL-CIO ("ILA"), its Atlantic Coast District ("ACD"), its South Atlantic and Gulf Coast District ("SAGO") and its affiliated local unions in each Management port ("locals") covers all container work at a waterfront facility which includes but is not limited to the receiving and delivery of cargo, the loading and discharging of said cargo into and out of containers, the maintenance of containers, and the loading and discharging of containers on and off ships.

Management agrees that it will not directly perform work done on a container waterfront facility (as hereinafter defined) or contract out such work which historically and regularly has been & currently is performed by employees covered by management-ILA Agreements, including Management-ILA craft agreements, unless such work on such container waterfront facility is performed by employees covered by Management-ILA Agreements.

RULES

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other ILA crafts which was performed at deepsea waterfront facilities. These rules do not have any effect on work which historically was not performed at a waterfront facility by deepsea ILA labor. To assure compliance with the collective bargaining provisions, the following rules and regulations shall be applied uniformly in all Management Ports to all import or export cargo in containers:

DEFINITIONS

- (a) LOADING A CONTAINER—means the act of placing cargo into a container.
- (b) DISCHARGING A CONTAINER—means the act of removing cargo from a container.
- (c) LOADING CONTAINERS ON A VESSEL—means the act of placing containers aboard a vessel.
- (d) DISCHARGING CONTAINERS FROM A VESSEL—means the act of removing containers from a vessel.

- (e) WATERFRONT FACILITY—means a pier or dock where vessels are normally worked including a container compound operated by a carrier or direct employer.
- (f) QUALIFIED SHIPPER—means the manufacturer or seller having a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the export cargo being transported and who is named in the dock/cargo receipt.
- (g) QUALIFIED CONSIGNEE—means the purchaser or one who otherwise has a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the import cargo being transported and who is named in the delivery order.
- (h) CONSOLIDATED CONTAINER LOAD—means a container load of cargo where such cargo belongs to more than one shipper on export cargo or one consignee on import cargo.

RULE 3—BATCHING

When an employer-member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are stored pending their delivery to a consignee (or after being received from a shipper and while waiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the ILA or any if its crafts, such use is deemed to be batching and an evasion of these Rules in violation of the Management-ILA contracts.

RULE 4-HEADLOAD

Where a single qualified shipper sends an export container which contains all of his own cargo to a waterfront facility and such container is not full, the carrier or direct employer may load this container with additional cargo at the waterfront facility. On import cargo, the carrier or direct employer may discharge any such additional cargo and send the remaining cargo in the container to the qualified consignee. The loading or discharging of cargo at ILA ports shall be performed at a waterfront facility by deepsea ILA labor.

RULE 7-NO AVOIDANCE OR EVASION

The above rules are intended to be fairly and reasonably applied by the parties. To obtain non-discriminatory and fair implementation of the above, the following principles shall apply:

(b) Containers Owned, Leased or Used—Containers owned, leased or used by companies which are affiliated either directly or through a holding company with a carrier or a direct employer shall be deemed to be containers owned, leased or used by a carrier or direct employer. Affiliations shall include

- subsidiaries and/or affiliates which are effectively controlled by the carrier or direct employer, its parent, or stockholders of either of them.
- (c) Liquidated Damages—Failure to load or discharge a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule 1 and Rule 2 shall also be considered a violation of the contract. If for any reason a container is not longer at the waterfront facility at which it should have been loaded or discharged under the Rules, then the carrier or its agent or direct employer shall pay, to the joint Container Royalty Fund, liquidated damages of \$1,000 per container which should have been loaded or discharged. If any carrier does not pay liquidated damages within 30 days after exhausting its right to appeal the imposition of liquidated damages to the Committee provided in Rule 9(1) below, the ILA shall have the right to stop working such carrier's containers until such damages are paid.

RULE 10-CONTAINER ROYALTY PAYMENTS

The two Container Royalty payments, effective in 1960 and 1977 respectively, shall be continued and shall be used exclusively for supplemental cash payments to employees covered by the Management agreements, and for no other purpose. The remaining royalty payment effective in 1971, also shall be continued and shall be used for fringe benefit purposes only, other than supplemental cash benefits, which purposes are to be determined locally on a port-by-port basis. The Container Royalty payments shall be payable only once in the continental United States. They shall be paid in that ILA port where the container is first handled by ILA longshore labor, at longshore rates. Containers originating at a foreign port which are transshipped at a United States port for ultimate destination to another foreign port ("foreign-sea-to-foreign-sea containers") are exempt from the payment of container royalties. Container Royalty payments shall be asserted against all containers moving across the continental United States by rail or truck in the foreign-to-foreign "LANDBRIDGE" system.

Management and the Carriers agree that the payment of Container Royalties as provided in their agreements is of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then Management and the Carriers shall provide by some other form of assessment for the payment of equivalent amounts to be used for the same purposes at said Container Royalties are presently used.

9. LTL MANNING

The minimum stuffing and stripping gang shall consist of one (1) longshoreman and one (1) checker in loading and unloading containers who shall work as directed on one or more containers or trucks at any one time.

10. DRUG AND ALCOHOL ABUSE

The drug and alcohol programs now in effect in each port and district shall be continued for the term of the new agreement. In those circumstances where an employee has been terminated from the industry in accordance with any such plan during the life of the current contract and has remained 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 which must be determined locally.

- The former employee must provide proof of successful completion of a rehabilitation program resulting in the individual being drug-free for the last twelve (12) months prior to application for reinstatement.
- Reasonable criteria in each port or district shall be established under which the individual shall prove their drug-free status, including periodic testing.
- Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination.
- Once reinstated, the individual will be subject to random testing, and any further violation shall ban the employee for life.

The programs now in effect should include the following provisions:

- Any test shall allow for the splitting of the sample. In a positive test
 the employee would have the right to request a retest done at another
 approved laboratory.
- 2) The costs of performing drug and alcohol tests will be paid by the employer or the employer association.
- 3) It is further agreed that each plan may have mandatory random testing of all crafts. The terms and conditions of such random testing will be determined by the local parties.

11-12. ILA JURISDICTION OVER WORK COVERED BY THE MASTER AGREEMENT

Containerization Agreement

(A) Management hereby reaffirms that the ILA employee has jurisdiction over longshore, checker, maintenance and other ILA craft work conferred on such workers by the Containerization Agreement, set forth in the Appendix.

Clerical Work

(B) Clerks shall perform all clerical work on container waterfront facilities which traditionally and regularly has been performed by them including work related to the receipt and delivery of cargo, hatchchecking, prestow, (hatch sequence sheet) plan clerking, recording and receipt and delivery of containers received or delivered at waterfront facilities, timekeeping, location and yard work, and demurrage recording, which work shall not be removed from the waterfront facility. The input and output of information by computers related to the foregoing work functions shall also be performed by Checkers and Clerks.

New Technology

(C) Where new devices and new methods are utilized it is recognized that these make the ILA more competitive and their employer more able to provide continued employment. Management also agrees that the impact on employees of any new technology shall be the basis for prior discussions with the ILA. It is agreed that all affected employees, who held these positions which have become impacted and discontinued by technology will be afforded the opportunity for retraining at Management's expense to acquire the necessary skills for employment in this industry. Employment positions within the ILA work jurisdiction resulting from technological changes will be offered to ILA employees affected by such changes to the extent that they are able to perform such work with reasonable training. Persons trained under such a program must accept jobs so offered.

11-12. ILA JURISDICTION OVER WORK COVERED BY THE MASTER AGREEMENT (Continued)

Management shall discuss the impact of the new technology on the workforce with ILA representatives. On failure to reach agreement, the new technology shall not be placed in effect but held in abeyance for a maximum period of 60 days after either side has filed a grievance. A grievance may only be filed as to the impact of new technology on the work force including any workers who may be displaced. Any such grievance shall be filed immediately with an arbitrator with such arbitrator to be selected pursuant to the procedures set forth in section 15 of this agreement. The following time limits shall be applicable:

- Filing of the grievance and discussions thereafter for a maximum of 20 days.
- On failure to agree, an expedited arbitration will be held and a determination to be issued by the arbitrator on or before 60th day, after the filing of the grievance.
- If for any reason the arbitrator fails to issue his decision within such 60 day period then the new technology may be placed in effect by Management subject to later issuance of the arbitrator's decision which shall only have prospective effect.

Supervision and Management

(D) The ILA work described in the jurisdiction provisions of the Master Contract is to be performed by ILA workers on the waterfront facility and not by supervision or other non-bargaining unit employees.

Other Persons

(E) Except where other unions now have jurisdiction, the work of plugging and unplugging reefer containers aboard vessels is not to be performed by other outside persons such as ships crew, provided that agreement can be reached regarding minimal manning and agreed hours of ILA labor.

11-12. ILA JURISDICTION OVER WORK COVERED BY THE MASTER AGREEMENT (Continued)

Port Authorities

(F) The parties agree to the creation of a joint committee for the purpose of meeting with representatives of Port Authorities on issues of jurisdiction. The issues involved therein are covered by a letter from Management's Chairman to the ILA President of this date.

Marine Terminal Work

(G) It is recognized that the marine terminal work of the ILA crafts has traditionally been performed on pier 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.

Work Opportunities

(H) The parties agree that any chance of reacquiring the work of stuffing and stripping containers requires a dedicated work force of trained, productive workers hired at compensation commensurate with the local competition and without any restrictive rules. The parties should examine into this subject and all of its conditions.

Space Charters

(I) The ILA has the same jurisdiction over a signatory space chartered vessel as it has over any vessel operated by a CCC member or signatory. These vessels and containers owned or leased by them shall be subject to ILA jurisdiction in each and every port where their vessels may call from Maine to Texas not only on signatory ships but also on non-signatory ships on which their containers may be carried. Containers of non-signatory carriers carried on signatory ships also shall be subject to ILA jurisdiction.

13. MAINTENANCE WORK COVERED BY THE AGREEMENT

It is agreed that the jurisdiction of the ILA shall cover the maintenance of containers (which term includes chassis) at waterfront container facilities, and/or off-pier premises used for servicing and repair of containers and chassis, covered by this agreement, by ILA Maintenance in accordance with the Containerization Agreement.

Major damaged containers 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 container numbers of the major damage containers. Thereafter, it shall also report the time, place and nature of the repairs performed by ILA labor in an ILA port on such damaged containers. Such notification shall be subject to the audit procedure.

In fulfilling the above objectives, it is agreed that:

- No damaged container shall be loaded aboard ship for export except under the procedures provided below.
- No employer or carrier shall permit a damaged container to leave the compound except under the procedures provided herein.
- The employers and carriers shall not enter into any leasing agreement that circumvents the work jurisdiction of the ILA covered under this Agreement.

Determination Procedure

 An ILA/Carrier Master Contract Committee has established amended criteria attached as part of the Appendix 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 (or roadability) lanes at each container terminal.

MAINTENANCE WORK, Continued

- 2. In accordance with the criteria established in paragraph No. 1, ILA employees may designate a container or chassis which they examine and find damaged (as defined in such paragraph 1 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.
- 3. 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 paragraph 1 criteria, the container in question shall be placed back into service or repositioned as an empty.

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 Agreement. 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 this agreement. Such audit shall be available to the grievance procedure and may be used to establish compliance or the lack thereof.

HISTORICAL REFERENCE - STILL EFFECTIVE

The Carriers Container Council hereby executes the Charleston Container Maintenance & Repair Contract, effective October 1, 1980, on behalf of all of its members and agrees that an identical contract binds its members as to container maintenance and repair in each South Atlantic port. It is further agreed that the carriers shall only use vendors who have subscribed to such agreements. Fringe benefit coverage shall be under the South Atlantic Funds, including GAI, Vacation, Holiday, Container Royalty and local deepsea Welfare and Pension Funds. It is further agreed that each carrier shall execute a copy of this document.

CONTAINER ROYALTY FUND

Container Royalty Continued

(A) All three (3) dollars per ton container royalties paid pursuant to the terms of this Agreement shall continue to be paid to the various local port and district container royalty funds for the first (3) years of this Agreement. Effective on October 1, 1999, the second Container Royalty dollar shall be paid to the Managed Health Care Trust Fund created by paragraph 20 hereof to be used exclusively for the purpose of funding the uniform managed health care program therein described.

Maximum Payments

(B) The maximum Container Royalty contribution which shall be made by the carriers in each contract year during the first three (3) years shall not exceed 50 million tons per contract year. In the fourth year of the Agreement, effective October 1, 1999 and thereafter, the maximum cap shall not apply to the Second Container Royalty dollar which shall be used for health care purposes to its full extent. As to the first and third Container Royalty dollars, 25% of any sums collected during the contract term which exceed 50 million tons per contract year shall be distributed for supplemental cash benefit purposes.

Second Container Royalty Dollar

Effective October 1, 1999 the use of the Second Container Royalty dollar which shall be continued in the South Atlantic and in the West Gulf for the first three (3) years of the contract shall be discontinued for such purposes as of October 1, 1999. The 1993 dollar, which is now being used for welfare purposes, as well as other fringe benefit amounts, shall be transferred for use as a substitute for the Second Container Royalty dollar in such port areas. The effect thereof shall be that on and after October 1, 1999, the Second Container Royalty dollar shall be used exclusively for health care purposes in all ports and districts covered by this Agreement. Either the South Atlantic or the West Gulf may determine to continue to use the Second Container Royalty dollar in the fourth and fifth years of this agreement for present purposes. In the event that either or both such areas make such a determination, each must pay the equivalent of said second Container Royalty amount, in total dollars, out of its hourly assessments to the Trustees of the Managed Health Care Plan. The Trustees in each port or district involved shall remit monthly payments and reports so that by the end of each of the fourth and fifth contract years, the Managed Health Care Plan has

14. CONTAINER ROYALTY FUND (Continued)

received the same amount that it would have received had the second Container Royalty payment been made to such plan. In the event that there is a deficit in any such plan created by unforeseen events, application may be made to the Trustees of Container Royalty Fund #4 to make up any such deficit from funds collected from cargo that had moved in the affected ports or districts. The Trustees of such fund shall act only if there is a need for such funding.

Second Container Royalty Dollar Defined

(D) The total royalty contributions to be made to the fund provided in (A) above shall be \$1.00 per weight ton of containerized cargo (with lesser amounts from cargo described in the Stein Award as not being fully containerized) plus the hourly contribution which shall be used for the purposes of the managed health care systems and \$2.00 per weight ton to be used for supplementary cash payments to employees (all of which is subject to the provisions of the Stein Award and to accommodations elsewhere provided herein.)

Limitation on Payments

(E) The benefits provided by the above funds shall be limited to persons and entities who have subscribed to and agree to be bound by this agreement with the joint consent of Management and the ILA. No container benefit shall be paid to an employee during any year which shall exceed a maximum payout of \$15,000 per employee per year. Employees who enter the industry after October 1, 1996, may be entitled to container royalty benefits if they have at least three qualifying years. Such men shall not receive more than \$7,500 in any year in which they receive a benefit, as such benefits are determined to be payable by the local parties. Any excess over the \$15,000 or \$7,500 generated in each year shall be paid as determined by local container fund Trustees with appropriate trust amendments as may be required, to employees other than whose who have been paid the maximum benefits.

7/21/18 charact

Dispute Resolution

(F) Any dispute arising among any of the Container Trustees of the (i) Carrier-ILA Container Freight Station Trust Fund; (ii) Carrier-ILA Container Royalty Fund; and (iii) Managed Health Care Trust Fund appointed pursuant to any of the Trusts created under this agreement shall be referred to the arbitration procedure created under the terms of said Trusts. The said

14. CONTAINER ROYALTY FUND (Continued)

Trustees shall also enforce the collection of any and all assessments provided under this Agreement and all carriers, employers, ILA locals and officials, all port associations or district associations, all local or district trustees, all beneficiaries and any and all other persons claiming any rights or benefits under any Fund shall be bound by the terms of any directives or awards issued by said Trustees, which shall have the full force and effect of arbitral awards and which shall be enforceable in the same manner.

Benefits Limited to Subscribers

(G) No person or any entity, corporation, partnership, individual or otherwise, unless they or any other entity or local union which represents them, has subscribed to and agreed to be bound by this agreement with the joint consent of the CCC and ILA, shall have any right to any benefit flowing from this section of the Agreement.

If any port which is not a party or subscriber to the Agreement as of the date hereof, later applies to the Trustees for inclusion in the Managed Health Care Plan, the Trustees shall determine the amount of contribution required by such port as well as the level of benefits to be granted to the employees. The determination of the Trustees as to the inclusion or exclusion of any port shall be final and binding. In the case of the port of Tampa, the benefits may be fixed on the same basis as applies to any other South Atlantic port on the basis of full compensation being made from the South Atlantic portion of Container Royalty #4.

Separation Clause

(H) Should any provision of this Agreement or any Trust Agreement created hereunder be voided or otherwise be held to be unenforceable by any tribunal of any kind, then the parties hereto shall immediately meet for the purpose of substituting provisions designed to accomplish the same purposes. Any disagreement under this provision shall be arbitrable hereunder.

Container Royalty #4 Discontinued

 The 75¢ per ton Container Royalty (Container Royalty #4) is eliminated, effective October 1, 1996.

14. CONTAINER ROYALTY FUND (Continued)

Container Freight Station Continued

(J) The Carrier-ILA Container Freight Station Trust Fund is continued with the same contribution of 30¢ per weight ton as is presently paid. This periodic distribution of the amounts to be paid therefrom, and the purposes thereof, shall be determined solely by the Trustees of this Trust Fund.

Report of Income and Tonnage

(K) Each port or district Container Royalty Fund shall be required to report to the Trustees of the Carrier-ILA Container Royalty Fund on a basis of not less than once each quarter the total income from each port or district's Container Royalty on a tonnage and dollar basis.

Such information shall be supplied on uniform forms made available by said Trustees to each port or district fund. The required reports shall be supported by annual certified public accountant reports in the form now issued by such funds' certified public accountant.

STEIN AWARD

(Original Container Royalty - "Stein Award")

In the Matter of the Arbitration between
NEW YORK SHIPPING ASSOCIATION
and
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION

AWARD

The Undersigned, constituting the Board of Arbitration created pursuant to Paragraph 13 of the Memorandum of Settlement entered into by the parties above-named on December 3, 1959, for the purpose of arbitrating disagreements between them as to Paragraph 8(b) of said Memorandum of Settlement, have heard the allegations and received the witnesses and proofs, and make the following Award:

 The following is the action of a majority of the Board, Mr. Gleason dissenting: on containers which are loaded or unloaded away from the pier by non-ILA labor, the amounts set forth below shall be paid into a fund as provided by Paragraph 10 of said Memorandum of Settlement:

- a. On conventional ships, thirty-five (35) cents per gross ton.
- On partially-automated ships (conventional ships converted for handling vans and containers) where not more than two hatches have been converted for the handling of containers, seventy (70) cents per gross ton.
 - c. On partially-automated ships (conventional ships converted for handling vans and containers), where not more than forty (40) per cent of the ship's bale cube has been fitted for containers, seventy (70) cents per gross ton.
 - d. On ships where more than two hatches have been converted or fitted for the handling of containers, or where more than forty (40) per cent of the ship's bale cube has been fitted for containers, one dollar (\$1.00) per gross ton.
- The following is the action of a majority of the Board, Mr. McCarthy dissenting: The payments set forth in Paragraph 1 above shall be retroactive to July 1, 1960.
- 3. The following is the unanimous action of the Board. The payments set forth in Paragraph 1 shall continue for the duration of the current collective bargaining agreement between the parties. However, on or after October 1, 1961, the parties shall have the right to seek adjustments on the rates of payment upon the ground, in the case of the International Longshoremen's Association, that there has occurred a substantial increase in the impact of containers upon employment opportunities, or, in the case of the New York Shipping Association, upon the ground that there has been no or a substantially decreased impact of containers upon employment opportunities. In the event that the parties shall fail to agree upon a revision, if any, in the rates of payments, the matter shall be treated like a grievance arising under their collective bargaining agreement.

November 16, 1960 EMANUEL STEIN, Chairman F. M. McCARTHY THOMAS W. GLEASON

GRIEVANCE PROCEDURE

(A) Local Level

All disputes under the Master Agreement involving Containerization, and Ro-Ro, including interpretations of the said Master Agreement, shall be heard initially by the Local Industry Grievance Committee ("LIGC") which shall consist of the following: three (3) Management representatives: (i) a representative of the Carriers Container Council; (ii) a representative of the local port association where the dispute arose; and (iii) a local stevedore/or terminal operator; 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.

(B) Appellate Level

Where there is a failure to render a decision on the local level or where a party desires to appeal any decision rendered on the local level, such cases may be referred to the Industry Appellate Committee ("IAC").

(C) Appeals From A Decision of the LIGC

Appeals from the decision of the LIGC must be taken within twenty (20) days after a decision has been reached and the parties notified or within twenty (20) days from the deadline referred to in Paragraph 15(A) for the LIGC to reach a decision.

(D) Appeals Form

All appeals must be taken on an appellate form prepared by Management and the ILA.

(E) IAC

The IAC shall be comprised of sixteen (16) representatives of Management and sixteen (16) representatives of the ILA.

- (F) The President of the ILA shall be Co-Chairman of the Union members of the IAC and the Chairman of the CCC shall be the Co-Chairman of the Management members of the IAC.
- (G) Either Co-Chairman may call the IAC into session on short notice by telephone with fax confirmation to the other Co-Chairman and Executive Secretary.

15. GRIEVANCE PROCEDURE (Continued)

- (H) The Co-Chairmen may agree between themselves in special cases to call into session an IAC meeting with less than sixteen (16) members on each side provided that not less than six (6) such members on each side including the Co-Chairmen are convened to hear and determine a dispute. The IAC may hear and determine a dispute by telephone or video-telephone conference on the request of either Co-Chairman.
- (I) Decisions by the LIGC and the IAC shall be rendered by a majority vote thereof. Decisions by the IAC shall be final and binding and shall constitute an enforceable award.
- (J) Charges of alleged violations of this Agreement involving more than one port shall be referred directly to the IAC for a final determination.
- (K) If after due and timely notice, either party fails to appear at a meeting of the LIGC or IAC, then the other party may proceed and hear the matter and issue a decision unilaterally.

(L) Arbitration

(i) Regular

If the IAC shall be unable to resolve matters referred to it, the Co-Chairmen shall seek to select an arbitrator immediately after the IAC deadlocks. If no such selection is made immediately (on the same day as the deadlock), within a ten (10) day period either party may refer the matter to the arbitrator next in line who is available (in accordance with the selection system).

Within thirty (30) days after this Agreement is effective, the Co-Chairmen shall seek to provide for a panel of at least five (5) and no more than ten (10) named arbitrators who shall serve as the permanent arbitrators of the IAC during the term of this contract. The Volunteer Labor Dispute Procedures of the American Arbitration Association then in effect shall be utilized in such selection process.

An arbitrator shall be selected by the Executive Secretary pulling the name of the arbitrator by lottery. The first available arbitrator shall hear and determine the first dispute. After the first selection and thereafter, the lottery shall only include the names of the remaining arbitrators until all arbitrators have been selected in order of their being drawn. For each selection, arbitrators shall be listed in the order of drawing so that the arbitrator first indicating his availability shall be given the assignment. The Co-Chairmen are hereby authorized to oversee such selection and to exercise their discretion in such selection process.

15. GRIEVANCE PROCEDURE (Continued)

(ii) Expedited

- (a) Any party to this agreement may, with respect to any grievance, dispute, complaint or claim arising out of or relating to the agreement at any point waive any and all preliminary steps of the grievance machinery and submit the matter to arbitration ("expedited arbitration") at any time after a matter has been considered by the Co-Chairmen. Such requests shall be made in writing by the President of the ILA or the Chairman of CCC, as the case may be, or their designees. Such writing may be by telegram or a letter hand delivered to the office of the other party. Telephonic or telephonic notice shall be given at the same time to a member of the panel who shall immediately thereafter (and not later than 24 hours after receipt of such notice) convene an arbitration hearing at such place as he shall determine, including the work place where the dispute arose.
- (b) In the event any party fails to appear at any arbitration including an expedited arbitration hearing, the party failing to appear shall be deemed to have waived its right to contest its non-participation, and the arbitrator shall proceed forthwith to determine the issue.
- (c) In an expedited arbitration the arbitrator shall issue a short form award at the end of the hearing unless the time to render an award is extended by mutual consent. The arbitrator shall have the right to issue a more detailed decision within 30 days after the rendition of such short form award setting forth the reasons for his award. As to all other arbitrations, the arbitrator shall issue his award as expeditiously as possible. If an award is not rendered within 30 days (unless both parties agree to extend such time period) either party shall have the right to terminate the services of that arbitrator and he shall be replaced in accordance with the procedures set forth in the arbitration article. If the arbitrator is disabled and is thereby prevented from rendering a decision within 30 days, or if he fails to render a decision within 30 days, the parties shall refer the record and briefs to the next arbitrator for decision unless either party objects to such procedure, in which event a new and expedited hearing shall be held.

15. GRIEVANCE PROCEDURE (Continued)

(M)(1) Regular Meetings

The IAC also shall meet regularly at least three times per year to review the implementation of the Master Agreement and the objectives of both parties to develop a dynamic growth-oriented industry that addresses job opportunities for the work force through competitive and efficient utilization of manpower to meet the needs of the industry. The Co-Chairmen shall fix the date, place, and time of such meetings.

(M)(2) Industry Resource Committee

The Management - ILA Industry Resource Committee consisting of six (6) representatives on each side appointed by each Co-Chairman shall continue in effect for the purpose of considering major industry problems which require consideration for the benefit of Management, the ILA and the employees and which shall serve as a Master Contract planning committee to perform the same functions heretofore performed by the Resource Committee and to consider such agendas as may be brought before them by an agreement of the Co-Chairmen.

(N) Right to Strike

The ILA shall have the right to refuse to render service to any carrier or direct employer who fails or refuses to abide by the final decisions of the LIGC (if not appealed) or IAC after having been found to have violated any provisions of the Master Contract 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.

16. SUBSCRIPTION AND SIGNATORIES

- (A) If any Carriers do not subscribe to this Agreement or if any employers of employees covered by this Agreement do not so subscribe, the ILA shall have the right not to work on the loading and discharging of their ships, or terminal, or any work ancillary thereto.
- (B) No person or entity shall have any right to any part of any benefit flowing from this Agreement unless they, or any entity or local union which represents them, has subscribed to and agreed to be bound by this Agreement. Such subscription shall only be accomplished after the joint consent of CCC and ILA as to persons not named in this Agreement or who are not members of any of the named associations. No assessment for fringe benefits or any other expense shall be imposed upon the Carriers, or any of them, by any entity, Management, Labor or Joint, which is not a named party to this agreement without the prior written authorization of Carriers Container Council, Inc.
- (C) No change in any fringe benefit assessment by any port or district will be made without prior consultation with the Carriers Container Council, Inc. and the ILA.

17. BALANCED WORK FORCE

The termination of GAI is an issue for local bargaining. Both parties shall encourage the elimination of this practice by providing for the inducement set forth in paragraph 18 below "Inducement".

18. INDUCEMENT

Any port which is actually paying GAI and which discontinues such GAI program shall be paid an inducement of \$1.00 per container ton worked in such port in the year October 1, 1995 to September 30, 1996, which amount shall be paid from the Carrier-ILA Container Royalty Fund (CR # 4).

This amount of money shall be used for assistance in discontinuing such program on any terms agreed to locally. The inducement shall only be paid when the local parties have agreed on discontinuance prior to September 30, 1996. Such discontinuance must be fully effective January 1, 1997.

HOURS OF WORK

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.

Hours

- (a) The regular or normal working day shall consist of eight (8) hours from 8 A.M. to 12 Noon and from 1 P.M. to 5 P.M., and the regular or normal working week shall consist of forty (40) hours made up of five (5) regular or normal working days from Monday to Friday, inclusive. Men shall work any night of the week or on Saturdays, Sundays or Legal Holidays, when required. On Saturday night, work shall be performed only to finish a ship for sailing on Sunday, or to handle mail or baggage.
- (b) Meal hours shall be from 6 A.M. to 7 A.M., from 12 Noon to 1 P.M., from 6 P.M. to 7 P.M., and from 12 Midnight to 1 A.M.

No work shall be performed during meal hours, except on arrival or sailing days, or to complete discharging or loading a hatch within the meal hour, or by mutual agreement between the parties hereto in the event of other emergencies.

FRINGE BENEFIT PROGRAMS

A. Managed Health Care Trust Fund

The parties hereto hereby agree to the creation of a Managed Health Care Trust Fund which shall be administered by an equal number of Management and ILA Trustees with five (5) Trustees appointed by CCC, one (1) Trustee appointed by New York, two (2) Trustees from a group including Boston, Philadelphia, Baltimore, and/or Hampton Roads, one (1) Trustee by the South Atlantic, one (1) by Southeast Florida, one (1) Trustee by New Orleans and one (1) Trustee by the West Gulf as employer representatives and an equal number of 12 Trustees appointed by the ILA.

B. Funding

The above Managed Health Care Trust Fund shall be initially funded by a \$30 million contribution made by the Trustees of Container Royalty #4 and annually thereafter by the \$1.00 per ton Second Container Royalty and the hourly contributions provided in paragraphs 14 and 3(B) above as well as such other funds that may be agreed to from time to time by the parties hereto. Such contributions shall be placed in such fund not later than October 1, 1999 for use by the Trustees in funding the uniform health care system provided for below.

C. Standards of Managed Health Care

The Trustees shall give to each port or district plan the defined contribution standards for managed health care programs which must be placed in effect by October 1, 1997, by all local industry welfare programs in order to be entitled to receive contributions from the managed health care trust fund provided above.

D. Retirees and Pharmaceuticals

The Trustees shall immediately establish standards under which all retirees age 65 or over may enroll in a Medicare Risk HMO program. A national pharmacy benefit program applicable to all plans covering Master Contract employees and retirees shall be placed in effect as soon as possible. In order to avoid a duplication of benefits, pharmacy benefit programs shall not be provided to active employees and/or retirees who receive pharmacy benefits under the terms of an HMO or Medicare Risk HMO program.

20. FRINGE BENEFIT PROGRAMS (Continued)

E. Plan Eligibility

Eligibility for health care benefits, and for any other welfare benefits, under each port or district plan shall require work hours in each year of the first three (3) years of the collective bargaining agreement at a level not less than the current level in each port or district with an option to increase such levels on a local basis.

In the forth and fifth years, the Trustees of the Managed Health Care Trust Fund shall establish a system of eligibility for benefits which will provide at least 1000 hours for full benefits.

F. Tiered Benefits and Credits

The Trustees of each port or district health care program may also provide for a tiered system of reduced benefits to employees who have worked at least 700 hours but less than the hours established above for full benefits. Limited credit for compensable injury, illnesses covered by a local port health care program and/or because of a non-permanent total disability shall be established by the trustees of each port or district plan.

21. NEW ACCOMMODATIONS

Each regional accommodation in effect on November 29, 1995 shall continue in effect if it is a part of the Appendix which is attached to this Master Agreement. Any provision or accommodation contained in any local agreement which as of November 29, 1995 provides benefits more favorable to Management than those provided in the agreement shall continue in effect for the term of this agreement. On and after the effective date of this agreement, any further accommodation relating to containerization and ro-ro shall only be placed in effect if it is agreed to by the Chairman of the Carriers Container Council, Inc. and the President of the ILA and such action has been ratified by a meeting of the IAC first held immediately following the agreement between these two officers. Such new regional accommodation must meet the following principles:

- (A) The accommodation must be one which is absolutely essential to the preservation of the existence of the ILA workforce in the Port or District involved.
- (B) The accommodation does not impact any of the benefit funds unless the parties at the same time agree to a reduction of benefits. In no event may such regional accommodation prevent the Port or District from making required contributions to the uniform health care program.
- (C) Such regional accommodation may be adopted by the Port or District immediately adjacent to the Port or District in which the accommodation has been made only upon the approval of the Co-Chairmen and the IAC.
- (D) Such accommodations shall be available to employers and carriers in other ports similarly situated only with the approval of the Co-Chairmen and the IAC.
- (E) In the event any new accommodation is placed into effect without following the procedure set forth in this document, then and in that event, the guilty party or parties shall be subject to the payment of liquidated damages which shall be determined by the IAC, or on failure to agree by the IAC, by an arbitrator acting pursuant to the terms of this agreement.
- (F) Any accommodation given by the ILA to any employer or carrier (whether new or part of prior agreements) on or after November 29, 1995 may be placed in effect by any employer or carrier similarly situated.
- (G) The Co-Chairmen and the IAC shall have full power and jurisdiction to enforce and interpret these provisions.

22. NO-STRIKE CLAUSE

- a) During the life of this Agreement, Management agrees there shall be no lockouts or work stoppages by the employers but this shall not be construed to mean a lay-off of employees due to business conditions and the ILA agrees there shall be no strikes or work stoppages by the employees; provided, however, that this section shall be subject to the terms of the Agreements on Containerization.
- b) The right of employees not to cross a bona fide picket line is recognized by Management.

23. TRAINING

- (A) The Carrier-ILA Container Freight Station Fund shall continue in effect.
- (B) The Carrier-ILA Container Freight Station Fund shall continue to provide funding for training purposes to the extent that any funding remains after payment for the support of Container Freight Stations.
- (C) Training programs in each Port or District shall be operated under guidelines approved by the Trustees of the Carrier-ILA Container Freight Station Fund and shall be funded primarily by funds generated in each Port or District before application is made to the Container Freight Station Fund Trustees.

24. MAINE TO TEXAS

The ILA's Master Contract jurisdiction continues on a multi-port bargaining unit basis covering all ports from Maine to Texas at which ships of the CCC carriers and subscribers may call.

* * *

(26469)

Dated: MOVEMER 1996

SHIPPING ASSOCIATION

Win Niemand

CARRIERS CONTAINER COUNCIL, INC.	INTERNATIONALLONGSHOREMEN'S ASSOCIATION, AFL-CIO
By David J. Tolan	By John Bowers John Bowers
NEW YORK SHIPPING ASSOCIATION, INC.	Al Cernadas Executive Vice-President
By James A. Capo	By Robert E. Gleason Secretary-Treasurer
BOSTON SHIPPING ASSOCIATION, INC.	By Benny Holland, Jr. General Wice President
By Olyn Frizelle Alfred Frizelle	By Armer Tonas Lo Frank Vonardo General Organizar
HAMPTON ROADS SHIPPING ASSOCIATION	Gerald Owens Assistant General Organizer
By Care Diging Roger Giesinger	
NEW ORLEANS	PHILADELPHIA MARINE

TRADE ASSOCIATION

Uwe Schulz

SOUTH ATLANTIC EMPLOYERS NEGOTIATING COMMITTEE	SOUTHEAST FLORIDA PORT EMPLOYERS ASSOCIATION
By James Lamb	By R.O. White
STEAMSHIP TRADE ASSOCIATION OF BALTIMORE By Maurice Byan	WEST GULF MARITIME ASSOCIATION By Walter Niemand
CERES TERMINALS By Christos Kritikos	By Heory 12 George Brown
By James Wells	OPERATING CO. By James Field
MAHER TERMINALS By M. Micen Moeler M. Brian Maher	STEVEDORING SERVICES OF AMERICA By Jake Coakley Jake Coakley
STEVENS SHIPPING & TERMINAL COMPANY	UNIVERSAL MARITIME SERVICE CORP.
By Ben Morcer (26469)	By Onthony Petrizzo Anthony Petrizzo

MAJOR DAMAGE CRITERIA FOR CONTAINERS

As provided in paragraph 13 of the Master Agreement, the following is a definition of the enterna adopted by the ILA/Carrier Master Contract Committee for a container with major damage. Nothing herein contained shall be deemed to limit the work jurisdiction of the ILA in accordance with the Containerization Agreement.

The definition of a container having major damage shall be any container or container component which causes the loss of structural integrity to a point in which it creates an unsafe condition.

Major damage to the following critical component connections shall constitute loss of structural integrity and shall be considered an unsafe condition:

- Bottom rail to corner post severed
- Top rail to corner post severed
- 3. Top comer fitting to corner post severed
 - 4. Bottom corner fitting to corner post severed

The above discernible major damage is supplemented by the following, any of which is considered major damage.

Connection	Description
Top rail to corner post	Torn or cut so as not to fit into a container cell or so it cannot be lifted by a container spreader
Bottom rail to corner post	Torn or cut or bent out of alignment to the extent that it can not fit into a container cell
Top corner fitting	Cracked weld, cracked fitting
Bottom corner fitting	Cracked weld, cracked fitting
Sidepost to top rail (aluminum)	3 or more adjacent posts cut or missing from bottom rail, provided that posts are clear cut
Sidepost to bottom rail (aluminum)	3 or more adjacent posts cut or missing from bottom rail, provided that posts are clear cut
Sidewall to bottom rail (steel)	Horizontal cut more than 22" at one point or more than 15" at endframes
Sidewall to top rail (steel)	Horizontal cut more than 22" at one point or more than 15" at endframes
Sidewall to corner post	Cut more than 10" at any point, and out of alignment so as not to fit in a container cell
Crossmember to tee clip	4 or more adjacent severed at any point
Tee clip to bottom rail	4 or more adjacent severed at any point
Front wall to endframes	Cut more than 25" at any point
Door lock rods	Only if door cannot close and stay closed properly
Door hinges to endframes	Severely cracked or damaged preventing the door from closing properly
Roof top to top rail	Cut or severed more than 48"
Roof to headers	Cut more than 15°
	2

Connection	Description
Roof bow to top rail	4 or more adjacent bows disconnected
Corner posts	Dent at corner radius more than 2" deep by more than 10" long
Top rails	Any vertical tears or cuts that are greater than 30% of the rails section
Bottom rails	Any vertical tears or dents that are greater than 30% of the rail section
Major structural damage	Container out of cube so as not to fit in slot or cannot be lifted by a container spreader

Normal wear and tear, holes and dents or compression lines do not cause a loss of structural integrity and, therefore, do not constitute major damage or an unsafe condition.

However, the above does not constitute the removal of roadability and FWHA inspections presently performed by ILA maintenance men or otherwise limit the work jurisdiction of the ILA in accordance with the Containerization Agreement or the Master Agreement.

Major Damage Criteria for Chassis

Component Part Type Damage

Brakes Missing components including air lines and

chambers, lining worn less than 1/4" at centers

Broken wheel studs More than one stud broken or missing

Oil seals Leaking

Sevenway Plug Receptable missing, broken or inoperative

Landing Legs Bent or bowed to the point of being inoperative

Suspension Components missing or damage beyond useful function

Axles So far out of alignment as to cause unsafe tracking

Twistlocks Inoperative or missing handles

Front lockpins Inoperative or missing handles

Bolsters Bent to the point of not accepting a container and

allowing the container to be locked down

Frame Cracked welds at critical points such as gooseneck to

frame rails, frame to bolsters, frame to leg mounting

boxes and frame to suspension points.

ICC Bumper Missing, if required by original equipment manufacturer,

or so severely damaged or bent so as not to function as

a bumper. To comply with Federal regulations

All deadline chassis must have deadlining reason clearly stated on the TIR and the unit clearly tagged before the carrier will accept it as a deadline.

Agreed to at New York NY this	39 day of <u>August</u> , 1998.
CARRIERS CONTAINER COUNCIL, INC.	INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO
DV. Sande Window	BY: QC. Bush

President

Chairman

INDEX TO SUPPORTING DOCUMENTS

TAB		PORT
1.		BOSTON
2.		NEW YORK
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4.		BALTIMORE
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7.		SEFEPA
8.		GULFPORT
9.	100	NEW ORLEANS
10.		WGMA

Jescription of Accommodations In Effect

lantificação	COLUMN COLOMBA	(halidaya)	Syapateon 30	Starting Times	elathers & Lathing	Guig Sid	n Combination SuperOperation	Swiffing & Straping	Other 1
Philadelphie	\$1.05 per ten on Dole/Chiquita proprietary cargo.	Only 7 paid holidays. 1 % ST day when work on 7 holidays. No holiday payout.	\$3,40 per hour for each hour worked for vacation benefits only.	1) 3 eight-hour starting times for terminal; Monday to Friday. 21 Allows set-backs Mondays & halidays. No penalty to 0530. 3) Automated container vessels can start anytime between 0700 and 0100 AM on the hour. OT after 5 PM.	1) No lashers on ships with automatic twist looks. 2) Geng is 4 men with 1 foreman, staggered start. 3) ATL and Re-Ro vessels have special rules (4 merul 1 foreman). 4) Dismissal w/o detention; rehire w/4 lif. minimum.	1) Wilmington has 17 + 1; includes 2 crane operators and 6 hustler drivers.	1) Ships with general cargo & containers are handled as breakbulk. 2) Terminals with non-con'd and cont'd; there is the "2 hour rule;" breakbulk rate if less than 2 hrs. container work. 3) Full container vessels, 1 gearman per cassel, 1 gearman per cassel, in cange oper, in gang.	1) Wilmington – inside terminal, 5&5 is done by ILA Local 1694-1:	1) GAI was suspended, 2) Gate will be handled by vessel if 5 or less containers. 3) OT paid on Set, Sun & holidays efter 1700.
New York	See etteched Jan. 17, 1996 listing.								
Baston	None	None	None	None	None	None	None	None	Nene
Hampton Rds.			*		- di				
Guliport	1) \$1.05 per ton for fruit. 21 ABC; \$1.05 per ton per local agreement. 3) Other than fruit & ABC, it is \$3.00 per ton. 4) S/S operations payment of cont. royalty depends on whether automated wages are paid.		1) 48,155 per manhour for fruit. 2) 49,415 per manhour for non- fruit.		1) No lashing gang, the lashing is done-by regular gang per-local agreement.	1) Twenty-one men, including supervision, clerks, checkers and equipment apelators. 2) Two gamps employed: use 1 utility man 3) With Flo/Re vessels, gang is 13 men, including evaryone. If 2 decks being worked, add 4, including a checker.	1) Conteiners on vessals loaded with non-pantry devices are covered by breakbulk provision in contract.	1) If automated wages paid, no royalty is paid; if werehouse wages paid, conf. roy. is paid.	

yscription of Accommodations In Effect as of November 29, 1995

-	6.163 AA		fall Holdov Pay	A filling System of Transcripts Ay			Tarible School Services		WAN.
Haltimore	The acc streight	ommodation in B time rate of pay.	altimore involves the the guarantee, over	Intermedal Conteiner Ti time, starting times, men	ensfer Facility ("Rail Y of period, manning and	ard*I at the Seagirt Ma other miscellaneous cl	vice Terminal. The term auses.	a included changes al	lecting the
Charleston	\$2.00 per ton lPuerto Rican bresk)	Hone	Norse	None	See next column	1) Adhere to the Small Boat Agreement. 2) Barge gang is 12 men, 11 lengshoremen and 1 header; gang performs leahing.	Conventional ships with 60 containers or less shall be handed by general cargo gang. Will hand a all work, including lashing.	Norm	
Jacksonville JMA/Cooper T, Smith & ILA Locals 1408 & 1593 (berges)	\$2.00 per ton (Puerto Rican breek)	None	None	1) Four hour minimum with 4 hour call back after 1st meal and 2 hour callback after 2nd meal. 2) Gang set back to next starting time if non-arrival two hours before original starting time.	None	Minimum of 12	3) Versel operations and terminal work can use loss labor.	None	11. Breakbulk rates. 21. Time worked before 8 A.M. and after 5 P.M. Monday - Friday receives a \$2.00 an hour differential.
Sevenneh GSA and ILA Local 1425 (effects only transhippped containers and domestic containers on barges)	\$2,00 per ton (Posito Rican break)	None	None	1) Orders may be cancelled if the mother ship falls to urrive. 2) Chief clerk will perform pressembly one hour prior to the starting time.	1) The 12-man gang does all the lashing.	1) 12-man gang with 1 header and 11 longshoremen. 2) 2 clerks, one chief clerk and one field clerk.		None	Four hour guarantees, with a 2 hour guarantee after returning from lunch.
New Orleans	See attached street for summary of existing accommodations.								

)scription of Accommodations in Effect as of November 29, 1995

Prator	in transitions	E(enoxy)	Anemico (A Jelo (day, Any	Steeling Thate	desires & cashing	On the second	Supulgation	Stefan & Stroppy	ather *
SEFEPA The contracts are attached.	1) \$1,05 per ton on exports to Caribbean & surrounding areas. 2) \$.55 per ton for local home base carriers competing with non-ILA.	Payouts for vacation and holiday are based on \$15 per hour.	Payouts for vacation and holiday are based on \$18 per hour	None	None	None	None	Wages 11 Warshouse Labor & Clerks Wage - \$14.75 Fringe - \$.80 Annuity25	On small boots, "Wages" are the same as those set forth in adjoining column, except the annuity is 50¢ per hour.
WGMA	See attached sheets for a listing of existing accommodations.		10 7	11	1				
Wilmington	\$2.00 per ton (Puerto Rican break)	None	None	None	None	None	None	None	None

(10094)



The BOSTON SHIPPING ASSOCIATION, Inc. Charlestown Newy Yard, 33 Third Avenue, Sulie 1, Boston, MA 02129-4515 Telephone (617) 242-3303, FAX (517) 242-4546

January 10, 1996

Donald Schmidt, Executive Director Carriers Container Council, Inc. One Evertrust Plaza Jersey City, N. J. 07302

Dear Mr. Schmidt:

This letter will answer the questions concerning the effect on local benefit finances if the 1994 wagebenefit dollar was eliminated and what accommodations exist in the Port of Boston.

The BSA and the Boston ILA agreed to establish an "annuity" type pension fund and to finance that benefit with the 1994 wage dollar. The fund is known as the "BSA-ILA Retirement Account Fund" Each participant has an account which is funded by a one dollar contribution for each hour worked by the participant.

The effect of rescinding the 1994 wage dollar would be to freeze the account for each participant.

The dollar was not directed to any other fringe benefit fund.

Further, the BSA and the ILA have not agreed to an accomodation on the Master Contract.

Accordingly, there are no accomodations in the Port of Boston.

Sincerely,

THE BOSTON SHIPPING ASSOCIATION, INC.

Alfred E. Frizelle Executive Director

AEFI

ACCOMMODATIONS

The Feeder Barge Agreement of January, 1987

This agreement applies only to non-self-propelled feeder barges carrying less than 350 containers between New York and Boston and intermediate ports.

It sets gang size in such circumstances at 14 men, including the foreman and two drivers.

Other Barge Accommodation

Under a 1991 Contract Board decision, the following gang sizes were set for barges moving cargo within the Port of New York & New Jersey (basically, the Red Hook-Port Elizabeth barge service, handled by ILA at both ends, set up to help alleviate access problems caused by highway congestion near Red Hook):

When 80 or less containers are handled, gang size shall be 8 men plus drivers.

When 81 or more containers are handled, gang size shall be 11 men plus drivers.

Coffee/Cocoa/Lumber/Steel

At 23rd Street in Brooklyn, coffee/cocoa is discharged by ILA deepsea longshoremen from vessel to a point of rest on the terminal. It is then handled by ILA warehouse labor to final point of rest. Delivery of said cargo to truck is also done by warehouse labor.

This operation may be extended to Pier 6/7 Brooklyn during 1996.

In Newark, a similar arrangement exists for lumber and steel.

Waterman Agreement

The gang size was reduced in 1994 for Waterman operations to 11 longshoremen, I foreman, 1 checker and no staff, from 14 longshoremen, 1 foreman, 1 checker and staff.



NEW YORK SHIPPING ASSOCIATION, I'

80 BROAD STREET . NEW YORK, N.Y. 10004 . (212) 747-3700

February 4, 1987

Mr. Thomas W. Gleason, Pres. International Longshoremen's Association, AFL-CIO 17 Battery Place New York, N.Y. 10004

Dear Mr. Gleason:

Enclosed please find a copy of the January 30, 1987 agreement between NYSA, Boston Shipping Association and the International Longshoremen's Association, AFL-CIO and its Constituent Locals, signed by all the parties.

Sincerely,

Anthony J Nozzoli

AJT: jk

cc: NYSA B/D

R. H. O'Neill

C. P. Lambos, Esq. T. W. Gleason, Esq.

AGREEMENT BETWEEN

NEW YORK SHIPPING ASSOCIATION, BOSTON SHIPPING ASSOCIATION and

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

WITNESSETH:

WHEREAS, the parties entered into a Barge Agreement dated May 27, 1980, and

whereas, the parties hereto desire to amend the size of the longshore gang to be employed in working non selfpropelled barges carrying containers between the Port of New York and Boston as well as any intermediate ports,

NOW THEREFORE, it is agreed as follows:

- 1. The size of the longshore container gang to be employed when working a containerized non self-propelled barge shall be 14 men, including the foreman and two drivers. Any extra drivers shall be additional to such number.
- 2. This Agreement shall apply only where the number of containers on such non self-propelled are less than 350 containers. It shall only apply to movements between New York and Boston and ports intermediate thereof.
- This Agreement shall be reviewed as of September 30,
 1987 to determine whether further reductions are warranted.

IN WITNESS WHEREOP, the parties hereby have set their hand the day and year first above written.

NEW YORK SHIPPING ASSOCIATION, INC.

INTERNATIONAL LONGSHOREMEN'S

ASSOCIATION, AFL-CIO

BOSTON SHIPPING ASSOCIATION, INC.

Ru

GENERAL CARGO AGREEMENT, 1986 - 1989:

6. CONTAINERIZATION

- Gang Size: The container gang size shall remain the same as in the present agreement: Namely, the eighteen men plus two drivers provided by Section 5 of the Containerization Agreement. This same gang size shall be applicable to Ro-Ro and other automated ships as well, except as provided by paragraph "6. E." below relating to the small container ship contract. However, as of November 25, 1986, two (2) of the eighteen men within the gang shall be assigned to work as drivers; on October 1, 1987, two (2) additional men, within the gang, or a total of four (4) men shall be assigned to work as drivers. Men assigned as drivers within a gang must perform such function or shall be replaced by men who do drive. Any drivers over the amounts specified above shall be at the discretion of the employer.
- B. Stuffing and Stripping: The minimum stuffing and stripping gang shall consist of one longshoreman and one checker in loading and unloading a container who shall work as directed by the Employer.

MASTER CONTRACT, December 1, 1990 - September 30, 1994

5. CONTAINERIZATION:

GANG SIZES:

The gang size shall be reduced in all Master Contract ports by two (2) men. The first reduction shall take place on December 1, 1990 and the second reduction shall take place on October 1, 1992. Such reduction shall apply to all gangs including container gangs, Ro-Ro gangs, LASH ship gangs, LASH barge gangs and small boat or feeder barge gangs. The Feeder Barge Agreement of JANUARY 1987 shall be vigorously enforced.

NYSA-ILA

SHO YEHO, OF SETTLE

N.Y.S.A.
7 WORLD TRADE CENTER
NEW TORK, N. T. 10048-0649

#

November 21, 1991

Mr. Sam DuPree, President Local 1233, ILA, AFL-CIO 731-33 South 10th Street Newark, New Jersey 07108

Dear Mr. DuPree:

This letter will serve to confirm that the following resolution was passed by the NYSA-ILA Contract Board at its meeting held November 20, 1991:

That the Settlement of the Port of New York Conditions be amended to include the following provision with respect to intra-port movements by barge:

The size of a longshore container gang to be employed when working an intra-port (one section of the Port to another section of the Port) containerized non self-propelled barge shall be eight (8) men plus drivers when 80 or less containers are worked; when 81 or more containers are worked the gang size shall be 11 men plus drivers.

Buge Subady

copy to:

Mr. Willis Davis

Mr. Albert Cernadas

Mr. Robert E. Martín

Mr. John Bowers

Mr. James A. Capo Thomas W. Gleason, Esq.

C. P. Lambos, Esq.

Very truly yours

Executive Secretary



NEW YORK SHIPPING ASSOCIATION, INC

. 2 WORLD TRADE CENTER . NEW YORK, N.Y. 10048-0649 . (212) 323-6600

July 6, 1988 Report No. 3966

TO ALL CONTRIBUTORS TO THE NYSA-ILA ASSESSMENT AGREEMENT

RE: SUSPENSION OF PREMIUM ON PUERTO RICAN CARGO

I am pleased to announce that the NYSA-ILA Container Premium-known as the New York Dollar--has been suspended until further notice on northbound and southbound Puerto Rican cargoes.

This suspension was approved by the NYSA-ILA Contract Board, effective May 1, 1988, subject to the execution of releases for past periods from carriessin the Puerto Rican trade. (The suspension does not apply to cargo that is transshipped at Puerto Rico.)

Sincerely,

President

SECRETARY CERTIFICATE

NYSA-ILA Contract Board, hereby certify the Andrew Commission minute excerpt and resolution were duly approved by the NYSA-ILA Contract Board acting pursuant to the authority granted to the NYSA-ILA Contract Board NYSA-ILA Checkers and Clerks Agreement and NYSA-ILA Maintenance Agreement at a regular meeting of the NYSA-ILA Contract Board held in New York City on April 19, 1988, called in accordance with due notice, a quorum being present:

MINUTE EXCERPT AND RESOLUTION

Min. 3 The Board was then asked to consider the request of Navieras De Puerta Rico as set forth in the correspondence presented to the Board today, copies of which are appended to and made a part of the original Minutes of this meeting. Navieras has indicated that it would be willing to accept a \$1.00 reduction, from \$3.00 to \$2.00, with respect to Container Royalty payments on Puerto Rican cargo.

Co-Chairman Bowers stated that such a reduction had been agreed to during the last negotiations.

Co-Counsel Gleason emphasized that the only thing being discussed is the second dollar on Puerto Rican Cargoes North Bound and South Bound.

At this point the management members of the Board left the room for the purpose of caucusing.

After a brief discussion, upon motion duly made and seconded it was

RESOLVED: That subject to the execution of releases from the Puerto Rican carriers, for past periods, the New York dollar is suspended on North Bound and South Bound Puerto Rican cargoes commencing May 1, 1988 and continuing thereafter until further action by the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 16th day of May 1988.

Mary Ann Geosits

ACKNOWLEDGEMENT

Before me personally came Mary Ann Geosits, known to me and to me known as the Executive Secretary of the NYSA-ILA Contract Board, who in my presence executed the foregoing documents, and acknowledged that she executed the same

COMMENCE OF CHEM

(4350D)

Description of Accommodations In Effect as of November 29, 1995

न्यास्य हार कार्यकार्यः	HARLING TO SERVE	ingine.	227-21-	31 10 to 17 22	Librer alleg	122.60	SECULIAR .	rana rouly)	100
Philadelphia	\$1.05 per ton on Dole/Chiquita proprietary cargo	Only 7 paid holidays 1/2 5/T Pay WHEN WERK CH 7 HELIDAY Pay = T	\$3.40 per hour for each hour worked FOR YPCATION PEACE ITS ENSLY	1) 3 eight-hour starting times for terminal; Monday to Friday. 2) Allows set-backs 3) AUTEMINED COST. VESSELS START DETWEEN OKK + CHO AM COTTHE MONG.	1) No lashers on ships with automatic twist locks. 2) Special rules on vessels with reduced leshing. 3) ATL and Ro-Ro vessels have special rules.	Wilmington has 17 + 1; includes 2 crarse operators and 8 hustler drivers.	1) Ships with general cargo & conceiners are handled as breakbulk. 2) Terminals with non-con'd and cone'd; there is the "2 hour rule."	1) Wilmington Inside terminal, S&S is done by ILA Local 1894-1	I) BEETH WITH STEELS MANNING ON CR OFTER. MERMEL GATE HULLS 2) GAL BENEFIT. 500 FENDED
New York	None	None	None	None	Hone	None			None
Boston	I STATE OF THE STA		P 10 10 10	1 2 1 1	×	F 141 (*) [7]			100 000
Hempton Rds.	7 - 50		- 4						- 41
Gulfpurt	1) \$1.05 per ton for fruit. 2) ABC; \$1.05 per ton per local agreement. 3) Other than fruit & ABC, it is \$3.00 per ton. 4) \$/\$ operations payment of cont. royalty depends on whether automated wages are paid.		1) \$8,185 per menhaur for hult, 2) \$9,415 per menhour for non- fruit.		No lashing gang, the lashing is done by regular gang per local agreement.	1) Twenty-one men, including supervision, clerks, checkers and squipment operators. 2) Two yangs employed; use 1 utility man. 3) With Ro/Ro vessels, gang is 13 men, including everyone. If 2 dacks being worked, add 4, including a checker.	Containers on vessels loaded with non-gantry devices are covered by breakbulk provision in contract.	1) If automated wages paid, no royalty is paid; If warehouse wages paid, cont. roy. is paid.	
Baltimore						ard") at the Seagist Ma manning and other mis		ms included changes	
Charleston	None	None	None	None	See next column	1) Adhere to the Small Boat Agreement. 2) Barge gang is 12 men, 11 longshoremen ar 1 1 header; r performs la g.	Conventional ships with 60 containers or less shall be handled by general cargo gang. Will handle all work, including 19	None	



PHILADELPHIA MARINE TRADE ASSOCIATION Suite 301, Fort Administration Building 3460 North Delaware Avenue Philadelphia, PA 19134 (215) 426-2510

Fax: (215) 426-4553

December 14, 1995

Mr. Donald J. Schmidt, Executive Director Carriers Container Council One Evertrust Plaza Jersey City, NJ 07302

Dear Mr. Schmidt:

In response to your letter dated December 7, 1995, enclosed please find the list of Master Contract Accommodations for the Ports of Philadelphia which were in effect on November 29, 1995.

If you have any guestions, please feel free to call.

Sincerely,

PRESIDENT

US:cq

Enclosure

MASTER CONTRACT ACCOMMODATIONS - PORTS OF PHILADELPHIA

Relief to Dole and Chiquita on PMTA - ILA Containerization Fund. Fully Automated Containers holding proprietary cargo only pay the rate \$1.05 per ton instead of \$3.00 per ton for commercial cargo.(Sanctioned by ILA - CCC)

THE FOLLOWING ITEMS WERE APPROVED ON THE LOCAL CONTRACTS AND COVER THE HANDLING OF AUTOMATED VESSELS IN THE PORTS OF PHILADELPHIA BUT DO NOT COME UNDER THE MASTER AGREEMENT.

- 1). SUB Fund (GAI) suspended.
- Number of Holidays (overtime pay) have been reduced to seven (7).
- Vacation Pay and Holiday Pay based on \$3.40 per hour paid for each hour worked.
- Three eight hour starting times at the straight time rate for terminal work Monday through Friday.
- Allow for set backs of hires on Monday and a day after a Holiday without penalty. Notification by 6:30 AM.
- No lashers on vessels with automatic twist locks.
- 7). On vessels with reduced lashing Stag start one hour before gang.

 Minimum of 4 men and a foreman per vessel. Shipside orders for hire backs. No obligation to hold men for down time. Lashers can be dismissed and ordered back with the understanding that a new four hour guarantee will kick in.

- 8). On ATL and RO-RO vessels Stag start I hour before gang starts. One foreman per vessel. If one gang - minimum of 4 men. If 2 gangs - minimum of 8 men. If 3 gangs - minimum 12 men. Down time and shipside orders same as vessels with reduced lashing.
 - 9). Fully containerized vessels The foreman will remain as part of the basic manning level. If a company employs a full time gearman and that man is working when the fully containerization vessel is working, it will not be necessary to hire a second gearman, on fully containerized vessel. No gearman is required in Wilmington. One crane operator shall be included as part of the basic manning level.
 - 10). Fully Automated Container Vessels can start anytime between 0700 and 0100 AM with the understanding that this provision is not restricted to the initial hire. Overtime will apply after 5 PM, Saturday, Sunday and Holidays. Traditional meal hours do not apply. First meal hour kicks in four hours after commencement of work. Subsequent meal hours every five hours thereafter. These hiring times also apply to Saturday, Sunday and Holidays.
 - 11). Breakbulk ships with a combination of containers and general cargo will be handled as a Breakbulk operation.
 - Ability to receive up to five containers with vessel's manning on or after normal gate hours.
 - 13). On a terminal where non-containerized and containerized cargo are handled simultaneously and that is receiving, delivery, stuffing and stripping of cargo, if less than two hours in a four hour guarantee period are worked handling containers the lower non-containerized wage rate will be paid. (The two hour handling rule.)
 - 14). The container gang size in Wilmington, Delaware is 17 + 1 which includes 2 container crane operators and 6 hustler drivers.
 - Stuffing and stripping of containers inside the Tenninal in-Wilmington Delaware, is done by ILA Local 1694-1.



PHILADELPHIA MARINE TRADE ASSOCIATION
Suite 301, Port Administration Building
3460 North Delaware Avenue
Philadelphia, PA 19134
(215) 426-2510 Fex: (215) 426-4553

February 1, 1996

VIA FACSIMILE MESSAGE

Mr. Donald J. Schmidt, Executive Director Carriers Container Council One Evertrust Plaza Jersey City, NJ 07302

Dear Mr. Schmidt:

Attached and listed below are the corrected descriptions of accommodations in effect in the Ports of Philadelphia.

- Holidays Delete the word "paid".
 Only 7 holidays.
- Starting Times #3) OT after 5P.M.
 add "and Saturday, Sunday & Holidays".
- 3. Stuffing and Stripping add (non-deepses local) after 1694-1.
- Other #2) Change to "Receive up to 5 containers with vessels manning on or after normal gate hours. Delete #3

If you have any questions, please feel free to cail.

Sincerely,

UWE SCHULZ PRESIDENT

US:cg

Amschment

Description of Accommodations in Effect as of Hevesther 25, 1985

(3- 1- (3- 1-	1 -	9	24RM	21942649534 (3) 222 5
Gulfiport	Hampton Rds.	netten	Mow York	Prihodolpida
1) \$1.05 per ten for fruit. 2) ABC; \$1.05 per ten per ten per local agreement. 3) Other than fruit & ABC, it is \$3.00 per ten. 4) SS operations fruit rayment of cons. rayment of cons. rayethy depends on whether automated wages are pead.		Rons	Son attached Jan. 17, 1996 listing.	proprietary cargo.
		None		Ordy 7 mm. holidaya. 1% ST day when week on 7 holidays. No holiday payout.
1) \$8,165 per menhour for fruit. 2) \$9,415 per menhour for non-fruit.		Name		83.40 per hour for each fore worked for vacation benefits only.
		Morre		storing times for terminal: Monday for terminal: Monday to Friday. 2) Alberts satheachers & holidays. No penalty to 0630. 3) Authorities versus and constants versus satheachers versus of 700 and 0100 AM on the hour. Of also 5 PML AND 54746. 5 UNINAY 4 HAUDING
9) Ho leading be derive by regular dear by regular dear dear dear dear dear dear dear de		Mone		19 No leadware on sidge with nanomatic twist bects. 2) Glong is 4 mem with 1 forematic start. 3) ATL and Ro-Ro remain pacies relate (4 mem'r) leavenest. 4) Observation, refrise with the mid-the mid-the mid-the with the mid-the with the mid-the with the mid-the mid-the with the mid-the mid-the with the mid-the mid-the mid-the with the mid-the mid-the with the mid-the mi
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1) If automotived weapon paid, no royalty in paid; W see whouse seepen paid, own, noy, is paid.	•	Mone		11 Williamington - imality improving, Sill in done by ILA Log 1084-1 (more - de

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STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC

Swam's Wharf 947 Fell Steen - 2nd Floor Baltimore, Maryland 21231-3505 (410) 563-7314 FAX (410) 563-7318

December 11, 1995

Mr. Donald J. Schmidt Executive Director Carriers Container Council, Inc. One Evertrust Plaza Jersey City, New Jersey 07302

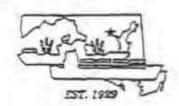
Dear Mr. Schmidt:

Per your request for information regarding our local health plan please find the following enclosed:

- 1. Copy of STA/ILA Benefits Fund Summary Plan Description
- Financial Statement for year ended September 30, 1993
- 3 Financial Statement for year ended September 30, 1994
- Actuarial Report for STATLA Benefits Fund as of October 1, 1994
- 5 Census report of
- Active members under 65
- 5. Active members over 65
- c. Retired members under 65
- d Retired members over 65
- e. Spouses under 65
- Spouses over 65
- g. Other Dependents

6 Addendum Agreement to Local Contract for operation of Intermodal Container Transfer Facility (Master Contract Accommodation)

Finally, you have asked what the impact of withholding the \$1.00 per manhour assigned to benefits rather than wages in October of 1993 would be to our local health plan. Essentially, this would increase the projected deficit from \$3 million for 1995 to \$5.4 million! Obviously an adverse impact that can only be eliminated through reductions to benefits or as proposed a cost effective health care provider.



If you need any additional information or have any questions please do not hositate to call.

Very truly yours,

Steamship Trade Association of Baltimore, Inc.

Maurice C. Byan' President

MCB/mjh

Eaclosures

6

ADDENDUM AGREEMENT

This Addendum Agreement shall be applicable only to the operation of the Intermodal Container Transfer Facility (also known as the Rail Yard) at the Seagirt Marine Terminal, hereinafter referred to as the "Facility". Except as set forth herein, each and every provision of the Master Contract and the Local Agreement between the parties hereto which are currently in effect at the date of the signing hereof or which are entered into after the date of the signing hereof, hereinafter referred to as the "Agreements", shall be applicable to the operation of the Facility.

- Hourly Straight Time Rate of Pay. The hourly straight time rate of pay shall be \$2.00 per hour less than the hourly straight time rate of pay set forth in the Agreements.
- . 2. Guarantee. All regular employees will be guaranteed forty (40) hours of work per week or pay in lieu thereof. All additional employees will be guaranteed eight (8) hours of work each day.

- nours per day, and on Saturday, Sunday and holidays will be paid for at the rate of time and one-half (1 1/2) the hourly straight time rate of pay. It is understood that work may be performed on the traditional no work holidays. The only overtime or premium rate of pay paid shall be as set forth in this Paragraph 1.
- established to coincide with train schedules. The Employer will endeavor to establish starting times of 8:00 a.m. for the first shift, 4:00 p.m. for the second shift and midnight for the third shift. The Employer may change starting times upon at least seven (7) days notice to the Union.
- 5. <u>Heal Period.</u> Each employee, at the discretion of the Employer, will be allowed a one-half (1/2) hour paid meal period during an eight (8) hour shift; or a one (1) hour unpaid meal period in addition to the eight (8) hour shift; provided that the employees shall be notified as to which meal period will apply no later than the conclusion of the first hour from the start of their shift and the unpaid one (1) hour meal period will be scheduled between the third and fifth hours of the shift. When two (2) or more top-loader crews are employed on the same shift, the Employer may alternate meal periods among the employees on the shift.

6. <u>Manning</u>. For each top-loader operator employed, the Employer shall employ one (1) mounting/grounding clerk to perform all checking, tallying, verification, separation and recording of all trailers and containers to be loaded and unloaded, and/or mounted and grounded, from rail cars/trucks. In addition, for one (1) shift per day, Sunday through Saturday, the Employer shall employ a minimum of one (1) checker/clerk to perform all clerical duties as assigned by the Employer within the work jurisdiction set forth in the Agreements. The clerk shall work and be paid with his shift.

7. Miscellaneous.

- (a) The Employer need not hire any labor when no shift is employed. Containers/trailers may be dropped off or picked up at an area so designated by the railroad and agreed to by the STA and the Union; provided that one (1) checker/clerk will be employed if any receiving or delivering occurs outside the designated area.
- (b) <u>Drayage.</u> Except for the following provision relating to manning, drayage, which is defined for purposes of this Addendum Agreement as work performed by employees represented by the International Longshoremen's Association, AFL-CIO, in transporting containers to and from the facility, shall be performed exclusively under the provisions of the Agreements, not

under this Addendum Agreement. Manning for drayage shall be a minimum of one (1) delivery/receiving clerk when drivers represented by ILA Local 333 are being utilized in the draying operation.

- (c) <u>Inclement Weather</u>. The continuation of work in inclement weather shall be at the discretion and option of the employer.
- (d) No Strike Clause. The Union warrants that it will not engage in any work stoppage, slowdown or job action during the term of this Addendum Agreement.
- 8. Nothing herein shall be construed to extend the jurisdiction of the Union beyond that which is already covered by the Agreements.
- Agreement shall be in full force and effect from the beginning of the first work week after it is ratified by the parties to this Addendum Agreement until 12:00 midnight, September 30, 1997. If the parties are unable to agree upon a new Addendum Agreement, or modifications in this Addendum Agreement by 12:00 midnight, September 30, 1997, this Addendum Agreement shall expire automatically and without notice at that time and, if the Agreements are in effect at that time, they, rather than an Addendum Agreement, shall exclusively be applicable to and shall govern the operation of the Facility.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC.

By: Mail Do

Maurice C. Byan

President

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

Horace T. Alston

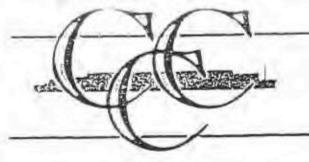
Vice President

INTERNATIONAL LONGSHOREHEN'S ASSOCIATION, AFL-CIO, LOCAL 953

Bv:

Richard P. Hughes,

Business Agent



Carriers Container Council, Inc.

One Evertrust Plaza Jersey City, N.J. 07302

(201) 333-8290 Fax: (201) 333-8666

VIA UPS NEXT DAY (12/28/95) DELIVERY

December 27, 1995

To Messrs.: C. P. Lambos

W. M. Spelman

D. J. Tolan P. F. Vickers

From:

D. J. Schmidt

Re:

PORT ACCOMMODATIONS

The following port associations have responded verbally that they do not have accommodations:

Boston New York Hampton Roads

Attached to this memo are copies of all correspondence with accommodations from all the other ports.

DJS:jp Attachments

SOUTH ATLANTIC EMPLOYERS NEGOTIATING COMMITTEE

P.O. BOX 21261 CHARLESTON, SC 29413-1261 B03-884-6847

December 14, 1995

FAXED

Mr. Donald J. Schmidt Executive Director Carriers Container Council, Inc. One Evertrust Plaza Jersey City, N.J. 07302

Dear Donald:

As requested, attached are copies of the accommodations relating to containers that were in place in the South Atlantic as of November 29, 1995.

Should there be any questions please give us a call.

Sincerely,

Coordinator

/s attach

cc: Mr. Stephen Zadach Mr. James R. Gray, Jr.

APPLICATION OF AND STATE OF AND

LOCAL 1422 and LOCAL 1771

ILA AGREEMENTS

FOR

The Port of Charleston

South Carolina

Effective December 1, 1990 Ending September 30, 1994

- 13. (D) (2) When loading/unloading scrap from a minimum of three (3) longshoremen shall be employed with each time when thates are being used and a minimum of two (2) longshoremen shall be employed with each transwhen thates are not being used. There will be one gang foremen to the ship.
- 13. (D) (3) When grab buckets or tubs are used with ship's booms and winches for handling bulk cargo, a minimum of five (5) men per gang will be used, including the Gang Foreman.
- 13. (D) (4) In lashing and shoring cargo, cleaning, fitting, etc., and any operations not listed above, the Employer shall use the number of men required to safely and efficiently perform the operation.
- 13. (D) (5) Where hardship is claimed by Union and/or Management because of unreasonable or burdensome conditions or where work methods or operations materially change in the future, the problem shall first be discussed between the Local and Management involved. In the event an agreement cannot be reached, either party may refer the dispute to the Joint Negotiating Committee and if the matter cannot be resolved by that Committee, either party may then refer the question to an arbitrator in accordance with the procedure set forth in Clause 15(3).
- 13. (D) (6) There shall be no interference with the Employer's right to shift men from batch to batch, ship to ship, dead to ship or ship to check as long as the number of men shared from any game does not reduce the Cang structure below the minimum required as determined by the class of cargo being handled by the gang. In no event shall men be shifted from any gang for the properties, closing and rigging a batch to which the entire gang has been assigned.

The Employer also reserves the right to hire and discharge. It is recognized that the Employer has the right to utilize men in any combination of job classification for which they are qualified providing that they receive the pay rate of the highest job classification in which they are employed during their work shift.

13. (E) Neither party shall uphold incompetency, shirking of work, insubordination or the use of abusive language and personnel guilty of these offenses shall be dealt with as circumstances require. Persons guilty of misconduct offenses shall be dealt with as follows:

out. However, when these commodities are bouled to at indicated from the same hatch with other cargo, a manimum of fourteen men may be used.

- (b) Fourteen men on general cargo which is defined as hand srowed or hand urusowed break bulk general cargo.
- (c) Twelve men on unitized cargo such as pre-pelletized cargo secured by torapping, banding or other means: Dravo-type controller and cargo vans: iron and steel articles such as pipe, angles, channels, plates, reinforcing rods, timplate, couled steel, packaged structural steel and bundled wire rods in coils.
- (d) Conventional cargo ships when sixty (60) containers or less (laden and/or unladen) are handled to or from conventional cargo ships and the 35c Container Royalty is payable under the Stein Award, they shall be handled by the general cargo gang working the vessel and shall perform all work as necessary including lashing and unlashing.

(e) SMALL BOAT AGREEMENT

- For breakbulk vessels having a capacity of 500 gross registered tons of less (as listed in Lloyd's Registry), or for container vessels with a capacity of 150 TEU or less, the gang title shall be fourteen (14) men which shall include a foreman. In these cases where mobile shoreside cranes are used, over which the LLA, has no jurisdiction, the gang citay be reduced by two (2) men for a total of civelve (12).
- 2. For Ro-Ro vessels having a capacity of 150 TEU, or less, the gang size shall be cleven (11) men which shall include a foreman.
- The above gang sizes are minimums only. If more than one gang is employed at the same time, one (1) additional man to be utilized as needed depending on local port custom, will be employed.
- 4. Cangs ordered under this Small Boar Agreement shall receive a guarantee of four (4) hourst and when reporting back after a meal hour shall receive an additional I-hour guarantee. All lashing shall be performed by the gang.

When loading and/or unloading a Ro-Ro vessel with a maximum stowage capacity of more than seventy-five (75) forty foot (40") units, or the equivalent thereof, and the cargo is being handled by means of the ramp, the gang will be the same as for aummated comminer carmers regardless of the type of cargo.

(f) When lashing or unlashing of containers is required a lashing gang consisting of one header and six men will be used. At the employers option the men may be brought in one hour before the start.

AGREMENT BETWEEN THE SOUTH ATLANTIC AND GULF COAST DISTRICT DEEPSEA LOCAL 1408 AND CLERKS AND CHECKERS LOCAL 1593 AND JACKSONVILLE MARITIME ASSOCIATION/COOPER/T. SHITH

Agreement between the South Atlantic and Gulf Coast District, Deepsea Local 1408, and Clerks and Checkers Local 1593 of the ILA, and Jacksonville Maritime Association/Cooper/T. Smith covering stevedoring and terminal work on barges at Jacksonville, Florida.

- 1. Wages: Pay scale as per breakbulk contract of current ILA South Atlantic Agreement.
- 2. Fringes: As per current ILA South Atlantic Agreement.
- 3. Royalties: Puerto Rican "break" to apply (\$2.00 instead of \$3.00).
 - 4. Gang Size: Minimum size 12 employees. Additional employees to be added as work dictates. All employees to be completely flexible as to job classification.
 - 5. Guarantees: Four hour minimum, plus four hour callback after first meal and two hour callback after subsequent meals.
 - Set Back: Gang may be set back to next starting time for non-arrival of barge two hours before original starting time, such set back to be firm and non-cancelable.
 - 7. Overtime: Saturday, Sundays, holidays, and all hours worked in excess of eight in a given day, Monday through Friday, will be paid at time and a half. Hours worked before 8:00 a.m. or after 5:00 p.m., Honday through Friday, shall be paid at straight time plus \$2.00 differential.

8. Clerks & Checkers:

- a. <u>Vessel Operation</u>. One chief clerk/timekeeper and one checker. Additional checkers to be added as work dictates, solely at discretion of management.
 - b. Terminal. One chief clerk to be employed for 40 hours straight time per week, except on weeks where terminal is closed for holidays.

This agreement was mode and entered into on the 30th day of April, 1993 between the Georgia Stavedore Association and its direct employer members and the South Atlantic & Gulf Chast District of the International Longshoremen's Association representing its subordinate Local 1475.

This agreement covers steveduring containers on Barge Operators engaged in coastal transportation of transchip and/or domestic containers. This type operator will qualify for all terms and conditions of the SVAIL BOAT AGREEMENT as shown in paragraph 13(D)(1)4(g) with the following understanding.

- 1. Wages per hour as indicated in paragraph 3(A)(2) General Curgo, Bulk and Small Boat Agreement will apply.
- Criers may be cancelled and/or modified if cargo is unavailable one to the failure of the mother vessel to arrive in addition to weather cancellation.
- 3. Two (2) Clerks (or Checkers) consisting of use Chief Clerk and one Field Clerk will be used and they will do all work required. They shall receive a quarantee of four (4) hours. There will be a two (2) hour quarantees when returning from a need hour.
- 4. Pre-assembly to be performed by the Chief Clerk one hour prior to the starting time. If assembly is to be performed prior to arrival of the barge a four hour quarantee will apply. Over 80 containers, quarantee to be discussed on a case by case basis. This only applies on barge operations engaged in coastal transportation.

No agreement has been made concerning midnight starts. It was agreed all parties concerned will discuss this at a later date.

It was mutually agreed this agreement will be reviewed at the end of six (6) nonths.

All other terms and conditions of the Agreement between the Georgia Steveicre Association and ILA Local 1475 remain the same.

Perry C Barvey, Jr.

Vice President

International Longsborenen's

Association

Frank C. Ryan

President - Local 1475

International Longshoremen's

Stephen W. Zatlach

President

Georgia Stavedore

Association

Neal Street

Малаонт

Cooper/T. Smith Stevedocing

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This agreement was made and entered into on the 30th day of April, 1993 between the Georgia Stevedore Association and its direct employer members and the South Atlantic & Gulf Coast District of the International Longshorenen's Association representing its subcedinate Local 1414.

This agreement covers steveduring containers on Sarge Operators engaged in coastal transportation of transship and/or domestic containers. This type operator will qualify for all terms and conditions of the SMALL BOAT AGREEMENT as shown in paragraph 13(D)(1)4(g) with the following understanding.

- 1. Wages par hour as indicated in paragraph 3(A)(1) General Cargo, Bulk and Small Boat Agreement will apply.
- Orders may be cancelled and/or modified if cargo is unavailable due to the failure of the mother vessel to arrive in addition to weather concellation.
- 3. A twelve (12) men minimum gang consisting of a besier and eleven (11) longshoremen will be used and the gang will also do all work required including lashing and unlashing. The gang shall receive a guarantee of four (4) hours. There will be a two (2) hour guarantee when returning from a neal hour.

No agreement has been made concerning midnight starts. It was agreed all porties concerned will discuss this at a later date.

It was mutually agreed this agreement will be reviewed at the end of six (6) months.

All other terms and conditions of the Agreement between the Georgia Stevedore Association and ILA Local 1414 remain the same.

Perry C Barvey, Jr.

Vice President

International Longshoremen's

Association

James C. Reid

President - Local 1414

International Impostoremen's

Association

Szepten W. Zada President Georgia Stevedon

Association

Managar

Oppor/T. Swith Stevenheing

Clerk to perform all yard functions necessary at direction of management, including, but not limited to, recording numbers and seals, car inspections, and yard checks.

Union agrees to furnish "first call" checkers.

9. Length of Agreement: To be effective throughout current South Atlantic ILA contract.

All other terms and conditions of current ILA South Atlantic contract to apply.

It is further agreed that no management personnel will perform any functions normally and traditionally performed by the ILA.

Dated this ____ of January, 1995.

Benny Holland
District President

Charles Spencer
President, Local 1408

FOR THE JMA:

Jess Babich President, Local 1593

AGREEMENT

BETWEEN THE SOUTH ATLANTIC AND GULF COAST DISTRICT

DEEPSEA LOCAL 1408 AND

CLERKS & CHECKERS LOCAL 1591

AND

ARROW STEVEDORING COMPANY, LTD.

AGREEMENT reached at Houston. Texas on 24 January, 1992, between THE SOUTH ATLANTIC AND GULF COAST DISTRICT, DEEPSEA LOCAL 1408 AND CLERKS & CHECKERS LOCAL 1993 OF THE ILA and ARROW STEVEDORING COMPANY, LTD. covering stevedore and terminal work on Barges at Jacksonville, Florida.

1.	PACES	Pay scale as per breakbulk contract of
		current ILA South Atlantic Agreement.

- 2. FRINGES As per current ILA South Atlantic Agreement.
- 3. SOTALTIES Puerto Rican "Break" to apply (\$2.00)
- 4. GANG SIZE Minimum size 12 employees. Additional employees to be added as work dictatos. All employees to be completely flexible, as to job classification.
- 5. GUARANTEES Four hour minimum, plus four hour caliback after first meal and two hour caliback ofter subsequent neals.
- Gang may be set back to next starting time for non-arrival of barge two hours before original starting time, such set back to be firm and non-cancolable.
- 7. OVERTIME Saturday, Sunday, Holidays, and all house worked in excess of eight in a given day, Honday through Friday, will be paid at time-and-a-half. House worked before 8 a.m., or after 5 p.m., Monday through Friday, shall be paid at straight time plus \$2.00 differential.

5. Clerks and Checkers

- a) Vessel Operation:
 One Chief Clerk/Timekeeper and One Checker,
 Additional Checkers to be added as work
 dictates, solely at discretion of management.
- b) Terminal:
 One Chief Clerk to be employed for 40 hours
 straight time per week, except on weeks where
 Terminal is closed for Kolidays.

-

Clerk to perform all yard functions necessary at direction of conagement, including, but not limited to, recording numbers and seals, car inspections, and yard checks.

Union agrees to furnish "First Call" Checkers.

5. Length of Agreement To be offective throughout current South Atlantic ILA Contract.

All other terms and conditions of current ILA South Atlantic Contract to apply.

It is further agreed that no management personnel will perform any functions normally and traditionally performed by the ILA.

SIGNATURES FOR ARROW STEVEDORING COMPANY, LTD.
BytSAM FOR .
Title: General Manager

Title: Chairman South Atlantic
Negotiating Committee

South Atlantic and Gulf Coast District Affiliated with the AFL-CIO 1827 The Strand, Galveston, Texas 77550

International Longshoremen's Association

Southern

Wilmington

4000 T. T

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Engravità Amy'll Formating Stack

JACKSONY418

Coosa

Port Lavaca COTTUE CONTES

-Texas City

August 9, 1993

COMME

Sart Plants America West Faim Sepon For Lawrence

All South Atlantic Locals (Deep Sea and Clerks/Checkers)

Centlemen,

Enclosed you will find a copy of a tentative agreement that we negotiated in Charleston, S.C. last week with Columbia Coastal Transport, Inc. covering their barge operations in the South Atlantic.

Please look the agreement over and let me know if you have any questions. You will need to submit the agreement to your nembership for ratification, and I would like to do this by August isth if at all possible.

Fraternally yours,

Benny Holland, Jr., President South Atlantic & Gulf Coast District, ILA

BPH, Jr:ps Inclosure

> Mr. John Bowers, President, ILA, AFL-CIO Mr. Robert Gleason, Sec .- Treas., ILA, AFL-CIO Mr. Albert Cernadas, Executive Vice Pres., ILA, AFL-CIO Thomas Glasson, Esq.

BEHNY HOLLAND, JR.
PRESIDENT
SHAIR ASSESSED DIRECT
SHOOT YES PRESIDENT 1712 4804172 PAR 90% 762-6154

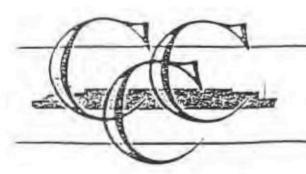
COASTWISE AGREEMENT

This agreement is made and entered into on the ______ day of August, 1993 between Columbia Coastal Transport, Inc., the direct employer on behalf of its stevedores and the South Atlantic and Gulf Coast District of the International Longshoremen's Association representing all locals of the South Atlantic from Wilmington, N.C. to Tampa, FL.

This agreement applies only to operations covering the loading and/or unloading of containers on barges being used in a transhipment and/or coastwise operation on a weekly basis.

- Columbia Coastal Transport, Inc. agrees to load and/or unload all its barges with ILA labor in all ports where it is possible for the ILA to do so.
- Wages will be as indicated in the South Atlantic Agreement under Faragraph 3(A)(1) General Cargo, Bulk, and Small Boat Agreement.
- Crders may be canceled and/or modified only if cargo is unavailable due to the failure of the mother vessel to arrive because of any unforeseen weather conditions or any other unusual circumstances.
- 4. A minimum of twelve (12) men consisting of a header and eleven (11) longshoremen will be used to do all work required in the loading or unloading of all barges including the lashing and/or unlashing of containers.
- 5. A minimum of two (2) clerks consisting of one (1) chief clerk and one (1) field clerk will be hired and will do all work required. Checkers will be hired as needed.
- 6. Once the barge has arrived and preassembly is required, it is to be performed by the chief clerk one (1) hour prior to starting time. If preassembly is to be performed prior to arrival of the barge, a chief clerk will be employed and the minimum guarantee will apply.
- It is agreed that all clerks/checkers will be dispatched by their respective ILA locals in accordance with their seniority agreement.
- 8. The following starting times will apply: 7 a.m., 8 a.m., 10 a.m., 1 p.m., 3 p.m., and 7 p.m. It is understood that the 10 a.m. and 3 p.m. starting times can only be utilized in emergency situations.
- 9. It is agreed that whenever a clerk and/or clerks are amployed in connection with this barge operation, they will be required to do all receiving and delivering.

Saturday there will be a four	antee will apply: Monday throug r (4) hour guarantee with a two (2 from any meal hour. There will be a ll Sundays and holidays.
fith the exception of the above the South Atlantic Collective	we, all other tarms and conditions o Bargaining Agreement will apply.
For the South Atlantic & Gulf District of the International Longshoremen's Association	
	Bruce Fenimore President
	-
	-
	_



Carriers Container Council, Inc.

One Evertrust Plaza Jersey City, N.J. 07302 (201) 333-8290 Fax: (201) 333-8666

FAX TRANSMITTAL

119	ro:	2230 0102007 2	 DATE	:	1-19-29	
	00.:	LAMBOS & YOUNG	RE:		ommodations of 11/29/95	in effect
1	FROM:	JOAN PINTAURO		F		
- 2	PAGE.	TRANSMITTING IF YOU DO NOT TELY AT (201)	ALL P			THIS COVER LEPHONE US
				BY:		

MESSAGE:

ATTI.

JIMMY LAMB CALLED TODAY AND ADVISED THAT CONTAINER ROYALTY IN JACKSONVILLE "\$2.00 per ton (Puerto Rican break)" also applies to Savannah, Charleston and Wilmington.

PLEASE NOTE THAT WILMINGTON IS NOT LISTED ON THE DOCUMENT WHICH WAS DISTRIBUTED IN ATLANTA 1/11/96.

SOUTHEAST FLORIDA EMPLOYERS PORT ASSOCIATION. INC.

| SBB PORT GOULENARD - DEGGE SLAND SEAPERT + MIAM) FLORIDA 33132

MISOUNT MISOUNT

December 14th, 1995

SAMUEL G SOOT

MISOSHT KAATISH
WA ROBERT KAATISH
WALL PERSONT
WA EDDIE GRANER
WALL PERSONT

Mr. Donald J. Schmidt Executive Director Carriers Container Council, Inc. One Evertrust Plaza Jersey City, NJ 07302

"ACCOMMODATIONS OF SOUTHEAST FLORIDA NEGOTIATING COMMITTEE"

Dear Mr. Schmidt:

Enclosed, please find a copy of the "Accommodations of Southeast Florida"
He otiating Committee as requested.

If I may be of further assistance, please give me a call at the above listed phone number.

Sincerely yours,

Samuel G. Scott, Jr. Secretary-Treasurer

DET 1 5

JERSEY CITY, N.J.

ACCOMMODATIONS OF SOUTHEAST FLORIDA NEGOTIATING COMMITTEE

1.	Strip & Stuff Containers - Warehouse Labor	Clerks
	Basic Wage \$14.75 Basic Fringe \$ 6.80 Annuity \$.25	Basic Wage \$14.85 Basic Fringe \$ 6.80 Annuity \$.25
2.	Small Boat Wages Labor	Clerks
	Basic Wage \$16.50 Basic Fringe \$ 6.80 Annuity \$.50	Basic Wage \$16.60 Basic Fringe \$ 5.80 Annuity .50

3. CONTAINER ROYALTY

- \$1.05 per ton export rates to Caribbean basin and adjacent surrounding areas.
 - \$.55 per ton for local home base carriers on vessels competing with non-ILA carriers operating in same geographical areas.
- 4. Vacation and Holidays Payouts based on \$18.00 per hour.
- 5. Copy of Contract Books for the Southeast Florida Ports enclosed.

COLLECTIVE BARGAINING AGREEMENT



LOCAL 1922

International Longshoremen's Association, AFL-CIO and

Southeast Florida Employers Port Association (SEFEPA)

CLERKS and CHECKERS
AGREEMENT

WAREHOUSE CLERKS AND CHECKERS AGREEMENT (Southeast Florida Ports)

This Agreement was made and entered into on the 7th day of November, 1930 by and between the undersigned Employers and the International Longshoremen's Association representing the subordinate Local Number 1922.

This Agreement shall be effective from 12:01 A.M. December 1, 1990 and continue in effect until 12:00 midnight September 30th, 1994, unless changed or amended by mutual agreement.

ARTICLE 1 --- RECOGNITION

The Employer recognized International Longshoremen's Association AFL-CIO, and its subordinate body, International Longshoremen's Association Local 1927, as exclusive bargaining representative for all of the employer's Warehouse Checkers, Chief Clerks, Senior Clerks, Timekeepers, Weighers, Tallyman, Samplers, employed by the Employer in the Southeast Florida Ports.

ARTICLE 2 --- WORK ASSIGNMENTS

HISTORIAN STANDARD ST

The Employer agrees to respect the jurisdictional rules of Local 1922 as set forth herein and shall not direct or require the employees to perform work which is recognized as the work of ot employees and which is generally performed by employees outside Local 1922. At the same time, the Employer agrees not to assign twork of warehouse checking to employees working outside of this unit, including employees covered by some other collective bargaining agreement.

The Employer further agrees that during any work period there shall be no interchange between the employees in this unit and employees in some other collective bargaining unit either by having these employees perform the work of the other unit or having other employees perform the work of this unit.

The Employer further agrees that in cases of emergency, occuring because of an Act of God, breakdown of machinery or electrical equipment, or such calamity as fire, supervisors or other employees from outside of this bargaining unit shall be permitted to perform the work covered by this collective bargaining agreement.

Work retention Clause will be placed into effect in the agreement.

ARTICLE 1- - WAGES

(A) Wages per man hour according to classification shall be as of December 1,1990;

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STRAIGHT TIME	OVERTIME
\$20.00	\$30.00
19.50	29 . 25
16.00	24.00
18.00	27.00
14.60	21.90
14.60	21.90
14.60	21.90
14.50	21.90
	\$20.00 19.50 16.00 18.00 14.60 14.60

(B) Wages per man hour according to job classification shall be as of October 1st,1991:

STRAIGHT TIME	OVERTIME
\$21.00	\$31.50
20.50	30.75
16.50	24.75
18.50	27.75
14.60	21.90
14.60	21.90
14.60	21.90
14.60	21.90
	\$21.00 20.50 16.50 18.50 14.60 14.60

(C) Wages per man hour according to classification shall be as of October 1st, 1992:

	STRAIGHT TIME	OVERTIME
Chief Clerk (one per	\$22.00	\$33.00
employer) Senior Clerk - Yard (one per satellite operation)	21.50	32.25
Senior Clerk - Warehouse (one per satellite operation)	17.00	25.50
Timekeeper Warehouse Checker	19.00	28.50
Weighers	14.85	22.275
Sampler	14,85	22.275
Tallyman	14.85	22.2

(D) Wages per man hour according to job classification shall be as of October 1st, 1993:

	STRAIGHT TIME	OVERTIME
Chief Clerk (one per employer)	\$23.00 -	\$34.50
Senior Clerk - Yard (one per satellite operation)	22.50	33.75
Senior Clerk - Warehouse (one per satellite operation)	18.00	27.00
Timekeeper Warehouse Checker Weighers Tallyman Sampler	19.50 15.10 15.10 15.10	9.25 22.65 22.65 22.65 22.65
100 A 10		2-1

ARTICLE 4 --- HOURS OF WORK AND OVERTIME

The normal working day shall consist of eight hours, between the hours of 8:00 Å.H. and 5:00 P.M. Monday through Friday. Except for work performed on holidays, the straight time rate shall be part for all work performed from 8:00 Å.M. to 12:00 Noon, and from 1 P.M. to 5:00 P.M. Mondays through Fridays inclusive. All w performed at any other time including holidays, shall be paid for at the overtime rate, except work performed during these periods where the double time rate is specifically provided for.

Employees hired at any time by the Employer shall be guaranteed eight (8) hours of work or pay at the time that he is hired. Any work performed after 8 hours or after 5:00 P.M. shall be paid at the overtime rate. There shall be a two (2) hour guarantee after meal hours, running time thereafter on a thirty (30) minute basis, when they work 5 minutes or more of any thirty (30) minute period.

STARTING TIME:

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For all work performed from Monday through Sunday the regular starting time for all employees shall be 8:00 A.M. or 7:00 P.M. and all employees shall be guaranteed eight (8) hours of work or pay from the starting times.

The overtime rate is defined to be time and one half the regular or straight time rate of pay then in effect.

The double time rate is defined as two times the regular or straight time rate then in effect.

All work performed on New Year's Day, Independence Day, Labor Day, and Christmas Day shall be paid for at double time rate. No work shall be performed before 7:00 A.M. on the days following these holidays, provided, however, if employees are assigned to do work at this time, they shall be paid for at the double time rate; no work shall be performed after 5:00 P.M. on Christmas Eve or New Year's Eve.

666

ORDERING - CANCELLATION - FLEX TIME

 Employees ordered for 7:00 A.H. through 1:00 P.H. must be ordered by 5:00 P.H. of the previous day.

Employees ordered for 7:00 P.M. must be ordered by 1:00 P.M. that same day.

 In order to legally cancel an Employee or Employees previously ordered for the 7:00 A.H. or 1:00 P.H. shift, the Employers must notify the Union of said cancellation by 8:00 P.H. of the day before they are to report for work.

It is understood and agreed that in the event of developments beyond the control of the Employer, such as an Act of God, fire, breakdown of equipment or machinery, which prevent the regular and normal operation of the Employers time set forth above if these unforseen developments are the cause of failure to properly cancel.

No work shall be performed during the meal hours as provided in Clause 5 (a) below and if work is performed during these designated meal hours, the work shall be performed at the double time rate.

A) Flex Time: (yards only)

Implement start times of 7:00 A.H. and 9:00 A.H. with Heal Break set at 11:00 A.H. and 1:00 P.H. respectively.

Pay scale for these starts to be paid at seven (7) straight time hours and one (1) overtime hour with overtime thereafter.

B) Starts at 8:00 A.H. to remain as in present agreement.

ARTICLE 5---HEAL HOURS

(a) The following meal hours are to be observed:

BREAKFAST-----6:00 A.M. to 7:00 A.M. HID-DAY DINNER---12:00 Noon to L:00 P.M. SUPPER-----6:00 P.M. to 7:00 P.M. HIDHIGHT LUNCH---12:00 Hidnight to 1:00 A.M.

- (b) Heal hour pay is to be continued until men are released or seal hour is given. There will be a 2 Hour guarantee after the 6-7 P.H. Heal break. Thereafter men will be paid on a 30 minute basis when they work 5 minutes or more of any 30 minute period.
- (c) Heal hours are to be in addition to all guarantees.

ARTICLE 6 --- HOLIDAYS - VACATIONS - VOTING

The following holidays will be observed:

CHILITATION OF THE STATE OF THE

New Year's Day Hartin Luther King's Birthday Lincoln's Birthday Washington's Birthday Good Friday May Fourth National Memorial Day Independence Day Labor Day Columbus Day Armistice Day Thanksgiving Day Christmas Eve Christmas Day New Year's Eve Thomas W. Gleason's Birthday Harch 17th

When any of these holidays fall on Sunday, the following Honday shall be observed to the extent of paying overtime rates and applying the eight hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day, Christmas Day, nor before 7:00 A.M. on the days following these Holidays. It is understood that work will cease at 2400 Hours (midnight) July 3rd and the day prior to Labor Day, and 1700 (5:00 P.M.) on December 24th and December 31st, except in case of fire or where property is in danger. The "no work" days shall coincide with dates designated by the Federal Government.

HOLIDAYS - There will be sixteen (16) holidays paid as follows:

1st Year \$128.00 12/01/90 thru 9/30/91 , \$128.00 2nd Year thru 9/30/92 10/01/91 3rd Year \$136.00 10/01/92 thru 9/30/93 4th Year SI44.00 10/01/93 thru 9/30/94

Holidays - Plan "B" Participants - sixteen (16) holidays to be paid at the rate of \$75.00 per Day.

VACATION - Vacations will be paid as follows:

```
1st Year 5640.00 12/01/90 thru 9/30/91
2nd Year 5640.00 10/01/91 thru 9/30/92
3rd Year 5680.00 10/01/92 thru 9/30/93
4th Year 5720.00 10/01/93 thru 9/30/94
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Vacation - Plan "B" Participants - to be paid at \$375.00 Per Week as per current vacation schedule.

VOTING - All men will be allowed one hour for voting on State and National election days only.

ARTICLE 7 --- WELFARE, PENSION, VACATION AND HOLIDAY PROGRAM

For Warehouse Work - the employers agree to pay the sum of:

- \$6.20 per Employee hour effective 12:01 A.M. December 1st,1990.
- 6.40 per Employee hour effective 12:01 October 1st, 1991.
- 6.55 per Employee hour effective 12:01 October 1st, 1992.
- 6.80 per Employee hour effective 12:01 A.H. October 1st, 1993.

For Yard Work - the employers agree to pay the sum of:

- \$7.45 per Employee hour effective 12:01 A.H. December 1st, 1990.
- 7.65 per Employee hour effective 12:01 A.M. October 1st, 1991.
- 7.80 per Employee hour effective 12:01 A.H. October 1st, 1992.
- 8.05 per Employee hour effective 12:01 A.H. October 1st, 1993.

Under this agreement, to the International Longshoremen's Association (AFL-CIO) Employers Welfare, Pension and Vacation Fund, Southeast Florida Ports, P.O. Box 01-3980, Hiami, Florida 33101 or its designated depository, in order to provide for health and velfare benefits, pension benefits, vacation and holiday programs as established by the Trustees of said funds.

Establish a benefits plan, to be known as Plan "B" for new industry employees entering the industry who have never qualified (700 Hours) in any previous contract year, prior to October 1,1991.

Participants, when entered in the Plan "B" benefits program will be required to accumulate (700 Hours per Year) for five years before being elevated to the normal benefit program then in effect.

Welfare benefits for presently qualified employees shall be maintained as in the present agreement.

Pension benefits for presently qualified employees shall be maintained as in the present agreement.

The Employer agrees to report to the Fund quarterly on forms supplied by the Fund and its Administrator, stating the number of hours worked by each employee, of the Employer, covered by this agreement.

GULFPORT STEVEDORING ASSOCIATION, INC.

P.O. BOX 1842

GULFPORT, MISSISSIPPI 38502

December 15, 1995

Via fax 201-333-8666

Mr. D. J. Schnidt Carriers Container Council, Inc. One Evertrust Plaza Jerey City, New Jersey 07302

Dear Mr. Schmidt:

The following list are current accommodations in Gulfport, Mississippi between the <u>Gulfport Stevedoring Association</u>. Inc. and <u>I.L.A. Local 1303</u> relative to the Master Contract on containers.

CONTAINERS

- Minimum manning for container vessels shall consist of twentyone (21) men per gang and be inclusive of supervision, longshoremen, clerks, checkers and equipment operators. In the
 event more than one (1) gang is employed per vessel there
 shall be one (1) utility man employed. Manning based on local
 agreement consistent with port practice.
- No lashing gang is required on vessels. Lashing performed by gang in accordance with local agreement consistent with port practice.
- Container royalty:
 - A. Fruit, 81.05 per 2240.
 - B. Other than fruit and ABC ContainerLine, \$3.00 per 2240.
 - c. ABC ContainerLine, \$1.05 per 2240 per local agreement when Line commenced loading/discharging containers at Gulfport.
- 4. Containers loaded/discharged on vessels worked with non-gantry devices (e.g., shorecranes, water derricks, etc.) are subject to break-bulk wage, fringe and guarantee schedules detailed in Articles 14, 22, and 24; and minimum manning as detailed in Article 25 g., of Agreement originally dated 9-24-91 and any amendments thereto.
- Fringe benefits:
 - A. Fruit, \$8.165 per man hour per Section I, paragraph III.
 A., <u>Memorandum of Understanding dated October 1, 1993.</u>

- B. Other than fruit, \$9.415 per man hour per Section II. paragraph III, A., <u>Memorandum of Understanding</u> dated October 1, 1993.
- 5. Stuffing and Stripping of Containers:
 - A. When automated wages paid, container royalty waived.
 - B. When warehouse wages paid, container royalty to be paid.

RO-RO VESSELS

Minimum manning for RO-RO vessels shall consist of thirteen (13) men, inclusive of supervision, longshoremen, clerks, checkers and equipment operators. When additional decks are worked simultaneously, the gang size will be increased by four (4), including a checker; Article 11.

Very sincerely

GULFPORT STEVEDORING ASSOCIATION, INC.

Michael Wren President

Co. Donald Evans, President, I.L.A. Local 1303 Captain Robert C. Engram, Ryan-Walsh, Inc. Benjamin D. Phillips, Transocean Terminal Operators, Inc. DEEP-SEA AGREEMENT

Between

DOCK LOADERS AND UNLOADERS OF FREIGHT CARS AND BARGES LOCAL UNION NO. 854

of

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

A.F. of L.-C.I.O.

and

NEW ORLEANS STEAMSHIP ASSOCIATION

New Orleans, Louisiana, December 1, 1990

(WITH INCORPORATED AMENDMENTS THROUGH 9/30/94)

Mr. Donald J. Schmidt Page 2 December 8, 1995

- Flexibility in assignment of longshoremen [Article XIV(f)], in the assignment
 of gangs [Article XII(d)(1)], ability to add longshoremen to gangs [Article VII,
 next-to-last paragraph)], ability to reduce gangs [Article XII(d)(1)], ability to
 work in the rain [Article IX of Local 3000 and Article IX(d) of Local 1497],
 and no hatch or ship priority [Article XII(d)].
- Foremen are excluded from bargaining unit and are not included in gang size (Article XIV of Local 3000 Agreement).
- Coastwise Agreement dated August 2, 1994, between Columbia Coastal Transport, Inc., and the South Atlantic and Gulf Coast District of the International Longshoremen's Association concerning container barge operations (see pp. 94-99 of Local 3000 Agreement).
- Sea-Barge Agreement dated July 6, 1993 with addendum dated July 29, 1993, concerning barge operations.
- Hourly fringe benefit contribution schedule for various types of operations [Article XVIII (p. 52) of Local 3000 Agreement].
- Wage schedule for various operations [Appendix "A" of Local 3000 Agreement (pp. 85-88)]
- Freight handlers, by historical practice and as set out in Appendix "A" of the Local 854 Agreement, are not subject to the automated wage and fringe schedules.

Very truly yours

WIN NIEMAND Vice President Labor Relations

WN/csc Enclosures

cc: Mr. Irvin A. Joseph

Mr. James T. McCleland, Jr.

Mr. Ray Worthy Mr. Harry Mendoza

New Orleans Accommodations

- Container vessels worked with non-gantry devices utilize breakbulk wages, fringes and guarantee schedules.
- No separate lashing gang is required since the basic container gang performs lashing.
- Small boat gang (14 longshoremen, 2 clerks and 1 Local 1802 member) is used whenever there are 225 or less lifts.
- Sea Barge Agreement:
 - (a) Stevedoring barge and stuffing/stripping
 - (i) \$15 an hour straight time wages
 - (ii) \$6.615 an hour for fringes
 - (b) 12-man gang for stevedoring with all employees to be fully flexible
 - (c) 4 hour guarantee
 - (d) Overtime: Hours worked between 5 P.M. and 8 A.M., Monday-Friday shall be paid at straight time plus a \$2 differential. If the term worked is in excess of 8 hours in a day, then time-and-a-half is paid.
 - (e) 8 holidays
 - (f) Royalty is 50¢ per ton
- All employees will work container/ro-ro vessels in the rain.
- Ro-ro gang on combination of 100 containers or less is 14 and is subject to breakbulk schedules.
- Gang on multipurpose vessels is 13 when working breakbulk and containers and is subject to breakbulk schedules.
- Gangs may be shifted and gang members may be shifted within the gang "as needed by the employer," and men can be added or cut.
- 9. Foremen are excluded from the gang and not included in the gang size.
- 10. There are also accommodations in an agreement between Columbia Coastal and the SAGCD, ILA affecting barge container operations with transshipped and/or coastwise operations. These accommodations result in straight time wages of \$16.50 an hour, 12 man gangs, 2 clerks, flexible starting times and a separate guarantee schedule.

- Certain containers coming from or going to a vessel loaded/discharged by means other than gantry are subject to breakbulk schedules.
- Certain variations/limitations on jurisdiction, manning, and liability set forth in local agreements (Master Contract Provisions article).

(19020)

MEMORANDUM OF AGREEMENT

The parties, whose signatures are affixed hereto, after obtaining the approval of the South Atlantic and Gulf Coast District of the International Longshoremen's Association, have agreed that a modification of the Royalty Article in the current 1990-94 labor agreements is necessary in order to persuade a non-I.L.A. carrier to utilize I.L.A. services. Therefore, it is agreed that the Royalty to be paid when performing work for Sea-Barge, Inc. in the Port of New Orleans shall be in the amount of \$ 0.45 per long ton (2240 pounds), plus \$ 0.05 increase October 1, 1993.

July 29, 1993

GENERAL LONGSHORE WORKERS A. LOCAL UNION NO. 3000

INVIN A.

President

NEW ORLEANS CLERKS' AND CHECKERS! UNION

I.L.A. LOCAL UNION NO. 1497

TAMES T. MCCLELAND

President

SACK-SEWERS, SWEEPERS WATERBOYS AND COOPERS UNION

I.L.A. LOCAL UNION NO. 1802

President

CONTAINER MAINTENANCE, REPAIR AND MECHANICS UNION

I.L.A. LOCAL UNION NO. 2036

DWAYNE BOUDRENUX

President

N.O.M.C. INC.

PATRICK M. MORRISSEY

President

rension, weifare, vacation, and heliday funds and contributions thereto, as presently satablished, will be continued for the life of this contract. Novever, participation in the funds referred to in this Article and provided for under the Trust Agreement between the parties hereto dated May 18, 1957, as assented, shall be limited to seahers of the New Orleans Steamship Association and those nonembers of the New Orleans Steamship Association who were participating employers as of December 1, 1970. By situal agreement between the parties to this barquining agreement, other persons may be permitted to participate as supployers under the above-referred-to Agreement and Declaration of Trust.

An hourly contribution as set forth below will be allocated to pensions, welfare, vecations and holidays. Effective October 1, 1993 through isplanber 30, 1994, the contribution for registered scabers of the bergaining units werking as freight handlers shall be 56,615 on all hours paid at the bulk carpo rate, on all hours paid at the sacking plant, and on all hours paid at the place rate; 57,665 on all hours paid at the quantum rate on all more paid at the quantum rate on all "30" freight handlers; 18,185 on all hours paid at the quantum rate on all "0" and "A" freight handlers, the contribution for nonregistered mambers of the hergaining units working as freight handlers (i.s., casuals) shall be 31,50 on all hours. The trustees of the MOSSA-TLA Fension, Welfare, Vacation and Holiday Funds shall allocate the sforesaid contributions among the pension, velfare, vacation, and holiday funds as they see fit and in their sole discretion, axony that none of the contributions sade on behalf of nonregistered meabers of the bargaining units (i.e., casuals) made at the 53.50 rate shall be allocated to the vacation and holiday funds.

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MEMORANDUM OF AGREEMENT

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July 29 , 1993

GENERAL LONGSHORE WORKERS

I.L.A. LOCAL UNION NO. 3000

TRVIN A. JOSEPH

President

NEW ORLEANS CLERKS' AND CHECKERS' UNION

I.L.A. LOCAL UNION NO. 1497

TAMES T. HCCLELAND

SACK-SEWERS, SWEEPERS WATERBOYS AND COOPERS UNION

I.L.A. LOCAL UNION NO. 1802

RRY MENDOZA

President

CONTAINER MAINTENANCE, REPAIR AND MECHANICS UNION

I.L.A. LOCAL UNION NO. 2036

President

N.O.M.C. INC.

PATRICK M. MORRISSEY

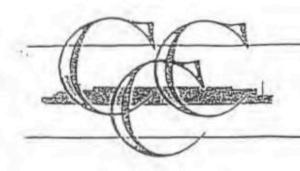
President

MEMORANDUM OF UNDERSTANDING BETWEEN ILA LOCAL UNION NO. 1497 AND NEW ORLEANS STEAMSHIP ASSOCIATION

During the negotiations leading to the signing of the 1990-1994 labor agreement between ILA Local 1497 and the New Orleans Steamship Association, discussions were held concerning application of the automated and of the general cargo operation schedules to facilities regularly utilizing both gantry and non-gantry lifting devices (i.e., shore cranes, water derricks, ship's gear) to load/discharge vessels.

The parties agree that the automated schedule applies whenever clerks are hired to begin work on automated operations, and that the general cargo schedule applies whenever clerks are hired to begin work on general cargo operations. The following examples illustrate the parties' intent:

- 1. Hatch clerks. The automated schedule applies if the vessel is worked with a gantry, and the general cargo schedule applies if the vessel is loaded/discharged by means other than a gantry. In the event the vessel is worked by both a gantry and non-gantry device (e.g.; shore crane), the automated schedule applies to the hatch clerk(s) working with the gantry gang and the general cargo schedule applies to the hatch clerk(s) working with the shore crane.
- 2. Plan clerks. The automated schedule applies if the vessel is worked with a gantry (even when both a gantry and non-gantry device are used at the same time), and the general cargo schedule applies if the vessel is loaded/discharged by means other than a gantry.
- 3. Stuffing/stripping of containers. The initial guarantee will be four (4) hours at the automated rate of pay if any containers being stuffed/stripped during this period come from/go to a vessel worked with a gantry, but at the general cargo rate of pay if all of the containers being stuffed/stripped during this initial period come from/go to a vessel that is loaded/discharged by means other than a gantry. If ordered back, four (4) additional hours are guaranteed at the automated rate if any containers being



Carriers Container Council, Inc.

Jersey City, N.J. 07302

(201) 333-8290 Fax: (201) 333-8666

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MESSAGE:

CHANNING F. HAYDEN, JR., PRESCRIT AND CHEFES WIN HIEMAND, VICE-PRESIDENT - LIBOR ASL ROSE D. OOLES, EJECUTIVE SECRETARY

ENTHORY J. SAMONA, JR., CHARMAN OF THE BOARS TOY AC GONZALEZ, YICE CHARMAN OF THE BOARS 'ATRICK M. MORRISSEY, MEASURER

new orleans steamship association

2240 WORLD TRADE CENTER, 2 CANAL STREET, NEW ORLEANS, LOUISIANA 70130-1407 504-522-9392, FAX 504-523-2140

January 15, 1996

Mr. Donald J. Schmidt Carriers Container Council, Inc. One Evertrust Plaza Jersey City, NJ 07302

Dear Don:

We have reviewed the summary description of accommodations for New Orleans as prepared by your office. Set forth below are changes that we believe are necessary. Only those provisions wherein changes were made are listed, with deletions and additions shown. Item #11 and #12 are additions to your summary.

New Orleans Accommodations

- Container vessels (100 or less containers) worked with non-gantry devices utilize breakbulk wages, fringes and guarantee schedules.
- 5. Clerks All employees will work container/ro-ro vessels in the rain.
- Ro-ro gang on combination of 100 containers or less is 14 and is subject to break-bulk schedules.
- Gang on multipurpose vessels is 13 when working break-bulk and containers and is subject to break-bulk schedules.
- Gangs may be shifted and gang members may be shifted within the gang "as needed by the employer," and men can be added or cut.
- Certain containers coming from or going to a vessel loaded/discharged by means other than gantry are subject to break-bulk schedules.
- Certain variations/limitations on jurisdiction, manning, and liability set forth in local agreements (Master Contract Provisions article).

Very truly yours,

Vice President

WIN NIEMAND

CCC, INC.

1990 - 1994

AGREEMENT

Between

NEW ORLEANS CLERKS' AND CHECKERS' UNION LOCAL UNION NO. 1497

of

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

A.F. of L. - C.I.O.

and

NEW ORLEANS STEAMSHIP
ASSOCIATION

New Orleans, Louisiana, December 1, 1990

Article IVE

PENSION, VELFARE, VACATION AND PAID SOLIDAYS

Fenalon, velfare, vecation, and holiday funds and contributions thereto, as presently satabilished, vili be continued for the life of this contract. However, perticipation in the funds referred to in this Article and provided for under the Trust Agreement between the perties hereto dated May 16, 1957, as asended, shall be limited to sambers of the New Orleans Steamship Association and those nonmanbers of the New Orleans Steamship Association who were perticipating employers as of December 1, 1976. By mutual agreement between the perties to this baryaining agreement, other persons say he permitted to participate as employers under the above-referred-to Agreement and Declaration of Trust.

An hearly contribution as set forth below will be allocated to panelone, welfare, wacations and helidays. Effective October 1, 1993 through September 30, 1943, the contribution for registered manhars of the buryaining units working as fraight handlers shall be \$6.613 on all hours paid at the bulk cargo rate, on all hours paid at the location and the second of the piece rate; \$7.663 on all hours paid at the general cargo, break-bulk and neo-bulk rate on all "SC" freight handlers; \$1.65 on all hours paid at the general cargo, break-bulk and neo-bulk cargo rate on all "G" and "Ar" freight handlers. The contribution for nonregistered manhars of the bergaining units working as freight handlers (i.e., casuals) shall be \$1.50 on all hours. The trustess of the bolidate free freight handlers and moliday funds shall allocate the accreamid contributions among the pension, welfare, vacation, and holiday funds as they see fit and in their sole discretion, except that mene of the contributions made no behalf of nonregistered members of the barquining units (i.e., casuals) made at the \$1.50 rate shall be allocated to the vacation and holiday funds.

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Article VI

GUARANTEES

(a) Automated operations [defined as fully automated container vessels working at full container facilities with Paceco-type cranes; fully automated LASH and SEABEE "mothership" vessel operations; Ro-Ro vessels (excluding those Ro-Ro vessels working a combination of 100 containers or less and/or 500 gross tons of break bulk or less); and clerks working in direct support of the above vessels]:

Article II

HISCELLANEOUS

(d) Clerks shall not be required to perform any clerk or checking work in the rain except for the two following paragraphs:

Clerks shall only be required to work in the rain when working container, ro-ro, LASH or SEABEE ships, boxed perishable fruit, or reefer and only after having been provided with suitable rain gear.

A small building or shed (for example, a telephone booth type of building) is to be provided for the clerks to get out of the weather on container ships, unless other adequate shelter is available. ANTHONY J. SAMONA, JR., CHARMAN OF THE BOARD FROV M. GONZALEZ, MCC CHARMAN OF THE BOARD PATRICE M. MORRISSEY, THEASUMER

new orleans steamship association

2240 WORLD TRADE CENTER, 2 CANAL STREET, NEW ORLEANS, LOUISIANA 70130-1407 504-522-9392, FAX 504-523-2140

January 15, 1996

Mr. Donald J. Schmidt Carriers Container Council, Inc. One Evertrust Plaza Jersey City, NJ 07302

Dear Don:

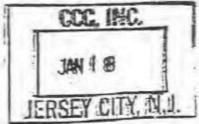
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- Gangs may be shifted and gang members may be shifted within the gang "as needed by the employer," and men can be added or cut.
- Certain containers coming from or going to a vessel loaded/discharged by means other than gantry are subject to break-bulk schedules.
- Certain variations/limitations on jurisdiction, manning, and liability set forth in local agreements (Master Contract Provisions article).

Very truly yours,

WIN NIEMAND Vice President Labor Relations



DEEP-SEA AGREEMENT

Between

DOCK LOADERS AND UNLOADERS OF FREIGHT CARS AND BARGES LOCAL UNION NO. 854

of

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

A.F. of L.-C.I.O.

and

NEW ORLEANS STEAMSHIP ASSOCIATION

New Orleans, Louisiana, December 1, 1990

(WITH INCORPORATED AMENDMENTS THROUGH 9/30/94)

1990 - 1994

AGREEMENT

Between

NEW ORLEANS CLERKS' AND CHECKERS' UNION LOCAL UNION NO. 1497

of

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

A.F. of L. - C.I.O.

and

NEW ORLEANS STEAMSHIP ASSOCIATION

New Orleans, Louisiana, December 1, 1990

Article VI

GUARANTEES

(a) <u>Automated operations</u> [defined as fully automated container vessels working at full container facilities with Paceco-type cranes; fully automated LASH and SEABEE "mothership" vessel operations; Ro-Ro vessels (excluding those Ro-Ro vessels working a combination of 100 containers or less and/or 500 gross tons of break bulk or less); and clerks working in direct support of the above vessels]:

Article IX

HISCELLANEOUS

(d) Clerks shall not be required to perform any clerk or checking work in the rain except for the two following paragraphs:

Clerks shall only be required to work in the rain when working container, ro-ro, LASH or SEABEE ships, boxed perishable fruit, or reefer and only after having been provided with suitable rain gear.

A small building or shed (for example, a telephone booth type of building) is to be provided for the clerks to get out of the weather on container ships, unless other adequate shelter is available. HONY J. SAMONA, JR., WE CHARMAN OF THE BOARD

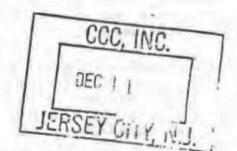
TENV-orleans steamship association

December 8, 1995

504-522-9392, FAX 504-523-2140

Mr. Donald J. Schmidt Carriers Container Council, Inc. One Evertrust Plaza Jersey City, NJ 07302

Dear Mr. Schmidt:



As requested, set forth below are the so-called "accommodations" to the Master Contract in New Orleans. We consider some of these items historical practices rather than "accommodations" because some pre-date the Master Contract; we nevertheless listed them to ensure everyone is fully aware of all of these conditions. Attached are two copies of each of the supporting documents.

- Article XXV, Master Contract Provisions, of the NOSSA-ILA Local 3000 labor agreement (pp. 77-80 of attached agreement), which is selfexplanatory.
- Container and break-bulk vessels worked with non-gantry devices (e.g., shore cranes, water derricks, etc.) are subject to the break-bulk wage, fringe, and guarantee schedules [Article VI(f) of Local 3000 Agreement, Memorandum of Understanding with Local 1497 dated August 16, 1991].
- Certain small ro-ro vessels defined in Article XIV(a)(5) of the Local 3000 Agreement and Article VI(a) of the Local 1497 Agreement, certain multipurpose vessels under Article XIV(a)(6) of the Local 3000 Agreement, and certain stuffing/stripping operations under the August 16, 1991 Memorandum and Sea-Barge Agreement are subject to break-bulk schedules.
- Small Boat Agreement (14 longshoremen, 2 clerks, and 1 Local 1802 bargaining unit member) is applicable whenever there are 225 or less lifts (fulls and empties, on-and-off movements, plus covers) at the automated schedules, by reason of past practice and verbal agreement.
- No separate lashing gang is required on container ships—lashing duties are performed by the basic container gang as set out in Article XIV of the Local 3000 Agreement.

MEMORANDUM OF UNDERSTANDING BETWEEN

GENERAL LONGSHORE WORKERS, LOCAL UNION NO. 3000, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, A.F. OF L.-C.I.O. AND

NEW ORLEANS STEAMSHIP ASSOCIATION

This Memorandum of Understanding ("Understanding") made this of day of July 1993, between General Longshore Workers I.L.A. Local Union No. 3000 ("Union") and the New Orleans Steamship Association ("NOSSA") for and on behalf of the employers bound to the 1990-1994 Deep Sea Agreement ("Principal Agreement").

The Union and NOSSA agree that all stevedoring on ocean-going barges and the warehouse and the terminal operations related thereto performed for Sea-Barge, Inc. ("Sea-Barge") at a fully automated terminal under Paceco type container cranes in the Port of New Orleans by an employer covered by the Principal Agreement shall be performed in accordance with all terms and conditions of said Principal Agreement except as specifically changed by this Understanding. It is also specifically understood and agreed that this Understanding shall be exempt from the provisions of Article XXVII (Parity) of the Principal Agreement.

- Terminal Operations For Container Receiving And Delivery Come Under The Automated Schedule - this includes longshoremen stacker operators.
- Warehouse Operations That Come Under The Automated Schedule: longshoremen truck drivers.
- Stevedoring Barge And Stuffing/Stripping Containers Wages - \$15.00 an hour on straight time. Fringes - \$6.615 an hour.
- 4. Gang Size for Stevedoring A minimum of 12 longshoremen. Additional employees to be added as work dictates. All employees to be completely flexible as to job classification, including stacker operator.
- 5. Guarantees four hours and running time.

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DEEP-SEA AGREEMENT

Between

GENERAL LONGSHORE WORKERS LOCAL UNION NO. 3000

of

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

A.F. of L.-C.I.O.

and

NEW ORLEANS STEAMSHIP ASSOCIATION

New Orleans, Louisiana December 1, 1990

(WITH INCORPORATED AMENDMENTS THROUGH 9/28/94)

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MEMORANDUM OF UNDERSTANDING BETWEEN ILA LOCAL UNION NO. 1497 AND NEW ORLEANS STEAMSHIP ASSOCIATION

During the negotiations leading to the signing of the 1990-1994 labor agreement between ILA Local 1497 and the New Orleans Steamship Association, discussions were held concerning application of the automated and of the general cargo operation schedules to facilities regularly utilizing both gantry and non-gantry lifting devices (i.e., shore cranes, water derricks, ship's gear) to load/discharge vessels.

The parties agree that the automated schedule applies whenever clerks are hired to begin work on automated operations, and that the general cargo schedule applies whenever clerks are hired to begin work on general cargo operations. The following examples illustrate the parties' intent:

- 1. Hatch clerks. The automated schedule applies if the vessel is worked with a gantry, and the general cargo schedule applies if the vessel is loaded/discharged by means other than a gantry. In the event the vessel is worked by both a gantry and non-gantry device (e.g., shore crane), the automated schedule applies to the hatch clerk(s) working with the gantry gang and the general cargo schedule applies to the hatch clerk(s) working with the shore crane.
- 2. Plan clerks. The automated schedule applies if the vessel is worked with a gantry (even when both a gantry and non-gantry device are used at the same time), and the general cargo schedule applies if the vessel is loaded/discharged by means other than a gantry.
- 3. Stuffing/stripping of containers. The initial guarantee will be four (4) hours at the automated rate of pay if any containers being stuffed/stripped during this period come from/go to a vessel worked with a gantry, but at the general cargo rate of pay if all of the containers being stuffed/stripped during this initial period come from/go to a vessel that is loaded/discharged by means other than a gantry. If ordered back, four (4) additional hours are

MEMORANDUM OF UNDERSTANDING BETWEEN

GENERAL LONGSHORE WORKERS, LOCAL UNION NO. 3000, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, A.F. OF L.-C.I.O.

NEW ORLEANS STEAMSHIP ASSOCIATION

This Memorandum of Understanding ("Understanding") made this day of July 1993, between General Longshore Workers I.L.A. Local Union No. 3000 ("Union") and the New Orleans Steamship Association ("NOSSA") for and on behalf of the employers bound to the 1990-1994 Deep Sea Agreement ("Principal Agreement").

The Union and NOSSA agree that all stevedoring on ocean-going barges and the warehouse and the terminal operations related thereto performed for Sea-Barge, Inc. ("Sea-Barge") at a fully automated terminal under Paceco type container cranes in the Port of New Orleans by an employer covered by the Principal Agreement shall be performed in accordance with all terms and conditions of said Principal Agreement except as specifically changed by this Understanding. It is also specifically understood and agreed that this Understanding shall be exempt from the provisions of Article XXVII (Parity) of the Principal Agreement.

- Terminal Operations For Container Receiving And Delivery Come Under The Automated Schedule - this includes longshoremen stacker operators.
- Warehouse Operations That Come Under The Automated Schedule: longshoremen truck drivers.
- Stevedoring Barge And Stuffing/Stripping Containers Wages - \$15.00 an hour on straight time. Fringes - \$6.615 an hour.
- 4. Gang Size for Stevedoring A minimum of 12 longshoremen. Additional employees to be added as work dictates. All employees to be completely flexible as to job classification, including stacker operator.
- 5. Guarantees four hours and running time.

JURISDICTIONAL GUIDELINES

The Union and the Association recognize as fact that at the present time the terminals are 'open terminals" rather than "closed terminals," and that employers covered by this contract do not have authority over the cargo or the responsibility for it until it is actually turned over to them by the shipper or the shipper's representative, and that said employers cease to have authority over the cargo or responsibility for it once it is actually turned over to the consignee or the consignee's representative.

Wherever the term "cargo" is used herein, it includes, but is not limited to, break-bulk, containerized, unitized and prepalletized cargo, as well as trucks, automobiles and tractors. Wherever the term "container(s)" is used herein, it shall mean containers whose outside dimensions are 19'2" or more in length.

It is the intent of the Union and the Association that it would be inconsistent with the guidelines set out herein to apply them in a manner which requires the employer to have work performed that he does not want to have performed or which otherwise increases the cost to the employer (except as this may necessarily result from the application of the special provisions of the "Royalty Clause," Article XXIV, of the longshore contract).

1. Longshore labor includes all men who move cargo direct from the point of rest on the wharf or from a rail car to shipside or ship's hatches (and vice versa), as well as men who work cargo direct from barge to ship (and vice versa). It also includes the fitting of ships for grain, livestock and explosives, shoring of cargo, lashing and securing of ship's cargo aboard vessels, loading, unloading, and sacking of grain in bulk aboard vessels. It also includes the pre-mounting of containers for deliveries, the swapping of chassis, and the stacking of chassis (subject to certain Red-Circled employees).

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- When an employer covered by this contract strips or stuffs a container at the wharf, he shall use the number of men as set out in Article XIV.
- Management shall have the right to introduce new equipment and move men about as Management deems necessary to achieve maximum efficiency.
- The following job classifications will also be considered as longshore work, but the wage scales, welfare, vacation and pension stipulations, guarantees and all general terms and

con. In of this Agreement shall not apply as these classifications are subject to special arrangements with the respective employers and are entirely at their respective discretion; and provided that the inclusion of these job classifications is not contrary to any provision of the Taft-Hartley Labor-Management Relations Act of 1947 and the Landrum-Griffin Bill of 1959.

- (a) Loading of ship stores, except when this work is done by the ship's crew or by regular shore gangs already employed to do this work.
- (b) Mooring and unmooring within the Port Limits, except when this work is done by regular shore gangs already employed by the respective employers.
- (c) Gearmen and Gearyard Equipment Maintenance Men. This is not to be construed as an obligation of employers to compel men who are not presently members of ILA Local 3000 to become members of this Local. Taft-Hartley Law must be recognized.

Article V (5)

OVERTIME AND HOLIDAYS

(a) On Monday through Friday, both inclusive, all work (except for bulk cargo operations) performed between the hours of 8:00 a.m. and 12:00 noon, and 1:00 p.m. and 5:00 p.m., shall be paid for at the straight-time rate, except for the holidays set out in Section (b) directly below, when all such work shall be paid for at the overtime rate. All work performed on Saturday or Sunday and all work performed outside of the above-designated hours shall be paid for at the overtime rate, except for meal hours (as hereinafter defined), which shall be paid for at the meal hour rate, subject to the exceptions provided in Article VI(b). See also the flextime exception in Article VII.

All work performed on bulk cargo operations, Monday through Sunday, between the hours of 7:00 a.m. and 6:00 p.m., shall be paid for at the basic bulk cargo rate set out in Appendix "A" [plus a twenty-cent (20¢) differential over the basic wage between the hours of 6:00 p.m. and midnight, plus a fifty-cent (50¢) differential between the hours of midnight and 7:00 a.m.]; and all such work performed after forty (40) straight-time hours in a week with a single employer, and on holidays (as set forth below), will be paid for at time and one-half of the basic bulk rate. The differential shall not be paid on overtime hours. Straight-time hours include hours on which a

differential is paid. Work performed during meal hours (as hereinafter defined) shall be paid for at double the straight-time basic bulk cargo rate [subject to Article VI(b)].

(b) Holidays - The following days shall be holidays:

> New Year's Eve New Year's Day Clarence Henry's Birthday (January 7) Martin Luther King's Birthday (Third Monday in January) Mardi Gras Washington's Birthday (Third Monday in February) Good Friday Memorial Day (Last Monday in May) Fourth of July Labor Day Armistice Day (November 11) Thanksgiving Day Christmas Eve Christmas Day

(c) No work shall be performed on the following holidays (commencing at 8:00 a.m. on the actual holiday and ending at 7:00 a.m. on the day immediately following the calendar day on which the holiday occurs): New Year's Day, Mardi Gras, Labor Day, and Christmas Day; except for

the loading or discharging of mail, baggage or perishable cargo; and this work is to be done only when agreement is obtained from the president of ILA Local Union No. 3000 or is obtained from the Executive Board of ILA Local Union No. 3000.

For the sole and only purpose of determining when the overtime rate shall be paid, if any of the holidays set out in Section (b) directly above fall on Sunday, then, and in that event, the following Monday shall be an overtime day, and work performed on said Monday will be paid at the overtime rate.

Article VI (6)

WAGES

- (a) All men working in the capacity of longshoremen shall receive wages as set out in Appendix "A" hereto.
- (b) Meal hours shall be as follows (subject to flextime exception in Article VII):

From 6:00 a.m. to 7:00 a.m.- Breakfast From 12:00 noon to 1:00 p.m.- Dinner From 6:00 p.m. to 7:00 p.m.- Supper From 12:00 midnight to 1:00 a.m.-Midnight Lunch

Work performed during meal hours shall be paid as per Appendix "A," except for longshoremen starting work during the meal hour.

- We working hand-stowed general argo, no work shall be done during meal hours xcept on arrival or sailing day or for completing hatch; or in the case of an emergency, subject to autual agreement; but in no case shall a man torking hand-stowed general cargo work more tan six (6) consecutive hours without a meal our. Work performed during the meal hours set orth above shall be paid as per schedule.
- (c) Men engaged in the loading and disharging of the following commodities when hipped in bags or in bulk will receive the differntial rate as per schedule in Appendix "A":

Bones Creosoted Lumber and Materials Cement Bone Meal Sulphur Green Salted Hides Soda Ash Carbon Black Caustic Soda Fish Meal Cotton Dust H.S.P.A. Activator Toxaphene Dust Flourspar Sodium Aluminate Nicaraguan Copper Concentrate Lime Toxaphene Dust Lamp Black

Hexachlorocyclohexane (Benzene Hexachloride--sometimes known as BHC--30%) Drilling Mud

Men engaged in loading and discharging any other cargo specifically labeled as "Poisonous Material" and bearing a "skull and crossbones" on the label, such as tetraethyl lead (as required by the U. S. Department of Transportation "authorized hazardous materials warning labels," revised in January 1974, and based on the United Nations Labeling System), noncontainerized reefer cargo, or loose baled rubber which is being hand-handled in the hold, also will receive the differential rate as per schedule in Appendix "A."

When any new commodities are handled which the Union feels should be penalty cargo, it may seek agreement with the Association thereon, failing which the matter shall be submitted to the grievance machinery hereunder.

Further, the same procedure may be followed by the employers seeking to remove a penalty or differential rate when there is a change in the packaging or characteristics of any of the commodities.

(d) EXPLOSIVES - Longshoremen, while actually handling explosives (those explosives identified as "Class 1.1" by the U. S. Coast Guard) or performing work on vessels where natches containing explosives are open, shall be said the explosive rate as scheduled, with a mininum of one hour at the explosive rate. Explosives are to be loaded in compliance with Coast Guard requirements and city ordinances. In the event of emergency, both parties shall have the right to further discussion.

- (e) DAMAGED CARGO When cargo is to be shifted, discharged, or otherwise handled on vessels where fumes, smoke, water or oil or obnoxious odors are present, only longshoremen who physically come in contact with the damaged cargo or are directly subjected to obnoxious odors and/or fumes shall be paid the damaged cargo rate as per schedule, but when holds are clear of fumes, smoke or oil, water and obnoxious odors, undamaged cargo to be shifted, discharged or otherwise handled, shall be paid for at the prevailing rates applicable. In case of disputes as to what shall constitute damaged cargo, the matter shall be referred to the grievance machinery, in accordance with Article XVII.
- (f) When a vessel is worked with both a gantry and non-gantry device (e.g., shore cranes, water derricks, etc.), the automated schedule applies to the gang working with the gantry, and the general cargo schedule applies to the gang working with the non-gantry device.

Article VII (7)

GUARANTEES

Men hired to work at any points within the Port Limits shall receive the following guarantees, provided the full gang remains subject to the call of the stevedore unless dismissed earlier, except that when work is prevented by rain, the "Rain Clause" shall apply. A day gang can start at 1:00 p.m. without being owed any guarantee for the morning period under the following conditions: on vessels starting to work for the first time after arrival; vessels shifted from commercial docks to the Army Terminal (MTMTS), or on vessels shifted from the Army Terminal to a commercial dock; or on vessels shifted from a general cargo terminal to a bulk terminal or grain elevator, or on vessels shifted from a bulk terminal or grain elevator to a general cargo terminal, or on vessels shifted from a general cargo terminal to another general cargo terminal, or on vessels shifted from a grain elevator to another grain elevator. A day gang starting at 1:00 p.m. is not subject to the two-hour rain guarantee.

Start times for all vessels and all cargoes, including terminals:

AM Shift	PM Shift	
7 a.m.	6 p.m.	
8 a.m.	7 p.m.	
10 a.m. }1st arrival	10 p.m.	} Isl
12 noon*) only	12 midnight*	} arrival
1 p.mas per contract	1 a.m.*) only
This start does not apply to g	general cargo ope	rations.

Gar redered for a 7:00 a.m. start may not be put on standby without pay from 11:00 a.m. to 12:00 noon if they are to be ordered back to the job for 1:00 p.m.

If an employer works a container ship at a facility equipped with container gantries shared by other employers, and if the employer cannot obtain use of all needed gantries when he starts his ship because another employer is using the other gantries, then the employer may hire an additional gang(s) at the hiring time set out in Article XII(c) who are to report for work on the already started container ship at any of the starting times set out in Article VII to work with additional gantries when released by the other employer. All guarantees will be observed by all the employers.

Flextime:

Longshoremen ordered to work in direct support of gatehouse operations at automated container facilities may be ordered to begin work at 6:00 a.m., 7:00 a.m., 8:00 a.m., 9:00 a.m., 10:00 a.m., or 11:00 a.m., Monday through Friday, holidays excepted. An eight(8)-hour guarantee applies to individuals on flextime. Meal hours for these individuals shall be between 10:00 a.m. and 11:00 a.m., 11:00 a.m. and 12:00 noon, 12:00 noon and 1:00 p.m., 1:00 p.m. and 2:00 p.m., 2:00 p.m. and 3:00 p.m., and 3:00 p.m., and 4:00 p.m., respectively, and, if worked, shall be compensated at the meal hour

rate. wenty percent (20%) shift differential shall be paid above the straight-time rate of pay for hours worked by individuals on flextime before 8:00 a.m. and after 5:00 p.m. If the work of individuals on flextime extends beyond the ninth hour [the eight(8)-hour shift plus the meal hour period], the usual overtime rate, and not the twenty percent (20%) shift differential, shall apply.

Guarantees for Starts Other Than 10:00 A.M. or 10:00 P.M.:

When working bulk and general cargo operations, the guarantee will be four (4) hours; and if ordered back after the meal hour, two (2) additional hours and running time inside the City Front. A gang knocked off for the second meal hour shall be guaranteed an additional two (2) hours if ordered back.

When working fully automated vessels, including Ro-Ro stand the warehouse and terminal operations related thereto, the guarantee will be four (4) hours [or in the case of 12:00 midnight and 1:00 a.m. starts, five (5) hours]; and if ordered back after the meal hour, four (4) additional hours and running time. A gang knocked off for the second meal hour shall be guaranteed an additional two (2) hours if ordered back.

Guarantees for 10:00 A.M. and 10:00 P.M. Starts:

When working bulk cargo operations, the guarantee will be four (4) hours; and if ordered

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back after the evening or morning meal hour, two (2) additional hours and running time inside the City Front. A gang knocked off for the second meal hour shall be guaranteed an additional two (2) hours if ordered back.

When working general cargo operations, the guarantee will be five (5) hours. A gang knocked off for the 6:00 p.m. or 6:00 a.m. meal hour will be guaranteed an additional two (2) hours if ordered back.

When working fully automated vessels, including Ro-Ro ships and the warehouse and terminal operations related thereto, the guarantee will be four (4) hours. If ordered back after the noon or midnight meal hour, a four(4)-hour guarantee applies beginning at 1:00 p.m. or 1:00 a.m. If ordered back at 7:00 a.m. or 7:00 p.m. after the 6:00 a.m. or 6:00 p.m. meal hour or if the gang works through these meal hours past 7:00 a.m. or 7:00 p.m., then an additional four(4)-hour guarantee will begin at 7:00 a.m. or 7:00 p.m.

In all cases meal hours are excepted unless worked.

Any longshoremen added after work has begun will be guaranteed four (4) hours at the prevailing wage from the time they begin work.

Longshoremen ordered for a 7:00 a.m. start on the day following a no-work day shall be guaranteed one (1) hour plus whatever guarantee is applicable beginning at 8:00 a.m.

Work Outside of City Front:

Men leaving the City in order to work at terminals outside of the City Front shall be paid a minimum total of five (5) hours' pay for the first five (5) hours (meal hours excepted unless worked), provided the men remain subject to the call of the stevedore for this five-hour period unless dismissed earlier by the foreman. Men shall be paid running time after the first five-hour period.

Article VIII (8) GRAIN CLAUSE

On vessels loading bulk grain within the Port Limits, the following shall apply:

Grain gang sizes for shoreside elevators shall be a minimum of three (3) longshoremen, who will be used as deckmen for self-trimmers. Grain gang sizes for floating elevators shall be a minimum of four (4) longshoremen.

Vessels Using Grain-Trimming Machines:
A grain-trimming machine gang shall consist of five (5) deep-sea longshoremen.

When longshoremen are trimming grain, a longshoreman must be stationed over the hatch at all times, it being his duty to give instructions,

after findi. Jut what is necessary, to the spout tender at the elevator when to run and when not to run grain. Sufficient hatch boards shall be off to insure proper ventilation at all times.

Article IX (9)

RAIN CLAUSE

Subject to the first paragraph of Article VII and subject to the option hereinafter set out, in the event men are prevented from working by rain inside the City Front, they shall be guaranteed a minimum of two (2) hours at the full prevailing rate for the first two (2) hours of the period, and running time thereafter unless dismissed; if ordered back, they shall be guaranteed a minimum of two (2) hours at the full prevailing rate for the first two (2) hours of the second period, and running time thereafter unless dismissed. Men shall be required to cover the hatches before knocking off.

Men working outside the City Front who are prevented from working by rain will be guaranteed a minimum of four (4) hours at the full prevailing rate for the first four (4) hours of the period and running time thereafter unless dismissed.

Consistent with Article XIX--Safety, the employer shall have the option of working men during rain to load or discharge containers from a vessel or load or discharge a roll-on, roll-off vessel, provided the men are either suitably

Article X (10)

TRANSPORTATION

- (a) The City Front shall be considered as embracing all wharves, elevators and other places on both sides of the river from the Huey P. Long Bridge to Chalmette Slips, both banks inclusive, and also within the Industrial Canal from the Locks to the Seabrook Bridge and along the Mississippi River Gulf Outlet from the Industrial Canal to Michoud, the Algiers Canal Cut and the Harvey Canal. Port Limits constitute the geographical area covered by this contract.
- (b) Longshoremen working ships in stream shall be paid \$5.50 per round trip to cover round-trip "launch time."

Article XI (11)

PAYMENT OF WAGES

(a) For the purpose of determining the wage earned, at the end of each day's work the foreman

will give each man in his gang a time card stipulating the hours worked.

- (b) The workweek to end 8:00 a.m. on Monday, and the men are to be paid on Friday between 8:00 a.m. and 5:30 p.m. In the event a holiday falls on Friday, the men are to be paid on Thursday.
- (c) Each employer shall mail the Union an abstract of its payroll each week, giving the name of each employee covered under this Agreement, amount of money earned and hours worked, as well as his social security number. The abstract will provide for cumulated quarterly totals.
- (d) The employers agree to deduct from the weekly wages of the employees working under this Agreement, and to submit to the ILA Local No. ____ Federal Credit Union, such sums as are set forth on individually signed credit union wage assignment authorizations, under such conditions and in such form as is approved by the Association. Reasonable administrative expenses of this checkoff shall be borne by ILA Local No. Federal Credit Union.

ILA Local No. 3000 shall defend, indemnify, and save the employers harmless against and from all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the employer in reliance upon or in connection with any such credit union wage assignment authorizations.

Article XII (12)

HIRING AND REGISTRATION

- (a-1) Except as provided in Section (a-14) below, registered longshoremen with total service of at least seven hundred (700) hours per year for fifteen (15) or more years based on hours credited to the individuals' industry pension record shall be classified as "A-1"; registered longshoremen with total service of at least seven hundred (700) hours per year for at least five (5) years, but less than fifteen (15) years based on hours credited to the individuals' industry pension record shall be classified as "A-2"; and registered longshoremen with less than five (5) years' service of at least seven hundred (700) hours per year credited to the individuals' industry pension record shall be classified as "A-3." Application for a change in seniority status may be made at any time during a contract year after the seven hundred(700)-hour requirement has been met in the contract year in which the years-of-service requirement [either five (5) or fifteen (15)] is also met.
- (a-2) The first opportunity for daily employment (after regular gang members have been employed in their regular gangs and men with hatch priority have been employed) shall be given to those members of the "A-1" work force who are available for work at the Waterfront Employment Center at hiring times, after which additional job opportunities shall be offered to those members of

- work force available for work at the the "A Waterfront Employment Center at hiring times Isee also subsection (a-8)], after which additional job opportunities shall be offered to those members of the "A-3" work force available for work at the Waterfront Employment Center at hiring times. Job opportunities remaining after all available members of the "A-3" work force have been offered employment shall be offered to "A-1," "A-2," and "A-3" longshoremen who worked in the prior shift (who would otherwise be prohibited from "turning around"), after which additional job opportunities shall be offered to available registered men in other ILA crafts, and thereafter to available casuals. To be considered available for employment, any person seeking employment at the Hiring Center must be physically capable of performing the work being offered, must possess the tools or equipment required for the work being offered, and must not have committed a contract violation within the immediately preceding thirty(30)-day period, which violation must be evidenced by a written report from the foreman with the available job.
- (a-3) The hiring up of daily replacements at the Waterfront Employment Center shall be conducted in such a manner as to avoid charges of improper hiring. Specifically, such replacements will be hired in Bay 13 at hiring times and will not be hired in the foremen's offices or elsewhere.

- Fo. In will pick up longshore registration cards only when in Bay 13 at hiring times.
- (a-4) In order to facilitate the hiring of daily replacements at the Waterfront Employment Center, each company seeking replacements must each day list on a bulletin board provided for this purpose by the Association the name of the foreman of each gang hiring replacements at that shape-up, the number of replacements required, and the location and type of work.
- (a-5) Longshoremen must be employed at the Waterfront Employment Center at hiring time (as long as qualified men are available at the Waterfront Employment Center), except for (1) "A-1" and "A-2" men ordered directly back to the job or ship, and "A-3" men with hatch priority; (2) "A-1," "A-2," and "A-3" men regular in a gang (where the foreman and man have agreed he is regular, he appears on a preprinted time sheet. works regularly in the gang, and does not refuse to work certain types of cargo); and (3) replacements for men properly hired but who are not on the job. If a man is replaced on the job, the Union will be notified at the time of replacement. A gang or member of a gang cannot hire up for two different companies at the same shape-up.
- (a-6) At the completion of hiring, the foreman must turn in to Bay 13 a list of longshoremen hired. The list shall reflect the date and shape, the foreman's name and badge number, the

company by whom employed, the job location, and the names and badge numbers of all "A-l's," "A-2's," and "A-3's" hired by him whether regular or not. A foreman who has hired all regular men, and therefore was not required to go to Bay 13 to hire lower seniority groups or casuals, must nonetheless either turn in said list of men hired by him or (if no "A-1" men were hired at the Waterfront Employment Center) he shall telephone such information to the Union at telephone number 897-6203 no later than 9:00 a.m. (or 6:00 p.m. if an evening shape). At the end of the day's (or night's) work, each registered man must obtain his registration card from the foreman who will have them readily available.

- (a-7) Permanent vacancies in regular gangs must be filled, first by offering the position to qualified "A-1" longshoremen, and then to qualified "A-2" longshoremen. If a position in a bagged cargo gang or bulk gang remains vacant after being posted for thirty (30) days, the position may be offered to a qualified "A-3" longshoreman. No longshoreman may be regular in more than one gang. No regular foreman (a foreman with a preprinted time sheet) may be regular in a gang. All gangs must have a roster.
- (a-8) The makeup of any gang may not include more than one longshoreman who also holds a position as a regular foreman. A second longshoreman who also holds a position as a regular foreman may not be added until all "A-1" and

- "A-2" longshoremen available for work at the hiring center at hiring times have been offered employment.
- (a-9) Employers will not turn gangs around except for finishing ships or hatches. In finishing, day gangs cannot work past 11:00 p.m., and night gangs cannot work past 12:00 noon, unless a bona fide emergency arises, in which case the employer will immediately notify the Union and also meet with union representatives within seventy-two (72) hours to explain the problem in detail.
- (a-10) Any longshoreman working past 10:30 p.m. on any day shall not be permitted to hire up at the a.m. shape for the 7:00 or 8:00 a.m. shift the following morning provided registered longshoremen are available. The same rule applies to night gangs.
- (a-11) A man working as a foreman or superintendent in a prior period shall not be hired up as a longshoreman in the next period immediately following, and vice versa.
- (a-12) Whenever a longshoreman has worked a standard shift, he must cease work for at least eight (8) hours for a rest period (rest period begins when an individual's pay stops) unless qualified registered longshoremen are not available at the Waterfront Employment Center.

Standard shifts (not to be construed as guarantees) are as follows (see also the flextime exception in Article VII):

, m. to 6:00 p.m.

8:00 a.m. to 6:00 p.m.

10:00 a.m. to 6:00 p.m.

12:00 noon to 6:00 p.m.(Does not apply to general cargo)

1:00 p.m. to 6:00 p.m.

6:00 p.m. to 8:00 a.m.

7:00 p.m. to 8:00 a.m.

10:00 p.m. to 8:00 a.m.

12:00 midnight to 8:00 a.m.(Does not apply to general cargo)

1:00 a.m. to 8:00 a.m. (Does not apply to general cargo)

Any longshoreman who violates this provision, that is, he does not cease work for eight (8) hours for a rest period after he has worked a standard shift, shall be subject to discipline as follows, except those employed in the job classification set out under Article IV(A)(4)(c) where penalties of thirty (30) days, forty-five (45) days, and sixty (60) days apply respectively:

First offense - A written reprimand

Second offense - Suspension of his registration card for seven (7) days

Third offense - Suspension of his registration card for fourteen (14) days

A violation shall be removed from an individual's record one year following the date of the violation.

sup...ed by a specifically designated representative or alternate of the Association and the Union.

(a-14) The roster of the names of the members of the "A-1," "A-2," and "A-3" work forces will be reviewed annually in September. Any member of the registered "A-1," "A-2," or "A-3" work force who has not worked at least two hundred (200) hours per year as a registered longshoreman in any or all of the four bargaining units described in the contract between the Association and the four ILA locals shall be dropped one category, i.e., to "A-2," "A-3," or casual (nonregistered) status, respectively; however, if there are less than seventy-five (75) days during a contract year (Monday through Friday, a.m. shape-up only) on which registered men in other crafts are authorized to be employed, the revalidation requirement for "A-3" longshoremen shall be lowered from two hundred (200) to one hundred (100) hours worked per year.

Such members of the registered "A-1," A-2," and "A-3" work forces who do not work in accord with the requirements set out above will be excused for the following reasons. Where an individual is excused, he will be given credit as if he had met the requirements for that period so that he may maintain his status--but in no event shall he be given credit for more than the minimum requirements in any week in which he is so excused:

- individual spent in the Armed Services of the United States, provided he received an honorable discharge and returned to work as a longshoreman within ninety (90) days thereafter physically able and qualified to perform longshore work.
- (2) For such periods of time the individual was unable to work by reason of sickness or injury, during which period(s) of time he received disability income benefits under the NOSSA-ILA (AFL-CIO) Welfare Plan or received Workers' Compensation payments or disability benefits under a federal or state law, provided that following his recovery he returned to work as a longshoreman within ninety (90) days physically able and qualified to perform longshore work. The Association may require a physician's certificate from a physician selected by the Association attesting to the employee's physical ability and qualifications to perform longshore work.
- (3) For such periods of time the individual spent working in a supervisory position (including foreman) for an Association member company, or as a "Union" official (as defined in

Article I), provided he returned to work as a longshoreman within ninety (90) days thereafter physically able and qualified to perform all longshore work.

Members of the registered work force who fail to work at least two hundred (200) hours within a contract year and who do not qualify under the above appeal procedures will be reclassified into the next lower seniority group, provided they apply for the lower seniority card within sixty (60) days following October I and also pass a physical examination, otherwise they will lose their registration status. Reclassified individuals may seek reinstatement to their prior seniority status by working a minimum of seven hundred (700) hours in a subsequent contract year. Individuals reclassified more than once in successive years, i.e., "A-1" to "A-2" to "A-3," may work themselves back up to "A-1" status in two steps: by working at least seven hundred (700) hours in each of two contract years following the reclassification. Individuals who lost their registration status entirely and who seek re-registration into the work force must go through the procedure set forth in Section (a-16) below. Re-registered individuals [i.e., those who lost their registration status and were re-registered as an "A-3" under (a-16) below], and those who transferred from another craft and were registered as an "A-3" under (a-16)(10) below, shall not be eligible to count those years toward longshore seniority that

were ted to their industry pension record prior to the most recent registration date as an "A-3." Except, that after having worked at least seven hundred (700) hours each in five (5) succeeding contract years after being re-registered as an "A-3" under (a-16) or (a-16)(10), the individual may appeal to have his prior industry pension record reapplied toward longshore seniority. The length of the probationary period for newly registered "A-3's," if any, shall be determined on a case-by-case basis, but in no case shall exceed three (3) years.

(a-15) Disputes arising under this Article shall be handled in accord with Article XVII hereof, "No Strikes, No Lockouts--Disputes and Arbitration," except that they shall commence at
Step 2 by being referred to the Permanent Disputes Committee.

(a-16) To become a member of the "A-3" work force, the individual must meet the following conditions:

1. Have worked five hundred (500) hours or more as a longshoreman for the employers covered by this contract during a contract year on days when casuals were authorized to be employed, with preference in registration given to applicants qualified in forklift operations. The hours' requirement may change from time to time by mutual agreement of the Union and

'SA following a work force utilization review.

- 2. Evidence a sincere desire to seek a livelihood as a longshoreman by completing a satisfactory application for registration, which form may be obtained from the Union, and which form must be completed and submitted to the Association at any time after the five hundred(500)-hour requirement in subsection (1) above has been met, but no later than November 30 following the contract year in which the hours' requirement was met.
- Complete (if not already completed) an employment eligibility verification form (I-9) at the Waterfront Employment Center, and complete a police background check authorization.
- Furnish proof that a badge number has been obtained from the Waterfront Employers of New Orleans (must have official social security card in possession).
- Furnish proof that he owns a pair of approved safety shoes and an approved hard hat.
- The applicant will be evaluated in terms of his character, background, and suitability for employment as a

longshoreman in determining his eligibility for registration, which is based on the police report, unemployment compensation and workers' compensation report, waterfront employment record, and the result of the substance abuse policy and physical examination, but such evaluation will in no way be related to union membership or lack thereof or to race, creed, color, sex, age or any other reason prohibited by law. That the applicant has filed a claim for unemployment compensation or workers' compensation is not in itself a disqualifying factor.

- 7. An applicant will not be eligible to register in the "A-3" work force if he has done any of the following things on three (3) or more occasions, as evidenced by written complaints from three (3) different employers covered by this contract. Copies of such written complaints are to be furnished by the employer to the Association and the Union within one week of the incident.
- (a) Failed to accept any type of longshore work offered.
- (b) Failed to report for work after hiring up or failed to remain on the job until dismissed by the foreman.

- (c) Failed to follow the foreman's orders.
- Satisfactorily complete a safety course to be presented by the Association. The Union will be invited to the meeting.
- Pass a substance abuse test (pursuant to Article XIX) and physical examination by Drs. Houston, Roy, Faust & Ewin Physical Examination Center, the cost of which shall be paid by the Association.
- 10. An individual is not eligible to become a member of the longshore "A-3" work force under the provisions of this Section (a-16) if s/he is already registered in one of the bargaining units between the Association and ILA Locals 1497, 1802, and 854 unless s/he agrees to terminate the registration status in the other craft, fully understanding that the decision is irrevocable.
- (b) This hiring control system shall not affect the authority and responsibility which foremen now have to supervise the men in their respective gangs. Men shall be employed only by cargo foremen or superintendents.
- (c) Subject to the flextime exception, hiring shall take place in Bay 13 at 6:00 a.m.,

14:30 p.m. The 6:00 a.m. hiring shall be for 7:00 a.m. starts and out-of-town starts only. No longshoremen represented by Local No. 3000 shall be requested to arrive at place of shape-up before 6:00 a.m. or 6:30 a.m. in order to be employed for a day shift. No longshoremen represented by Local No. 3000 shall be requested to arrive at place of shape-up before 4:30 p.m. in order to be employed for a night shift. Foremen shall not hire before 6:00 a.m. or 4:30 p.m. Every possible effort will be made to notify the hiring site at 6:15 a.m. and 4:15 p.m. when the employer finds that it will not require its usual gangs so that these men may be released in sufficient time to seek employment elsewhere. Longshore work will not commence prior to 7:00 a.m. Foremen (or their management designate) with 7:00 a.m. or out-of-town starts will be required to wait until 6:30 a.m. before replacing regular gang members or longshoremen with hatch priority.

- (d) Hatch Priorities (Applies only to "A-1" and "A-2" men working general cargo and to "A-3" men working bagged cargo).
 - 1. When a general cargo gang is hired, reports shipside, is assigned to a particular hatch and actually commences cargo operations, the gang shall not be knocked off before the completion of the hatch. It is understood that neither the rigging of a hatch nor the opening or closing of a hatch cover

blishes any hatch priority whatsoever for the gang performing such
work. It is the intent of this section
that no gang can claim any priority to
a hatch until the gang actually puts a
load of cargo into the hatch or takes a
load of cargo out of the hatch. It is
also understood that the priority applies
only to cargo stowed within the hatch.
It is further understood that priorities
do not extend to such work as cleaning
of a hatch, lashing, loading, or removing dunnage, and so on.

Nothing contained herein shall prohibit the employer from shifting a gang or any men in a gang from hatch to hatch, ship to wharf, wharf to ship, ship to barge, barge to ship, or ship to ship, provided a gang that is shifted works as many total hours as it would have worked had it not been shifted. It is understood that the gang acquires no priority to any hatch to which it is so shifted.

Anything herein to the contrary notwithstanding, the number of men in a gang may be reduced at the completion of any period (as a period is defined in Article VII--Guarantees) provided the prescribed minimum gang

west

sizes and said period guarantees are observed.

- 2. When a hatch is split after one gang has already commenced loading cargo therein or discharging cargo therefrom, with the result that a second gang is also assigned to work cargo in the same hatch, the first gang which worked cargo in the hatch retains the preference to the hatch, regardless of any circumstances which might cause the employer to later decide to again work the hatch with only one of the two gangs.
- 3. When a hatch starts work for the first time and two gangs are originally assigned and simultaneously commence either loading cargo therein or discharging cargo therefrom, each gang shall have a preference for completion of the work in the particular end of the hatch it started. If the employer later decides to work the hatch overall with only one of the two gangs, then it shall be the forward gang, provided the gang knocked off is paid the applicable guarantees as defined in this Agreement.
- Loading and discharging are separate and distinct operations, and at the completion of either the loading or discharging operation the employer

shall have the option of retaining the same gangs who worked in the first operation for the second operation, or of hiring new gangs for the second operation.

- Hatch priorities may be waived when there are two (2) hours' or less work where one gang can finish one or more hatches in a guaranteed period.
- (e) Vacancies in gangs created by the absence of a regular man who is ill or injured will be filled within thirty (30) days. The absent man will be reinstated in the gang upon his return, provided he keeps his foreman advised of his status and provided he is fully qualified to perform the work in question upon his return.
- (f) Within thirty (30) days of signing an Agreement, all gangs must be filled out.
- (g) Longshoremen who hire up using another longshoreman's card shall forfeit their cards (cards of both men).

Article XIII (13)

POLICE REGULATIONS

For just cause a registered longshoreman shall be removed from the list of registered long-shoremen by the Association and Local No. 3000, and his identification card shall be cancelled. Just cause shall include conviction of theft on the

waterfre displaying a weapon or taking part in any fight at the Waterfront Employment Center, in the area within six blocks of the Center, or any dock, ship or wharf, as well as other similarly serious offenses. Disputes arising under this Article shall be subject to the provisions of Article XVII, No Strikes, No Lockouts-Disputes and Arbitration.

Article XIV (14)

WORKING REGULATIONS

Foremen working as foremen shall not be included in any of the gang sizes listed below.

- (a) Gang sizes for general cargo:
 - Hand-stowed 13 [See Sections (h), (i), and (j) for larger gang sizes]
 - 2. Unitized Wharf 11
 - Barge 10
 - Simultaneous 12
 - Steel and allied products, such as tinplate, aluminum, billets,

etc. - Wharf - 11

- Barge 10
- Simultaneous 13
- 4. Heavy lifts 9
- Ro-Ro 14 when working a combination of 100 containers or less and/or 500 gross tons of break bulk or less

Multipurpose vessels - 13 when working break bulk and containers

- (b) Gang sizes for all bulk operations:
 - Scrap 3 [includes the traxcavator driver(s) and/or bulldozer driver(s)]
 - Bulk sugar 6 men per vessel plus I or more traxcavator and/or bulldozer operator(s), the latter to be employed only when trimming work is necessary but for the applicable guarantee period
 - 3. Bulk rocks and ore

 1 crane 4
 2 or more 5
 tor driver(s) and/or
 bulldozer driver(s)]

A gang for loading or unloading containers to or from a container ship shall consist of eighteen (18) men plus two (2) drivers.

- (c) The above gang sizes are minimums and extra labor will be hired as required.
- (d) Where shoreside cranes or equipment and/or floating derricks are used instead of ship's gear when going to the wharf with break-bulk or unitized cargo, the gang may be reduced by one (1) winchrunner.

- (e) When stuffing/stripping containers, there shall be not less than one (1) longshoreman for palletized or unitized cargo. When hand-stowing cargo in containers, there will be at least two (2) deep-sea longshoremen per container (exclusive of drivers).
- (f) In all cases, longshoremen are to be assigned and shifted as needed by the employer within the gang he is assigned to.
- (g) The minimum gang size need not be increased during the course of cargo handling operations (1) if a cargo requiring a larger minimum gang size is handled for less than two (2) hours during an eight(8)-hour period in the operations described above in (a), or (2) when discharging bundles of unitized plywood even though two (2) hook-on men must be utilized on the wharf during such operations.
- (h) If a general cargo gang is working hand-stowed cargo in a ship hold and both sides of the hatch are working hand-stowed simultaneously, eight (8) men shall be used in the hold.
- (i) If a general cargo gang hand-stows loose, bagged cargo in a ship hold for more than two (2) hours within an eight(8)-hour period, a fifteen(15)man minimum gang size is to be employed unless shore cranes or floating derricks are used, in which case a thirteen(13)-man minimum gang size may be employed.

- (j) When sorting (but not bulking) loose, bagged coffee inside a ship hold, and the bags are not block-stowed or the individual marks or lots are stowed less than three (3) bags deep (necessitating skimming), a minimum of ten (10) men shall be used in the hold.
- (k) Management personnel, or other non-bargaining unit personnel, shall not be permitted to perform any of the work covered under this Agreement. The penalty for a first offense is a reprimand; and for a second offense, ten (10) days off in the industry without pay.
- (I) Each employer shall supply to the Union a list of the regular men in its regular company gangs, giving the names and badge numbers of each man.
- (m) 1. Except as specifically restricted by express language of this contract, particularly that covered under this paragraph (m), Management shall have the right to direct the performance of work as to method of operation, slingload size, or in any other respect, but with due regard to the safety and reasonableness of the workload imposed on the men. Proposed major changes in operational methods shall be presented to the Methods Committee in advance for the determination of the limited questions of safety and whether the workload is reasonable, such determination to be made under the machinery of paragraph 2 of this Article, immediately following; provided, however, in cases where a ship arrives without advance

- notic to which changes in operational methods are required, the changes will not be required to be discussed in advance and there will be no interpuption of work, and the issues raised will be resolved before the next such vessel arrives. The Committee named under paragraph 2 below shall have the authority to request and to conduct such investigations, experiments and surveys as they or he deems necessary in order to arrive at their decisions.
- 2. There will be established a Methods Committee composed of two (2) representatives appointed by Local No. 3000, and two (2) representatives appointed by the Association. Either party requesting a methods change covered under paragraph 1 above shall promptly present this change to this Committee for decision. If the matter is not disposed of in this step within seven (7) days of the presentation of the change, or within such additional time mutually agreed upon, an impartial chairman shall be automatically appointed. This impartial chairman shall be the next arbitrator in rotation, as selected under Article XVII, paragraph (c), Step 3. In any case where the Committee then fails to agree on any question submitted to its jurisdiction within seven (7) days after the impartial chairman is appointed, unless this period is extended by mutual agreement, the impartial chairman shall promptly make the decision in writing and it shall be issued within forty-eight (48) hours after the hearing is closed. Such decision shall be final and binding

- ne parties. All costs of the impartial chairman shall be equally borne by the parties hereto.
- (n) Unless there is a contrary determination by the Methods Committee, when hand-stowing cotton or linters there shall be no more than three (3) bales of cotton or three (3) bales of linters in one slingload.
- (o) A derrickman shall be stationed over a hatch at all times during loading and unloading. For safety reasons, in the event there is no derrickman stationed over the hatch and the superintendent fails to remedy the situation after being notified, the gang shall have the right to cease work until that situation is remedied.
- (p) Whenever a man has worked twelve (12) hours, he shall have the right to cease work for eight (8) hours for a rest period and shall not be discriminated against for knocking off.
- (q) Ice water, in sanitary covered containers, shall be provided all year. Water shall be prepared under sanitary conditions.
- (r) When gasoline-driven mechanical equipment is used in any hold or tweendeck, a ventilator shall be provided; wharves will be properly ventilated.
- (s) When men work ten (10) minutes after the hour, they shall be paid one-half (1/2) hour; if they work forty (40) minutes or more after the hour, they shall be paid for one (1) hour. Men

mu called up out of the ship's hold and given sufficient time to cover hatches so that they will be covered by knocking off time.

- (t) No persons, watchmen, guards, foremen, union officials, delegates, or longshoremen are to have firearms or other weapons in the hold of a ship while longshoremen are working therein. No foremen, union officials, delegates, or longshoremen are to have firearms or other weapons in the vicinity of the ship or at the hiring center.
- (u) Sanitary lavatory facilities shall be provided on all job sites. They shall be cleaned no less than once per week.

Article XV (15)

ACTIVITIES OF FOREMEN AND SUPERINTENDENTS

- (a) Foremen and superintendents shall not be required to be members of Local Union No. 3000.
- (b) The following shall constitute offenses on the part of foremen and superintendents:
 - 1. Making loans to men.
 - Receiving graft of any kind from men.
 - 3. Defrauding men of their earned time.
 - Starting men to work before regular time or working them after knocking

- off time unless men are paid at the prevailing rate.
- Starting men rigging or getting gear before regular time unless men are paid at the prevailing rate.
- 6. Foreman habitually abusing men,
- Hiring before the hour as outlined in this contract.
- 8. Foreman boycotting members of Local Union No. 3000 by passing word from one foreman to the other or from one firm to another to not hire certain members of the abovenamed Union. This rule does not prohibit a foreman from refusing to employ a man who is not satisfactory to him, nor from reporting to the superintendent of his employer his reason for not employing said man.
- Any foreman or superintendent who willfully and intentionally does not call men up in sufficient time to close hatches in accordance with Article XIV(s).
- Willfully violating the hiring procedures as set forth in Article XII hereof.
- (c) Any foreman or superintendent who violates any of the above provisions shall for the

fi fense be given a written reprimand; for the second offense, be given seven (7) days off without pay; and for the third offense, be suspended for fourteen (14) days. A violation shall be removed from an individual's record one (1) year following the date of the violation.

Article XVI (16)

ACTIVITIES OF UNION REPRESENTATIVES

Only duly appointed union representatives shall be permitted to go on piers or company installations or to board ships, and so far as permitted to do so falls within the individual employer's jurisdiction for the purpose of investigating grievances or ascertaining whether this Agreement is being properly observed. The president of the Local Union shall supply to the Association a list of names of all duly authorized union representatives of the Local. In investigating grievances and carrying out duties, such representatives shall not interfere in employers' operation or work of any kind or character and shall faithfully abide by Article XVII, particularly paragraph (a) and paragraph (c), Step I, in investigating grievances.

Any union representative on the above list using abusive language or acting in a threatening or abusive manner shall for the first offense be reprimanded, for the second offense be given ten (10) days off without pay, and for the third

'fense be suspended for thirty (30) days or dismissed.

Article XVII (17)

NO STRIKES, NO LOCKOUTS-DISPUTES AND ARBITRATION

(a) No Strikes - No Lockouts

There shall be no strikes, work stoppages, nor shall there be any lockouts.

(b) Disputes Procedure and Arbitration

The parties accept the principle that any dispute involving the interpretation or application of the terms of this Agreement shall be resolved in an orderly and expeditious manner. They commit themselves to the procedure outlined below. Failure by either party to staff and maintain the Permanent Disputes Committee provided for herein and failure to deal with disputes under the disputes procedure shall constitute a violation of this Agreement.

(c) These steps shall be followed to insure prompt resolution of disputes:

Step 1. When a problem arises, it shall be discussed immediately between the appropriate representatives of the employer and Local Union No. 3000; if they are unable to reach a satisfactory settlement, either side may request immediate referral of the matter to Step 2. As soon as such request is made known, each party shall notify its

representatives on the Permanent Disputes

Permanent Disputes Committee consisting of two representatives of the Association and the president and one other officer of Local 3000. Each member shall have a designated alternate who shall serve in the event a member is unavailable. If the matter is not disposed of in this Step 2 within forty-eight (48) hours of the origin of the dispute, or within such additional time mutually agreed upon, either party may take the dispute to final and binding arbitration.

Step 3. The parties have mutually agreed upon the following panel of five (5) arbitrators:

Barry J. Baroni
Samuel J. Nicholas, Jr.
J. Earl Williams
John F. Caraway
A. Dale Allen, Jr.

By lot, the parties shall determine the order in which the arbitrators shall be asked to serve, and they shall thereafter serve in rotation. If an arbitrator whose turn it is to hear a dispute is unavailable, the next arbitrator on the list shall hear it. If none of the panel of five (5) arbitrators is available, the Secretary of Labor, upon the request of either party, shall forthwith appoint an arbitrator to serve until one of the panel of five (5)

arbitrators becomes available. If the above procedure fails to produce an arbitrator promptly, either party may resort to binding arbitration by requesting the appointment of an arbitrator by the Federal Mediation and Conciliation Service.

The arbitrator's authority shall be limited to interpretation and application of the terms of this Agreement. He shall rule on any dispute as to the authority and duties of the Methods Committee and its impartial chairman and as to the interpretation and enforcement of the provisions of this Agreement relative to the Methods Committee. The arbitrator shall have no authority to render decisions which have the effect of adding to, subtracting from, or otherwise modifying the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. His fees and expenses shall be shared by the parties.

Upon receipt of notification of a dispute referred to him, the arbitrator shall promptly schedule a hearing. The award of the arbitrator shall be in writing and shall be issued within forty-eight (48) hours after the hearing is closed or within such other period as the parties may mutually agree upon. The award may be issued with or without opinion. If any party desires an opinion, one shall be issued, but its issuance shall not delay the making of the award nor delay its compliance and enforcement.

The failure of either party to attend an arbitration hearing as scheduled by the arbitrator, after reasonable efforts to accommodate the parties, shall not delay said arbitration, and the arbitrator is authorized to conduct the hearing and issue an award as though such party were present.

(d) Either party to a dispute may bypass the procedure leading up to arbitration and obtain arbitration forthwith whenever a violation of Sections (a) and/or (b) of this Article shall be alleged. In this event, a notice of such allegation shall be made by telegram to the other party and to the arbitrator. The arbitrator shall hold a prompt hearing within seventy-two (72) hours after receipt of the notice and shall render an award within twelve (12) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation and shall prescribe appropriate relief, including an order to desist therefrom.

The time limits set forth in this Article at any step of the procedure or the observance of any steps prior to arbitration may be waived by consent of the parties in any case. The parties recognize that some disputes require more expeditious determination and that, therefore, more immediate referral to the arbitrator is desirable.

(e) Whenever a dispute arises in any gang and it necessitates calling a union official, the member calling the union official shall not be discriminated against.

Article XVIII (18)

PENSION, WELFARE, VACATION AND PAID HOLIDAYS

Pension, welfare, vacation, and holiday funds and contributions thereto, as presently established, will be continued for the life of this contract. However, participation in the funds referred to in this Article and provided for under the Trust Agreement between the parties hereto dated May 10, 1957, as amended, shall be limited to members of the New Orleans Steamship Association and those nonmembers of the New Orleans Steamship Association who were participating employers as of December 1, 1990. By mutual agreement between the parties to this bargaining agreement, other persons may be permitted to participate as employers under the above-referred-to Agreement and Declaration of Trust.

An hourly contribution as set forth below will be allocated to pensions, welfare, vacations and holidays. Effective October 1, 1993 through September 30, 1996, the contribution for registered members of the bargaining units working as longshoremen shall be \$6.615 on all hours paid at the bulk cargo rate; \$8.365 on all hours paid at the general cargo, break-bulk, and neo-bulk cargo rate, except for designated stacker/top-loader operators, which rate shall be \$8.865; and \$9.415 on all hours paid at the automated cargo rate. The contribution for nonregistered members of the bargaining units working as longshoremen (i.e.,

casuals) shall be \$9.415 on all hours paid at the automated cargo rate, and \$3.50 for all casual hours not paid at the automated cargo rate. The Trustees of the NOSSA-ILA Pension, Welfare, Vacation and Holiday Funds shall allocate the aforesaid contributions among the pension, welfare, vacation and holiday funds as they see fit and in their sole discretion, except that none of the contributions made on behalf of nonregistered members of the bargaining units (i.e., casuals) made at the \$3.50 rate (non-automated) shall be allocated to the vacation and holiday funds.

Article XIX (19)

SAFETY

- The parties shall use diligence to work in a safe manner, with the employers providing a safe work area; the U.S. Department of Labor Safety Code, Public Law No. 85-742, will be rigidly observed, and the parties will comply with all applicable provisions of the Occupational Safety and Health Act of 1970.
- In no case may employees wear tennis shoes, shower clogs, or other open, soft-soled or high-heeled shoes.
- An accident review committee, composed of labor, management, and safety representatives, has been established and shall meet periodically in order to meet the objective of minimizing accidents and injuries.

5. SUBSTANCE ABUSE PREVENTION AND TREATMENT PROGRAM

A. Pursuant to Article XIX of the collective bargaining agreement, NOSSA and the union have met and negotiated this program, which is now a part of the bargaining agreement.

NOSSA and Local 3000 recognize that the state of an employee's health affects his job performance and the kind of work he can perform, as well as an individual's opportunity for continued employment. The parties also recognize that drug and alcohol (substance) abuse ranks as one of the major health problems in the world. The parties are concerned with those situations where use of drugs and alcohol 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 substance abuse is important for successful rehabilitation, economic return to the industry, and reduced job disruption. The parties support sound substance 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

of the state of th

B. PROHIBITIONS: The use of any legally obtained drug/alcohol, to the point where such use adversely affects the employee's job performance, is prohibited. This prohibition covers arriving on the work premises with levels of any drug/alcohol tested as positive by agreed-upon testing procedures, 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, and the parties recommend, that the employee stay home. The use and/or possession of alcohol in any form and any quantity on the job is prohibited.

The sale, purchase, transfer, use, or possession of illegal drugs by employees on the work premises or while on employer business is prohibited. 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 purchased illegally. Arriving on the work premises with levels of any drug tested as positive by agreed-upon testing procedures, is prohibited.

C. SUBSTANCE ABUSE TESTING:

(1) The following standards for substance abuse testing have been agreed upon and I be applied strictly in accord with this memorandum. Standards for substance abuse testing of prospective longshoremen (i.e., those seeking to begin work as casuals, as defined by the Deep-Sea Agreement) shall be set solely by NOSSA.

Drug abuse testing shall be performed in NIDA (National Institute on Drug Abuse)-certified laboratories for all drugs for which employees are now being tested [Delta-9tetrahydrocannabinol-9-carboxylicacid(THC/marijuana metabolites), cocaine metabolites (benzoylecgonine), opiates, amphetamines, phencyclidine (PCP)] or may in the future be tested under federal guidelines issued by NIDA, and for barbiturates and benzodiazepines. Cutoff levels for the initial test (immunoassay screen) shall be set at 25 ng/ml for phencyclidine, 100 ng/ml for THC, 1,000 ng/ml for amphetamines, and 300 ng/ml for cocaine metabolites, opiates, barbiturates and benzodiazepines. Cutoff levels for the confirmatory test (gas chromatography/mass spectrometry) shall be set at a level of 15 ng/ml for THC, 25 ng/ml for phencyclidine, 150 ng/ml for cocaine metabolites and opiates, 500 ng/ml for amphetamines, and 300 ng/ml for barbiturates and benzodiazepines. Changes in NIDA cutoff levels will be applied under this memorandum. Testing for ethanol (alcohol) shall be performed under appropriate scientific standards and guidelines, with a cutoff level of 0.075% b.a.c.

(2) Substance abuse testing under this memorandum shall be permitted only as follows:

- (a) For reasonable cause: Whenever workplace factors give reasonable cause for an employer to question the ability of an employee to properly and safely perform his job and that drugs/alcohol may be a factor. These factors may include situations where facts, circumstances, physical evidence, physical signs and symptoms, or a pattern of performance and/or behavior would cause trained supervisors to reasonably conclude that an employee has violated this substance abuse policy; the basis for the conclusion will be reduced to writing when the employer requests the employee to submit to the test and a copy furnished to the union upon request. The employee shall have the right to notify a Local 3000 official to request representation.
- (b) After on-the-job accidents/incidents: Substance abuse tests may be required of those employees directly involved in on-the-job accidents resulting in injury, death, or property damage, or of those employees involved in incidents such as assaults or fights. The employee shall have the right to notify a Local 3000 official to request representation.
- (c) <u>Safety-sensitive jobs</u>: Operators of specialized equipment in safety-sensitive positions shall be tested approximately annually on an unannounced basis.
- (d) Reinstatement after rehabilitation: Individuals seeking reinstatement following substance abuse treatment must submit documentation from a

medical officer or counselor regarding successful completion of all treatment except for after-care or post-treatment, must take a "return-to-duty" substance abuse test, and must agree to take random substance abuse tests for a three-year period following reinstatement.

D. COLLECTION OF SPECIMEN: All urine specimens for drug testing shall be collected. stored, and transported in strict compliance with NIDA guidelines. Every collection site shall be responsible for sanitary collection of specimen while maintaining privacy, security, and the chain of custody. All specimen collected shall be packaged, sealed, labeled, and transported with the proper chain-of-custody procedures in compliance with NIDA regulations. The specimen must be sealed (with a tamper-proof seal) and labeled in the presence of the individual tested. If the individual to be tested is unable to produce sufficient specimen volume, he/she shall remain at the collection site and drinking water shall be provided until sufficient specimen volume can be collected.

If requested by the individual being tested and provided sufficient specimen is produced, a second sample (split sample) will be collected at the collection site at the same time as the first sample, and stored for future use in a secured, refrigerated environment with the same procedural safeguards as the first sample. The chain-of-custody form for the first sample will note that a split sample was collected. If the first

le is confirmed as positive, the individual may request (no later than one week after being notified of the positive result) that the second sample be tested at the same or a second NIDA-approved laboratory, all in compliance with NIDA guidelines, but at the individual's expense.

E. REPORTING OF RESULTS: Negative results of substance abuse tests shall be reported by the laboratory directly to NOSSA. All positive results of substance abuse testing shall be reported directly from the laboratory to a qualified medical review officer (MRO), who shall be a licensed physician with knowledge of substance abuse and of the drug testing procedure used. The MRO shall review, in compliance with NIDA guidelines. and report the results to NOSSA, which shall be responsible for maintaining such reports, in compliance with NIDA guidelines. Except as otherwise noted in this memorandum, test results will remain confidential and cannot be released to anyone without the express written authorization of the person tested, unless ordered by legal process. The union will be provided with the reports and other necessary documentation upon the union's request, once disciplinary proceedings are invoked.

F. REHABILITATION:

(1) An individual whose substance abuse test results are certified positive shall be afforded the opportunity to undergo rehabilitation, and efforts will be made to assist him/her in seeking oper treatment using available resources, including the industry's group medical plan where applicable. Such individual shall have his/her registration card revoked and he/she will be suspended from employment until the successful completion of an approved rehabilitation program. Such individual must enter into an approved program for substance abuse treatment within a ninety(90)-day period from the date of suspension. If an individual's tests are certified positive after already once having returned to work after completing a rehabilitation program, the individual will be permanently suspended from employment.

- (2) Individuals may seek referral to an approved program for treatment on their own, without a determination first having been made that the individual may be in violation of the substance abuse policy. The decision to seek voluntary assistance shall not be used as a basis for disciplinary action, and when the individual successfully completes the approved rehabilitation program, he/she will be reinstated, and will not be subject to random testing. A subsequent test which is certified as positive will result in the employee being offered rehabilitation pursuant to paragraph F(1) above.
- (3) Individuals seeking reinstatement following a suspension shall first be required to pass a substance abuse test and must also sign a written agreement that for a period of three (3) years from the date of reinstatement they will

reasonable notice. NOSSA agrees that such random testing may not be used to harass, intimidate, or as a means to discipline the employee. The terms of any after-care agreement initiated by the provider of the rehabilitation program may not supersede the provisions of the collective bargaining agreement.

G. PENALTY FOR NON-COMPLIANCE:

Any person found in violation of this substance abuse policy who refuses to submit to a test or who refuses to sign the required consent form or post-treatment (after-care) agreement shall be permanently suspended from employment. The consent form shall conform to NIDA standards.

H. 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 in the collective bargaining agreement, and all of the provisions set forth therein are applicable.

Article XX (20)

NOTIFICATION OF INJURY

Whenever an injury occurs to a longshoreman, the Union is to be notified. If the injury appears to be of a very serious nature, the employer shall give prompt notice by telephone to whatever telephone number the Union designates in writing. If the injury does not appear to be of a very serious nature, the Union will be so notified within the seven (7) days following the date of the injury.

In order to facilitate giving the men whatever credit is due them under the NOSSA-ILA Pension and Welfare Plans, each employer covered by this contract will send a report to the Administrator of the NOSSA-ILA Pension and Welfare Plans no later than November 30 of each calendar year, setting forth the names of all longshoremen employed by him who received Workers' Compensation benefits under state or federal law during the immediately preceding contract year (October I to September 30), and also setting forth the date of the injury, the period for which the man received Workers' Compensation benefits, and the amount thereof. If the man received a lump sum settlement, the report shall reflect the date that such settlement was made and the amount thereof.

Article XXI (21)

CHECKOFF

(a) The employers agree to deduct from the weekly wages of the employees working under this Agreement the sum of nine-tenths of one percent (9/10 of 1%) and one-tenth of one percent (1/10 of 1%) of the basic straight-time rate of pay for each hour for which the employee receives pay (rounded off to the nearest cent per week), plus

in of four percent (4%) of the basic straighttime rate of pay for each hour for which the employee receives pay; provided, however, that the employee has executed and presented to the employer a checkoff authorization in conformance with the forms set forth hereinafter; and further provided that the employer is presented with a checkoff of either 9/10 of 1% or a total of 1% per employee (a checkoff limited to 1/10 of 1% per employee cannot be processed). The dues/fees structure set out in Article XXI(a) prior to the June 10, 1992 dues/fees amendment will remain in effect for those individuals who have not submitted the new checkoff authorization form (after the June 3, 1992 amendment) and who have not provided proper written notice of revocation.

A man's checkoff will become effective not later than 8:00 a.m. on the Monday of the second week following the week in which the employer's designated representative receives the properly executed checkoff authorization form.

CHECKOFF AUTHORIZATION

Primary Local: __ Name Code: __ Badge: __-_

To the Members of the New Orleans Steamship Association:

I hereby assign to the International Longshoremen's Association, AFL-CIO, and to the South Atlantic and Gulf Coast District of the ILA. and I hereby direct my employer to deduct from my wages received by me by reason of my employment under one of the four collective bargaining agreements between the New Orleans Steamship Association and ILA Local Union 854, 1497, 1802, or 3000, the sum of nine-tenths of one percent (9/10 of 1%) of the basic straight-time rate of pay for each hour for which I receive pay (rounded off to the nearest cent per week), which sum represents that portion of my dues or agency fees to the International Longshoremen's Association and to the South Atlantic and Gulf Coast District of the ILA, as per capita. I further hereby assign to Local Union 854, 1497, 1802, or 3000 of the International Longshoremen's Association, AFL-CIO (assignment depending on which bargaining unit I work in at the time), and I further hereby direct my employer to deduct from my wages received by me by reason of my employment under one of the four collective bargaining agreements between the New Orleans Steamship Association and ILA Local Union 854, 1497, 1802, or 3000, such sum as is established from time to time as union dues or agency fees in accordance with each local union's constitution and by-laws and as set out in the respective collective bargaining agreement, as may be amended from time to time.

This assignment and authorization shall be irrevocable for a period of one year from the date hereof or until the expiration of the present

Association and ILA Local Union 854, 1497, 1802, or 3000, whichever is sooner, at which time it may be revoked by written notice given by me to the New Orleans Steamship Association and to my primary Local (the bargaining unit designated above) at any time during a period of ten (10) days prior to the expiration of the one-year period or the present agreement, whichever is sooner. If no such notice is given, this authorization shall be irrevocable for successive periods of one year thereafter, with the same privilege of revocation at the end of each such period.

Execution of this checkoff authorization is notice of my intention to cancel any and all prior checkoff authorizations addressed to you and made by me to the International Longshoremen's Association, AFL-CIO, the South Atlantic and Gulf Coast District of the ILA, and ILA Local Union 854, 1497, 1802, or 3000.

I have been given to understand that contributions or gifts to the above-mentioned unions pursuant to this assignment, are not deductible from my taxes as charitable contributions. However, they may be tax deductible from my taxes as ordinary and necessary business deductions, if so provided by law.

Dated Badge No. Signature

CHECKOFF AUTHORIZATION

Primary Local: __ Name Code: __ Badge: __-_

To the Members of the New Orleans Steamship Association:

I hereby assign to the International Longshoremen's Association, AFL-CIO, Committee on Political Education, and I hereby direct my employer to deduct from my wages received by me by reason of my employment under one of the four collective bargaining agreements between the New Orleans Steamship Association and ILA Local Union 854, 1497, 1802, or 3000 the sum of one-tenth of one percent (1/10 of 1%) of the basic straight-time rate of pay for each hour for which I receive pay (rounded off to the nearest cent per week).

This authorization is voluntarily made based on my specific understanding that:

The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by the employer(s);

The guideline amount indicated above is only a suggestion; and that I may contribute to the ILA COPE through other available methods a greater or lesser amount than that provided through

pay checkoff and will not be favored or disa untaged by the Union for doing so;

That I may refuse to contribute without reprisal;

And that the ILA COPE which is connected with the International Longshoremen's Association, AFL-CIO, and AFL-CIO COPE use the money they receive for political purposes (including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance).

I also understand that this authorization is revocable by me at any time upon my giving my primary Local (the bargaining unit designated above) and New Orleans Steamship Association ten (10) days' written notice.

I have been given to understand that contributions or gifts to the above-mentioned COPE fund pursuant to this assignment, are not deductible from my taxes as charitable contributions. However, they may be tax deductible from my

ordinary and necessary business deduc-

The second second		12.40
Dated	Badge No.	Signature
D III DO	Dauge 110.	Signature

CHECKOFF AUTHORIZATION

Primary Local: Name Code: Badge: -
To the Members of the New Orleans Steamship
Association:

I hereby assign to the International Longshoremen's Association, AFL-CIO, and to the South Atlantic and Gulf Coast District of the ILA, and I hereby direct my employer to deduct from my wages received by me by reason of my employment under one of the four collective bargaining agreements between the New Orleans Steamship Association and ILA Local Union 854, 1497, 1802, or 3000, the sum of nine-tenths of one percent (9/10 of 1%) of the basic straight-time rate of pay for each hour for which I receive pay (rounded off to the nearest cent per week), which sum represents a service fee I have agreed to pay to the International Longshoremen's Association and to the South Atlantic and Gulf Coast District of the ILA, to help cover the cost of general representation provided by the International and District. I further hereby assign to Local Union 854, 1497, 1802, or 3000 of the International Longshoremen's Association, AFL-CIO (assignment depending on which bargaining unit I work in at the time), and I further hereby direct my employer to deduct from my wages received by me by reason of my employment under one of the four collective bargaining agreements between the New Orleans Steamship Association and ILA Local Union 854, 1497, 1802, or 3000, such sum as is established from time to time as union dues or agency fees in accordance with each local union's constitution and by-laws and as set out in the respective collective bargaining agreement, as may be amended from time to time, which sum represents a service fee I have agreed to pay to the Local Union to help cover the cost of general representation.

This assignment and authorization is made voluntarily, in consideration of the services rendered by the International, District, and Local Unions to me as a nonmember, and with a full understanding that the Louisiana Right-to-Work Law specifically provides that I shall not be required to pay any dues, fees, assessments, or other charges to a labor organization, such as the ILA Locals, as a condition of employment. I also understand that this authorization is revocable by me at any time upon my giving my primary Local (the bargaining unit designated above) and New Orleans Steamship Association ten (10) days' written notice.

Execution of this checkoff authorization is notice of my intention to cancel any and all prior checkoff authorizations addressed to you and made by me to the International Longshoremen's Association, AFL-CIO, the South Atlantic and Gulf Coast District of the ILA, and ILA Local Union 854, 1497, 1802, or 3000.

I have been given to understand that contributions or gifts to the above-mentioned unions pursuant to this assignment, are not deductible from my taxes as charitable contributions. However, they may be tax deductible from my taxes as ordinary and necessary business deductions, if so provided by law.

Dated Badge No. Signature

- (b) The employer agrees to make weekly remittances to Local No. 3000 of the amounts so deducted from the employees' wages. The Union will be given three separate checks: one representing the International's portion, the second representing COPE's portion, and the third representing the Local's portion. The Association agrees to forward said checks to Local Union No. 3000 on a weekly basis. Such checks will be for the amounts deducted from the employees' wages approximately three weeks prior to the date of the remittance. It is understood that Local 3000 will thereafter forward the International's and COPE's checks to the International Union. Three percent (3%) administrative expenses of this checkoff are to be borne by Local No. 3000, and the amount thereof shall be deducted from the amount remitted to Local No. 3000.
- (c) Local No. 3000 shall defend, indemnify and save the employer harmless against and from all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the employer in reliance upon or compliance with any provision of this Article.

Article XXII (22) SAVINGS CLAUSE

It is mutually agreed that in the event any provision of this Agreement shall be found to be in violation of Public Act No. 101, commonly referred to as the Taft-Hartley Labor-Management Relations Act of 1947, or of the Landrum-Griffin Bill of 1959, only such provision shall be inoperative and the balance of the Agreement shall remain in full force and effect.

Article XXIII (23) NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, sex, national origin or any other reason prohibited by law.

Article XXIV (24) ROYALTY

(a) On containers which have not been stuffed or stripped by ILA labor, the royalty amounts set forth below in subparagraphs 1, 2, 3 and 4 shall be paid by the employer to the Administrator of the NOSSA-ILA Pension, Welfare, Vacation and Holiday Funds, hereinafter referred to as the "Administrator," Any such royalty monies actually paid to the "Administrator" on or after the effective date of this contract (whether or not previously accrued) shall be distributed by the

"Administrator" in accord with the provisions second hereinafter.

The "Administrator" in December of each year shall divide the total of said royalty monies [including LASH and/or SEABEE lighter royalty monies paid to him in accord with Section (g) of Article XXVII equally among all of the employees who are eligible for holiday payments from the NOSSA-ILA Holiday Fund, are employees of Cooper/T. Smith Stevedoring Co., Inc., who were employed seven hundred (700) hours or more in the prior contract year under Cooper/T. Smith's water derrick contract with ILA Local 3000, or were employed as compliance investigators by the Royalty Escrow Account and had seven hundred (700) hours or more contributed on their behalf to the NOSSA-ILA Welfare Fund in the prior contract year. In the case of each such employee who has executed an appropriate authorization, either in the form set out in the "Settlement Agreement" executed in January of 1974 in the cases entitled James McCleland, Jr., et al. v. New Orleans Steamship Association, et al., Civil Action 72-3372, U. S. District Court, Eastern District of Louisiana, and Dock Loaders and Unloaders of Freight Cars and Barges, et al. v. General Longshore Workers, et al., Civil Action 72-3382, U. S. District Court, Eastern District of Louisiana (which form, although still valid unless the appropriate written Notice of Revocation has been given in accord with the second paragraph thereof, has served its purpose insofar as those fighter royalties which were being held by Mid-Gulf Stevedores, Inc., attributable to contract years 1969/70, 1970/71, and 1971/72), or in the form set out below, the "Administrator" shall transfer and convey ten percent (10%) of said royalty monies directly to the Local Union designated by the employee in said authorization, in the form of a check drawn in favor of the International Longshoremen's Association.

- (1) On conventional ships, seventy cents (70¢) per gross ton (as provided in the Containerization Agreement).
- (2) On partially-automated ships (conventional ships converted for handling vans and containers) where not more than two hatches have been converted for the handling of containers, \$1.40 per gross ton (as provided in the Containerization Agreement).
- (3) On partially-automated ships (conventional ships converted for handling vans and containers) where not more than forty percent (40%) of the ship's bale cube has been fitted for containers, \$1.40 per gross ton (as provided in the Containerization Agreement).
- (4) On ships where more than two hatches have been converted or fitted for the handling of containers, or where more than forty percent (40%) of the ship's bale cube has been fitted for containers, \$2.00 per gross ton (as provided in the Containerization Agreement).

The foregoing payments shall apply only to containers the outside dimensions of which are 19'2" or more.

(a-1) ROYALTY CHECKOFF AUTHORIZATION

To the Administrator of the NOSSA-ILA Pension, Welfare, Vacation and Holiday Funds:

I hereby assign to the International Longshoremen's Association, AFL-CIO, ten percent (10%) of my portion, if any, of those
royalty monies which are paid to the Administrator of the NOSSA-ILA Pension, Welfare, Vacation and Holiday Funds, including,
but not limited to, lighter royalties, and I
hereby authorize and direct said Administrator to transfer and convey said amount to
Local Union ______ for transmittal to said
International, which amount represents union
dues. I further relieve the Administrator, in
discharge of his duties, from all liability to
the fullest extent allowed by law short of
breach of duty of loyalty to the undersigned.

This assignment and authorization shall be irrevocable for the period of one year from the date hereof or until the expiration of the present Agreement between New Orleans Steamship Association and Local __, whichever is sooner, at which time it may be revoked by written notice given by me to said

Administrator and to Local _____ at time during a period of ten (10) days prior to the expiration of the one-year period or said present Agreement, whichever is sooner. If no such notice is given, this authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period.

Soc. Sec. No. Local

- (a-2) Following the receipt of the checks for the checked off royalty monies from said "Administrator," the Local Union will forward the check in favor of the International Longshoremen's Association to said International Association.
- (a-3) Locals Nos. 854, 1497, 1802 and 3000 shall defend, indemnify and save the said "Administrator" harmless against and from all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by said "Administrator" in reliance upon or compliance with any provision of this Article.
- (b) Except for cargoes moved southbound or northbound into or out of the Port in the Puerto Rican trade, for each dollar paid by the employer to the "Administrator" of said Funds in accord with Section (a) directly above, the employer shall

istrator" for deposit in the "Fringe Benefit Account," which shall be jointly trusteed by the Union(s) and the Association. In connection with said "Fringe Benefit Account", the principals of the NOSSA-ILA Royalty Escrow Account shall have such power as is specifically granted them by this Article XXIV (24), including the employment of two (2) compliance investigators. The trustees shall be responsible for the collection and investment of said royalty monies. It is specifically understood and agreed that the amount in said "Fringe Benefit Account" for the contract year in question shall be allocated by the trustees in their discretion (subject to any applicable regulations in effect at the time) to any or all of the following funds: Welfare Fund, Vacation Fund, and/or Holiday Fund, but no such allocation shall be made to the Pension Fund.

(c) For easy reference, this Royalty Article has been set out in all contracts which the Association has with ILA Local Unions (854, 1497, 1802, and 3000), but this repetition is not intended to result in any pyramiding, compounding or duplication of any royalty monies or other monies required to be paid by an employer under the terms of the Royalty Article; i.e., even though the Royalty Article is set out in four contracts, the employer shall make payments only once and not four times.

Article XXV (25)

MASTER CONTRACT PROVISIONS

Subject to the provisions listed below, NOSSA agrees that the Master Contracts, Containerization Agreement, LASH/SEABEE Agreement, Rules on Containers, Hollywood Agreement, and Agreement after Renegotiation under Paragraph 8 of the Containerization Agreement have been incorporated into this local Agreement (see Appendix "B" to this contract). The provisions are:

- (a) All provisions held invalid by the courts or the NLRB or superseded by subsequent agreements shall be inoperative, and the balance of the provisions shall remain in full force and effect.
 - (b) The agreements shall pertain only to work historically performed in the Port by the ILA and are only intended to preserve the existing jurisdiction of the ILA. NOSSA and ILA Locals 3000, 1497, 1802, and 854 agree that they disagree on the meaning and intent of the phrase "work historically performed in the Port by the ILA," and further agree that neither side has yielded on their interpretation of this phrase. NOSSA and ILA Locals 3000, 1497, 1802, and 854 agree that by this language neither has waived the right to argue their interpretation of the first sentence of

- this paragraph before an appropriational.
- (c) Notwithstanding any of the provision listed above to the contrary, the right strike may not be exercised.
- Direct employers signatory to the local co tracts will not be held liable for violations of the agreements listed above where the agreements, their terms, do not apply to the direct employer
- Clerical Work Covered by Agreements A
 to paragraph 6D at page B18 of Appendix "B"

"This agreement shall pertain only to work historically performed in the Port by the ILA and is intended only to preserve the existing jurisdiction of the ILA. NOSSA and the ILA agree that they disagree on the meaning and intent of the phrase 'work historically performed in the Port by the ILA,' and further agree that neither side has yielded on their interpretation of this phrase. NOSSA and ILA agree that by this language neither has waived the right to argue their interpretation of the first sentence of this paragraph or the paragraph above in its entirety before any appropriate tribunal."

 Small Container Ship Contract - Paragraph at page B18 of Appendix "B": Local port custo does not require the additional man in Section and each party reserves the right (ir own interpretation of the last sentence of Section 4.

- Carriers and only the carriers executing the Master Contract shall be bound to the Management-ILA hearing panels or committees.
- ILA Locals 3000, 1497, 854, and 1802 agree to waive their right under Section 6E at B41.
- The Tampa Agreement and Charleston Agreement are not incorporated by reference.
- 8. The above seven items shall also apply to the Master Contract dated December 1, 1990, where applicable. The carriers have assumed responsibility for items 8, 10, 12, and 13 in the Master Contract, and the management signatories to this local Agreement are not required to undertake any liability for such items.
- The language pertaining to clerical work in item 3 above applies to item 9 in the 1990-1994 Master Contract.
- 10. The direct employer signatories' liability with regard to item 11 in the 1990-1994 Master Contract is set forth in the current local Agreements in the article entitled "Royalty."
- 11. The New Orleans Steamship Association subscribes to the Master Agreement effective February 27, 1992, only as to terms and conditions relating to containerization, LASH, and Ro-Ro. This agreement is conditioned on the following: Any terms, conditions or regional

accommodations presently in eff the port or ports represented by the Association, as of the 27th day of February which are not consistent with Master Contract terms shall continue in effect for the full Master Contract term. Any arbitrations or grievances as to the meaning or effect of this condition shall be determined under the local agreement. Any subscriber to or member of the CCC may utilize any accommodation described above on the same terms and conditions as are currently applicable to current users. The above agreement shall not be affected by any amendment hereafter made to the Master Agreement. In the event the West Gulf ends up with anything that the New Orleans Steamship Association considers better than this February 27, 1992 agreement, then the New Orleans Steamship Association will have the very same language added to this agreement.

Article XXVI (26)

LASH SYSTEM SHIPS AND SEABEE TYPE SHIPS

(Special provisions applicable within the Port Limits as defined in Article I--Préamble hereof)

(a) See Appendix "B" on provisions applicable to LASH and SEABEE.

(b) Work During Meal Hours

Men working the ship will work meal hours at the employer's discretion but, when so working, they will be permitted to eat on the job. Meal hours worked shall be paid as per Appendix "A" hereof.

(c) Finishing Periods (Day or Night)

It is specifically understood and agreed that LASH system ships and/or SEABEE type ships and LASH lighters and/or SEABEE lighters are covered by Article VII--Guarantees, Finishing Periods (Day or Night), and that in applying this provision to LASH and/or SEABEE lighters, it is intended that the gang may be required to work two or more lighters during any such period.

(d) Rain Clause

Consistent with Article XIX--Safety, men will work the ship without interruption, rain or shine, and those men who are exposed to the weather on the ship will be furnished personal foul weather gear by the employer. Men will load and/or discharge cargo into or from lighters provided the men are suitably sheltered from the rain.

(e) No Hatch Priorities

Article XII(d) hereof shall have no application to a LASH system ship and/or SEABEE type ship or LASH and/or SEABEE lighters.

(f) <u>Derrickman</u>, Winchmen, and Crane Operators

Article XIV(o) hereof shall have no application to a LASH system ship and/or SEABEE type ship or LASH and/or SEABEE lighters.

(h) Article XXV-Rules on Containers

Article XXV--Rules on Containers, shall not be construed so as to apply to LASH and/or SEABEE lighters.

(i) LASH/SEABEE lighters not used in the LASH/SEABEE mode (i.e., used outside the LASH/SEABEE system) shall be treated as river barges and shall remain in the jurisdiction of Local 3000.

Article XXVII (27)

PARITY

It is hereby agreed that any agreements or understandings agreed upon by ILA Local 3000 shall be made available to any NOSSA member who has a similar operation. It is further understood that if during the term of this Agreement any changes are offered by NOSSA to any of the four ILA locals on one of the "common items," NOSSA agrees it will offer the same terms to the other locals.

Article XXVIII (28)

TERM OF AGREEMENT

This Agreement is to become effective as of the first day of December, 1990, and shall remain in full force and effect until twelve o'clock midnight September 30, 1996, and may not be reopened for any reason prior to that time.

> DATED THES 28th DAY O SEPTEMBER, 1994, BICORPORATING ALL PHOR CONTRACT AMERICANTS

LLACTOCAT THUON HO. 2000

Charles and some

MEW ORLEANS STEAMSIES ASSOCIATION

HEY DELEANS STEAMS OF THE STATE OF ASSOCIATION

A. LOCAL UNION NO. 1000

D BURNE, President C. DAVID BURNS, Treaters

CONTRACT COMMITTEE

I.L.A. LOCAL UNION NO. 3000

Irvin A. Joseph, President Charles E. Coleman, Vice President Henry L. Glover, Recording Secretary Mark H. Ellis, Financial Secretary-Treasu

Charlie Booker
James O. Campbell
Eddie L. Chaney
Joseph Hall
Willis Kent, Jr.
Jake Lane

Earl T. Lindsay, Sr. Moses Powell Paul V. Seruntine

James Stewart Douglas Turner

Ralph Walker

APPENDIX "A" - WAGE SCHEDULE

EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE WAGES AS FOLLOWS:

		Normal Cargo	and C With	ential Cargo arpenters Own Tools Damaged/ Explosives	Explosives and Damaged	Carpenter With Own Tools— Differentia Cargo
00		- A -	-B-	- C -	- D -	- E -
6	BULK CARGO	PERATI	ONS			
Effective 12/1/90 through 9/30/96	Basic Rate (7:00 a.m. to 6:00 p.m.): 2nd Shift (6:00 p.m. to 12:00 midnight): 3rd Shift (12:00 midnight to 7:00 a.m.): Overtime Hours (on holidays and after 40 hours in a week with a single employe	12.50 straight-t	\$12.10 12.30 12.60 ime 18.15	\$24.10 24.50, 25.10 36.15	\$24,00 24,40 25.00 36.00	\$12.20 12.40 12.70
	Meal Hours:	24.00	24.20	36.15	36.00	24,40

BREAK-BULK AND NEO-BULK CARGO OPERATIONS (INCLUDING STEEL AND ALLIED PRODUCTS)

			- A -	- B -	- C -	- D -	- E -	
Effective 12/1/90		Straight-Time Hours: Overtime Hours: Meal Hours:	\$15.50 23.25 31.00	\$15.60 23.40 31.20	\$31.10 46.65 46.65	\$31.00 46.50 46.50	\$15.70 23.55 31.40	
Effective 10/1/91	1	Straight-Time Hours: Overtime Hours: Meal Hours:	\$16.00* 24.00 32.00	\$16.10 24.15 32.20	\$32.10 48.15 48.15	\$32.00 48.00 48.00	\$16.20 24.30 32.40	
Effective 10/1/92 through 9/30/96	1	Straight-Time Hours: Overtime Hours: Meal Hours:	\$16.50* 24.75 33.00	\$16.60 24.90 33.20	\$33.10 49.65 49.65	\$33.00 49.50 49.50	\$16.70 25.05 33.40	

^{*}Effective 10/1/91, designated stacker/top loader operators working in container yards shall receive a \$4.00-perhour S/T differential (to increase by 50¢ per hour on October 1, 1992) while the yard is open to outside traffic. This is not intended to create new positions nor lock in current positions.

(Continued)

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	FULLY AUTON	ATED VESSELS	
AND WAREHOUSE	AND TERMINA	L OPERATIONS RELATE	D THERETO

		And the Control of th					
			- A -	- B -	- C-	- D -	- E -
mee de	1	Straight-Time Hours:	\$19.00	\$19.10	\$38.10	\$38.00	\$19.20
Effective	1	Overtime Hours:	28.50	28.65	57.15	57.00	28.80
12/1/90	1	Meal Hours:	38.00	38.20	57.15	57.00	38.40
	1	Straight-Time Hours:	\$20.00 -	\$20.10	\$40.10	\$40.00	\$20.20
Effective	İ	Overtime Hours:	30.00	30.15	60.15	60.00	30.30
10/1/91	İ	Meal Hours:	40.00	40.20	60.15	60.00	40.40
Effective	1	Straight-Time Hours:	\$21.00	\$21.10	\$42.10	\$42.00	\$21.20
10/1/92	1	Overtime Hours:	31.50	31.65	63.15	63.00	31.80
through 9/30/96	1	Meal Hours:	42.00	42.20	63.15	63.00	42.40

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CASUALS (NON-REGISTERED WORKERS)

(on all operations except bulk, where the bulk rate applies, and except automated, where the following applies effective 10/1/91: the registered longshore rate if the casual worked in any one of the four bargaining units between the Association and ILA Locals 3000, 1497, 1802, and 854 prior to 12/1/90, and \$15 per hour S/T if the casual did not so work prior to 12/1/90)

			- A -	- B -	- C -	- D -	- E -
Effective	1	Straight-Time Hours:	\$12.00	\$12.10	\$24.10	\$24.00	\$12.20
12/1/90	1	Overtime Hours:	18.00	18.15	36.15	36.00	18.30
through 9/30/96	1	Meal Hours:	24.00	24.20	36.15	36.00	24.40

FLEXTIME RATES

Effective:	12/1/90	10/1/91	10/1/92 through 9/30/96		
Hourly Rate:	\$22.80	\$24.00	\$25.20		

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") made this 15th day of March, 1994, between 1LA Local Union No. 3000, ILA Local Union No. 1802, ILA Local Union No. 854 ("Unions"), and the New Orleans Steamship Association ("NOSSA") for and on behalf of the employers bound to the 1990-1996 Agreements ("Principal Agreements").

The Unions and NOSSA agree that all stevedoring on LASH barges and the warehouse and the terminal operations related thereto performed in the Port of New Orleans by an employer covered by the Principal Agreements shall be performed in accordance with all terms and conditions of said Principal Agreements except as specifically changed by this Agreement.

1. Stevedoring Barges:

Wages - \$15.00 an hour on straight time.

Fringes - \$6.615 an hour.

Manning - Remains unchanged from the Principal Agreements.

- Guarantees four hours and running time, except in case of rain, when a two-hour guarantee applies.
- Overtime Sundays, holidays, and all hours worked in excess of eight straight-time or differential hours in a given day, Monday through

Saturday, will be paid at time and one-half (meal hours paid at double-time will not be counted as one of the eight hours). Hours worked before 8:00 a.m. or after 5:00 p.m., Monday through Friday, and anytime on Saturday, shall be paid at straight time plus \$2.00 differential for hours not worked at the time-and-one-half rate.

- Holidays Thanksgiving Day, Christmas Day (no work), New Year's Day (no work), Martin Luther King's Birthday, Mardi Gras (no work), Memorial Day, July 4th, and Labor Day (no work). Total of eight.
- 5. Meal Hours The rate of pay for meal hours worked shall be as set out in Section (b) of the "Wages" Articles of the Principal Agreements, except that a gang may work through the meal hour at the then prevailing rate (straight time, differential, or overtime) in order to finish a barge. If the barge does not finish as anticipated, the meal hour rate is due until work ceases. Example: If a barge is not finished after a meal hour which has been

- worked, and the company wishes to knock-off the gang at 1:00 p.m., the company will then pay doubletime for the worked meal hour.
- 6. Turning Down Work The refusal to accept work under this Agreement shall not result in any penalties under the Principal Agreements against such employees because of such refusal, but employees are encouraged to accept such work to insure that productivity levels are maintained.

SEPERAL LONGSHORE WORKERS I.L.A. LOCAL UNION NO. 1000 OF FREIGHT CARS AND BARGES I.L.A. LOCAL UNION NO. 834

Prauldent

fresident.

HACE-HEVERS, EVERFERS, VATERBOYS I.L.A. LOCAL UNION NO. 1480

WEW DALEARS STEAMSHIP ASSOCIATION

C. DAVID BURNS

LETTER OF UNDERSTANDING

The attached Agreement dated February 23. 1994, between the ILA, its Atlantic Coast District, and its South Atlantic and Gulf Coast District for and on behalf of all its locals, and Waterman Steamship Corporation provides for all LASH motherships to be worked with eleven (11) deepsea longshoremen, one (1) ILA foreman, and one (1) ILA clerical. It is understood that the parties to this Agreement intended that a bargaining unit member of ILA Local 1802 be included in the eleven (11) longshoremen total. Dated this 15th day of March, 1994.

CENERAL LONCEHORE WORKERS

HIN DATEMAR ELEMENTA VEROCITATION

HYLY A. JOEL

President

EACS-FEVERS, EVERYERS, VATERBOYS ILA LOCAL UNION NO. 1101

Agreement made this 23 day of February, 1994 between the ILA and its Atlantic Coast District, its South Atlantic and Gulf Coast District and for and on behalf of all its locals and Waterman Steamship Corp is as follows:

- The LASH ships of Waterman shall be worked with 11 deepsea longshoremen, one (1) ILA Foreman and one (1) ILA clerical.
- 2. Agreements as to barges shall be handled locally by the parties.
- 3. This agreement shall continue to the extension period September 30, 1996.

waterman Steamship Copp by

ILA by

Vice Chairman

Sect Sections

Atlantic Coast District by

John Bowes

South Atlantic and Gulf Coast District by

President

COASTWISE AGREEMENT

This agreement is made and entered into on the 2nd day of August, 1994 between Columbia Coastal Transport, Inc., the direct employer on behalf of its stevedores and the South Atlantic and Gulf Coast District of the International Longshoremen's Association representing all locals of the South Atlantic from Morehead City, North Carolina to Brownsville, Texas.

This agreement applies only to operations covering the loading and/or unloading of containers on barges being used in a transhipment and/or coastwise operation on a weekly basis.

- Columbia Coastal Transport, Inc. agrees to load and/or unload all its barges with ILA labor in all ports where it is possible for the ILA to do so.
- Straight-time wages will be \$16.50 per hour.
- Orders may be canceled and/or modified only if cargo is unavailable due to the failure of the mother vessel to arrive because of any unforeseen weather conditions or any other unusual circumstances.
- 4. A minimum of twelve (12) men consisting of a header and eleven (11) longshoremen will be used to do all work required in the loading or

- un ig of all barges including the lashing and/or unlashing of containers. Where the ILA provides crane operators, such crane operators will be over and above the twelve men.
- A minimum of two (2) clerks consisting of one (1) chief clerk and one (1) field clerk will be hired and will do all work required. Checkers will be hired as needed.
- 6. Once the barge has arrived and preassembly is required, it is to be performed by the chief clerk one (1) hour prior to starting time. If preassembly is to be performed prior to arrival of the barge, a chief clerk will be employed and the minimum guarantee will apply.
- It is agreed that all clerks/checkers will be dispatched by their respective ILA locals in accordance with their seniority agreement.
- 8. The following starting times will apply: 7 a.m., 8 a.m., 10 a.m., 1 p.m., 3 p.m., and 7 p.m. It is understood that the 10 a.m. and 3 p.m. starting times can only be utilized in emergency situations.
- It is agreed that whenever a clerk and/or clerks are employed in connection with this barge operation, they will be required to do all receiving and delivering.

The following guarantee will apply: Monua, through Saturday there will be a four (4) hour guarantee with a two (2) hour guarantee when returning from any meal hour. There will be an eight (8) hour guarantee on all Sundays and holidays.

With the exception of the above, all other terms and conditions of the local Collective Bargaining Agreements will apply.

Por the fouth Atlantic & Gulf Olerict of the loternational Longehorenen's Association Denny Holland, Jr., President South Atlantic & Gulf Coest Olerict; Ila	For Columbia Cossissi Transport, Inc. Bruce Taningre President

MEMORANDUM OF UNDERSTANDING BETWEEN

GENERAL LONGSHORE WORKERS, LOCAL UNION NO. 3000, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, A.F. OF L.-C.I.O., AND NEW ORLEANS STEAMSHIP ASSOCIATION

This Memorandum of Understanding ("Understanding") was entered into between General Longshore Workers I.L.A. Local Union No. 3000 ("Union") and the New Orleans Steamship Association ("NOSSA") for and on behalf of the employers bound to the 1990-1996 Deep Sea Agreement ("Principal Agreement").

The Union and NOSSA agree that all stevedoring operations under the Agreement between Columbia Coastal Transport, Inc., and the South
Atlantic and Gulf District of the International
Longshoremen's Association ("Special Agreement") as approved for the Gulf by the I.L.A. on
September 9, 1994, undertaken by an employer
covered by the Principal Agreement shall be performed in accordance with all terms and conditions of said Principal Agreement except as specifically changed by the Special Agreement.

Signed this 15th day of September, 1994.

GENERAL LONGSHORE WORKERS HEW DELEANS STEAMSHIP ASSOCIATION

TRUIN A. JOSEPH, DEGISTRINE C. DAVID BURNS, Proglame

Letter of Understanding

The Memorandum of Understanding dated September 15, 1994, between General Longshore Workers, I.L.A. Local Union No. 3000 and the New Orleans Steamship Association provides that all stevedoring operations undertaken by an employer covered by the Local 3000-NOSSA Jabor agreement shall be performed in accordance with all terms and conditions of said labor agreement except as specifically changed by the Columbia Coastal Transport - I.L.A. agreement. It is understood that lashing and unlashing of containers shall be done in accordance with New Orleans port practice [i.e., Article XIV(f) governs] and in view of the fact that in New Orleans the employer has agreed to hire one more longshoreman than the Columbia Agreement calls for (fourteen longshoremen plus a foreman, instead of thirteen longshoremen plus a header), the additional longshoreman can be used in any position in the gang at the employer's option, including as the sixth driver.

Dated this 15th day of September 1994.

T.J-A. LOCAL UNION NO. 1000

NOTATIONS ATTEMPTS SENTING

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c. bavio symme, Procident

SANCE PERIADRE PRESIDENT

Orleans Addendum to Section 10 of the Coastwise Agreement dated August 2, 1994 between Columbia Coastal Transport, Inc. and the South Atlantic and Gulf Coast District of the I.L.A.

The parties to this agreement intend that the Sunday and holiday eight-hour guarantee in Section 10 applies to work beginning on the actual calendar day i.e., employees receive an eight-hour guarantee if they began work between the hours of 0001 and 2400 on a Sunday or holiday. The parties further agree that if scheduling requires a barge to be worked on a no work holiday (New Year's Day, Mardi Gras, Labor Day, or Christmas Day), men can be hired to work on such holidays if prior agreement is obtained from the presidents or Executive Boards of L.L.A. Locals 3000, 1497, and 1802.

For the South Atlantic & Gulf District of the International Longahoremen's Association

DENNY HOLLAND, President South Atlantic & Guif Coast District, 1.L.A. For Culumbia Coastal Transport, Inc.

BRUCE FENIMONE, Provident



ASSOCIATION

December 15, 1995

VIA FAX

Mr. Donald J. Schmidt Executive Director Carriers Container Council One Evertrust Plaza Jersey City, NJ 07302

RE: Request for Information Concerning West Gulf Ports

Dear Mr. Schmidt:

Please be advised that we have received your memorandum of December 7, 1995 requesting information concerning West Gulf ports. Since we were not aware of the request for information before December 7, 1995, we will not be able to meet the December 15, 1995 deadline.

We are scheduling a meeting with the union to be sure that the Association has all of the required information in its files and we have forwarded your request for the information required by the Actuarial Sciences Associates, Inc. to PV&W.

We will contact you as early as possible next week concerning these matters

Very truly yours,

WEST GULF MARITIME ASSOCIATION

Walter A. Niemand Vice President

WAN/sp

cc: Paul Estachy, Chairman, WGMA Labor Committee

1717 East Loop, Snite 200 Houston, Texas 77020 713/678-7695 FAX 713/672-7452

Houssion • Galveston • Freeport • Texas City • Corpus Christi Brownseille • Beaumont • Orange • Port Arthur • Lake Chirles



VEST GULF MARITIME

December 28, 1995

VIA FAX

Mr. Donald J. Schmidt Executive Director Carriers Container Council One Evertrust Plaza Jersey City, NJ 07302

RE: Request for Information Concerning West Gulf Ports

Dear Mr. Schmidt:

Pursuant to your memorandum and our letter of December 15, 1995 concerning the above subject, please be advised that we have now met with the union concerning "master contract" negotiations. The union has agreed that the attached Documentation Listrincludes all of the Collective Bargaining Agreement(s) and Memoranda of Understanding currently in force in the West Gulf which will continue to be honored and which will be made available to any "CCC" signatory member carriers with the same operation(s) in the West Gulf.

Please notify the undersigned as to which items from the Documentation List that you would like for us to provide in conjunction with the "master contract" item negotiations.

The WGMA does plan to participate in future negotiations with the union concerning "master contract" items on behalf of its consenting members and the union has been so advised.

We look forward to seeing you in Atlanta.

Very truly yours,

WEST GULF MARITIME ASSOCIATION

Walter A. Niemand Vice President

WAN/sp

Attachment: Documentation List

cc: Paul Estachy, Chairman, WGMA Labor Committee
Benny Holland, Jr., President, South Atlantic & Gulf Coast District L.L.A.

1717 East Loop, Suite 200 Houston, Texas 77029 713/678-7655 FAX 713/672-7452

Houston * Galveston * Freeport * Texas City * Corpus Christi Brownsville * Beaumont * Orange * Port Arthur * Lake Charles

DOCUMENTATION LIST ALL PORTS IN TEXAS AND THE PORT OF LAKE CHARLES, LOUISIANA

- 1) Deep Sea and Coastwise Longshore and Cotton Agreement
- 2) Clerks and Checkers Agreement with West Gulf Maritime Association
- 3) Warchouse Workers Local No. 28 Agreement Employers Port of Houston
- 4) Warehouse Workers Local No. 1504-8 Agreement Employers Port of Galveston
- Non-Dockside Refrigerated Cargo Agreement between the South Atlantic and Gulf Coast District, International Longshoremen's Association and the West Gulf Maritime Association
- Memorandum of Understanding Non-Dockside Refrigerated Cargo Harris County, Texas - Bonus Program
- Memorandum of Understanding Non-Dockside Refrigerated Cargo Agreement Utility Walking Foreman
- 8) Waterfront Crating and/or Packaging Agreement
- 9) Memorandum of Understanding "Paceco Type Crane Operators"
- Memorandum of Understanding Attraction and Retention of Work Harris County, Texas
- Memorandum of Understanding Walking Foremen HOUSTON-GALVESTON-FREEPORT
 - (2) Memorandum of Understanding -"CES" Operations
- Mornorandum of Understanding "Fully Mechanized" Shore-Side Elevator(s) Port of Houston Region
- 14) Memorandum of Understanding "Bagged Goods" Port of Galveston, Texas
- 15) Agreement Local #20 and Local #1665 and Farmland Industries
- (6) Memorandum of Understanding Intermodal Stations, Inc.
- (7) Agreement Entered into by and between CSCO, Inc. of Galveston, Texas and South Atlantic and Gulf Coast District of the International Longshoremen's Association and its affiliated Dock and Warehouse Workers Local No. 1428
- 18) Memorandum of Understanding Galveston "Rail Barge" Operations
- 19) Memorandum of Understanding Bulk Cargo Elevator "B" Port of Galveston
- Memorandum of Understanding "Wages and Working Rules Governing Cotton" Port of Galveston
- Agreement Between ABT Management, Inc. and International Longshoremen's Association, South Atlantic and Gulf Coast District, I.L.A.
- 22) Memorandum of Understanding Attraction and Retention of Work Port of Freeport
- 23) Memorandum of Understanding "Bagged Goods" Port of Freeport, Texas

- Memorandum of Understanding Mooning Port of Freeport
- 25) Memorandum of Understanding Deep Sea Lines Handling, Pomering and Stores -Passenger and/or Cruise Vessels - Pom of Freepon
- 26) Memorandum of Understanding Dole Facility Vessel and Terminal Operations Port of Freeport
- 27) Mamorandum of Understanding Attraction and Retention of Work "Mexican Trade Routes" - Port of Brownsville.
- 28) Memorandum of Understanding "Fully Mechanized" Shore-Side Elevators Port of Beaumont
- 29) Memorandum of Understanding "Bagged Goods" Ports of Beaumont and Orange
- 30) Coastwise Agreement "Bargo Agreement"
- 31) Memorandum of Understanding "Qualifications to Return to Work"
- 321 Memorandum of Understanding Attraction and Retention of Work
- 33) Memorandum of Understanding "The Immigration Reform and Control Act of 1986"
 - 34) Memorandum of Understanding "Job Security Programs"
 - 35) Memorandum of Understanding "Bulk Wood Chips"
 - 36) Memorandum of Understanding "Bulk Wood Chips" Port of Beaumont
 - 37) Memorandum of Understanding "Fringe Benefit Contributions"
 - 58) Memorandum of Understanding "Pipe and Steel" / "Bulk Commodities"
 - 39) Memorandum of Understanding "Picket Lines"
 - 40) Memorandum of Understanding Grievance Procedures
- 41) Memorandum of Understanding "Clerks and Checkers" Items
- 42) Memorandum of Understanding Gearmen and Mechanics
- 43) Memorandum of Understanding "Points of Rest" Port of Houston
- 44) Memorandum of Understanding "Subscription Agreement"
- 45) Memorandum of Understanding "Modification of Agreements"
 - 46) Memorandum of Understanding "Payroll Deductions"
- 47) Memorandum of Understanding "Selection and Rules of Mediation"
 - 4S) Memorandum of Understanding "Grievance Procedure and Arbitration Language"
 - 49) Memorandum of Understanding "Me Too" and "Market Share"
 - 50) Memorandum of Understanding "No Double Breasting"



January 18, 1996

VIA FAX

Mr. Donald J. Schmidt Executive Director Carriers Container Council One Evertrust Plaza Jersey City, NJ 07302

RE: Request for Information Concerning West Gulf Ports

Dear Mr. Schmidt:

Pursuant to your memorandum, our letter of December 15, 1995 and our last meeting in Atlanta on January 11, 1996, attached you will find the West Gulf's Accommodations List involving container and RO/RO operations currently in force in the West Gulf which will continue to be honored and which will be made available to any "CCC" signatory member carriers with the same operation(s) in the West Gulf.

We are sorry we could not talk to you today concerning this Accommodations List but have been out of the office on a last minute labor problem.

We will give you a call tomorrow.

Very truly yours.

WEST GULF MARITIME ASSOCIATION

Walter A. Niemand Vice President

WAN/sp

Attachment: Accommodation List

cc: Paul Estachy, Chairman, WGMA Labor Committee
C. Alcom, Vice Chairman, WGMA Labor Committee

1717 East Loop, Suite 200 Houston, Texas 77029 713/678-7655 FAX 713/672-7452

Houston * Galveston * Freeport * Texas City * Corpus Christi Brownsville * Beaumont * Orange * Fort Arthur * Lake Charles

WEST GULF ACCOMMODATIONS

- All "non-vessel" operations involving containers and agreed upon warehouse operation(s) may be worked beginning at 6:00 A.M., 7:00 A.M., 8:00 A.M., 10:00 A.M. or 1:00 P.M. any day of the week at "flextime" twenty percent (20%) shift differential before 8:00 A.M. and after 5:00 P.M. with special "flextime" meal hour provisions.
- 2 "Fully automated container vessel operation" shall be defined as operations involving the loading and/or discharging of containers only, from vessels with colliquides in all hatches being worked.

It is understood that any gang working containers with a Paceco type crane will be treated as if working a "fully automated container vessel operation" and will carry the same wages, gang size and guarantees as a "fully automated" vessel.

On "fully automated" vessels as defined above handling containers using ship's gear or shore-side cranes or equipment, floating derricks, etc., other than Paceco type cranes, the "fully automated" wages, gang size and guarantees shall apply and lashers will be ordered as needed and the gang shall perform all work as directed by the Employer.

On other vessels, other than "fully automated vessels", loading and/or discharging containers only, using ship's gear or shore-side cranes or equipment, floating derricks, etc. other than Paceco type cranes, the size of gang(s) shall be as set forth in Rule 20, "Size of Gangs" and the wage classifications shall be as set forth under Rule 7, "Scale of Wages" for "General Cargo" operations. The gang guarantee shall be four (4) and four (4), and the Gang Foreman guarantee will be eight (8) hours, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M.

- All "non fully automated container vessel operations" are considered as general cargo operations.
- 4. Any "fully automated" vessel operation at "fully automated" facilities may be worked beginning at 12:00 Midnight any day of the week with gang(s) and/or individual(s) ordered for the 12:00 Midnight starting time to receive six (6) hours time and one-half (1-1/2) and two (2) hours double time. Gang(s) and/or individual(s) ordered for 12:00 Midnight starts may not be worked past 7:00 A.M.
- 5 There are separate fringe benefit contribution rates depending on the type of operation:

"Bulk Cargoes"	36,615
"Bagged Goods", "Cotton" and "CES"	57.065
"General Cargoes" - Attraction and Retention of Work	\$7,865
"General Cargoes"	\$8.365
"Fully Automated" Vessel Operations	59,415

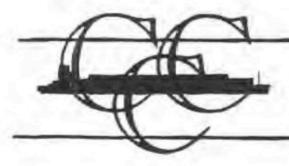
All of the fringe benefit contribution rates include a 10¢ per manhour Container Royalty #2 contribution and a 30¢ per manhour vacation contribution.

There are no guaranteed holidays or vacations in the West Gulf.

6. The various West Gulf Collective Bargaining Agreements contain "Rules on Containers" intended to protect and preserve the work jurisdiction of L.L.A. crafts which are applied uniformly in all West Gulf ports. The WGMA-ILA Rules on Containers have remained as originally negotiated other than the antendments required by the FMC Compliance with Cease and Desist Order of February 28, 1989 dealing with the "50 Mile Container Rules" and all stuffing and stripping of containers for vessel convenience not covered in the Cease and Desist Order of February 28, 1989 dealing with the "50 Mile Container Rules" must still be performed by I.L.A. Labor with separate understandings covering the

stuffing and stripping of containers at non-waterfront facilities. The "Rules on Containers" allow for disputes not resolved under the normal grievance procedures concerning the "Rules on Containers" or the "Containerization Agreement" which involve carriers who are signatory members of the "Carriers Container Council" to be referred to the "Emergency Hearing Panel" instead of to local arbitration.

- Containerization Agreement sets forth i.L.A. work jurisdiction over all container work which historically has been performed by I.L.A. crafts at container waterfront facilities and sets forth various terms and conditions of employment involving container operations including mannings, lashing, Container Royalty, the stuffing and stripping of containers, the "Rules on Containers" and the maintenance and repair of containers and chassis.
- The total Container Royalty paid on containers which have not been "stuffed" or "stripped" by I.L.A. labor is either \$1.05, \$2.10 or \$3.00 per long ton of cargo in each container depending on the type of vessel or operation involved.
- 9. Container and RO/RO operations on "small boats" having a capacity of 500 gross tons or less or a capacity of 150 TEU or less and special "non fully automated" RO/RO vessel operations including all of those involving automobiles and heavy equipment are worked under special terms and conditions.
- There is specific Manpower Development Program (MDP) language which covers the training and certifies skill drivers and Paceco and similar type crane operators and which provides for specific skilled wage differentials.
- 11. There is an independent ILA/WGMA Policy on Drugs.
- 12. There is a specific WGMA-ILA Lash and Seabee Agreement.
- 3. There is a Memorandum of Understanding covering "Paceco Type Crane Operators"
- 14 There is a Memorandum of Understanding covering "CES" operations.
- There is a Memorandum of Understanding covering M&R Yard operations in the Port of Galveston.
- 16. There are separate provisions covering Clerks and Checkers work jurisdiction, past methods of operation, and the introduction of remote terminals or other technological advancements.
- There is a separate "Subscription Agreement" Memorandum of Understanding which
 establishes the relationships between the WGMA/SAGCD Collective Bargaining
 Agreement(s) and the CCC/ILA Collective Bargaining Agreements.
- 18. There is a Memorandum of Understanding which allows for the WGMA and the SAGCD to negotiate throughout the life of the various Collective Bargaining Agreements to allow for such changes as may become necessary in order to meet competition and to retain or expand on market share and which guarantees that any agreements or understandings agreed upon by the I.L.A. shall be made available to any West Gulf Maritime Association member who has a similar operation.
- There is a Memorandum of Understanding which prohibits all members of the WGMA from engaging in any double breasted operations and which prohibits the modification or amendment of the various Agreements without the written consent of the SAGCD and WGMA.
- There is a Coastwise Agreement covering the loading and/or unloading of containers on barges used in a transhipment and/or coastwise operation.



Carriers Container Council, Inc.

One Evertrusi Plaza Jersey City, N.J. 07302 (201) 333-8290 Fax: (201) 333-8666

August 29, 1996

John Bowers, President International Longshoremen's Association, AFL-CIO 17 Battery Place New York, New York 10004

Re: ILA Jurisdiction

Dear Mr. Bowers:

During the negotiation of the Master Contract, the parties have met and resolved all of the issues with respect to jurisdiction. Recognition was given to the fact that in certain ports the ILA's jurisdiction has not extended to all work on ships and terminals.

The parties have agreed to the creation of a joint committee for the purpose of meeting with representatives of port authorities on issues of jurisdiction.

You and I have agreed that during the course of these meetings we will seek to have the port authorities recognize ILA jurisdiction as set forth in paragraphs, 11 and 12, of the new Master Agreement covering the jurisdiction of ILA checkers and clerks, longshoremen and maintenance men. In these meetings we will emphasize the following the following tasks to be performed by ILA employees:

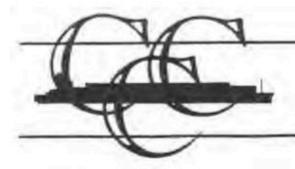
- a) All work on cargo received into the terminal, placed on the ships, loaded and unloaded from vessels and delivered at other immediate pier area, shed, warehouse and terminal by any means of transportation.
- The preparation of vessel loading and discharge sequence lists.

- c) Cargo stowage in the vessel and reporting of such stowage including preparation of sequence sheets and prestow plans for the use of supervisors, foreman, clerks and checkers in loading and discharging the vessel in accordance with the employer's instructions.
- d) All location work performed by longshoremen, checkers and clerks involving locating of all containers, chassis and/or cargo to be loaded, discharged or restowed to or from the vessel.
- e) Physically handling cargo involved in the receipt and delivery of containers, chassis, equipment and cargo received and delivered by all ILA labor on the pier, shed, warehouse or terminal.
- f) Where directed by Management, the weighing of containers and cargo.
- g) Verification and recording of the loading of containers, chassis and/or cargo to and from vessels, barges or terminal.

The above is not intended to be a full and total description of the work of the ILA personnel in port areas where the ILA may have traditionally and regularly performed such work and is not intended to impinge on the work jurisdiction of other personnel or labor organizations whose employees now perform such work and services.

Sincerely,

David J. Tolan, Chairman



Carriers Container Council, Inc.

One Evertrust Plaza Jersey City, N.J. 07302 (201) 333-8290 Fax: (201) 333-8666

September 25, 1996

BY HAND

Mr. John Bowers, President International Longshoremen's Association, AFL-CIO 17 Battery Place New York, N. Y. 10004

Re: MASTER AGREEMENT APPLICATION

Dear John:

In accordance with our recent conversation, I am pleased to take care of two issues which have been raised under the new Master Agreement:

New Employees

In Section 2 (C) reference is made to employees who were employed for the first time on or after January 1, 1990. A question was raised as to whether such employees who have not obtained benefit eligibility, but who have been working in the industry for some time at a rate of \$15.00 per hour or more should go back to \$13.00 per hour, effective October 1, 1996. This was not the intent. Such employees remain at their current rate and will receive the adjustments provided in Section 2 (A) on the dates referred to therein.

2) Maintenance

In paragraph 3 of the Determination Procedure contained in Section 13, the words in parenthesis "in an ILA port of its choosing" should be removed in order to make it consistent with the port of discovery language set forth in the second paragraph of Section 13.

If you agree with these clarifications, I would appreciate your signing and returning a copy of this letter.

Best wishes,

David J. Tolan, Chairman

CPL:cem

AGREED TO BY

JOHN BOWERS, PRESIDENT INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO DATE: SEPT 25 1996

The Carriers Container Council hereby executes the Charleston Container Maintenance Repair Contract, effective October 1, 1980, on behalf of all of its members and agrees that an identical contract binds to member as to container maintenance and respons in each South atlantic port. It is further agreed that the Carriers shall only use vendors who have subscribed to such agreements. Fringe benefit coverage shall be under the South Ottantie Funda including GHT, Vacation, Walfare + Pension Funda. It is further agreed that each Carrier shall execute a copy of the docum Carriers Container Council Local 1422 Adent Toucher and a singleton de

AGREEMENT BETWEEN

NEW YORK SHIPPING ASSOCIATION, BOSTON SHIPPING ASSOCIATION

and

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO AND ITS CONSTITUENT LOCALS

This Agreement made this 30 day of January, 1987 between New York Shipping Association, Boston Shipping Association and the International Longshoremen's Association, AFL-CIO and each and every constituent local of said ILA.

WITNESSETH:

WHEREAS, the parties entered into a Barge Agreement dated May 27, 1980, and

WHEREAS, the parties hereto desire to amend the size of the longshore gang to be employed in working non self-propelled barges carrying containers between the Port of New York and Boston as well as any intermediate ports.

NOW THEREFORE, it is agreed as follows:

- The size of the longshore container gang to be employed when working a
 containerized non self-propelled barge shall be 14 men, including the foreman and two drivers.
 Any extra drivers shall be additional to such number.*
 - * The gang size was reduced to 13 men on December 1, 1990 and 12 men on October 1, 1992, pursuant to the Master Contract dated October 30, 1990.

	2.	This Agreement shall apply	only w	here the number of containers on such
non self-pr	opelled a	re less than 350 containers. I	t shall o	nly apply to movements between New
York and I	Boston an	d ports intermediate thereof.		
	3.	This Agreement shall be re-	viewed a	s of September 30, 1987 to determine
whether fu	rther redu	uctions are warranted.		
	IN W	TTNESS WHEREOF, the part	ties here	by have set their hand the day and year
first above	written.			
NEW YOR	RK SHIPE	PING ASSOCIATION, INC.		RNATIONAL LONGSHOREMEN'S SOCIATION, AFL-CIO
Ву	S/Antho	ony J. Tozzoli	Ву	S/Thomas W. Gleason
BOSTON	SHIPPIN	G ASSOCIATION, INC.		
Ву	S/Robert	M. Calder		
1180891				

AMENDMENT TO MANAGEMENT-ILA

COLLECTIVE BARGAINING AGREEMENT

OF

OCTOBER 1, 1983

This Agreement made this 24th day of May 1984 in the City of Miami, State of Florida by and between SOUTHEAST FLORIDA EMPLOYERS PORT ASSOCIATION, INC. (hereinafter collectively referred to as "MANAGEMENT") and the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, ILA Locals 1359, 1416, 1526, 1680 and 1860 (hereinafter collectively known as the "ILA").

WITNESSETH:

WHEREAS, the parties hereto have entered into this Amendment (to the local contract dated October 1, 1983) to become effective June 1, 1984.

WHEREAS, the parties hereto desire to use Longshore Labor in the working of small boats under a "SMALL BOAT AGREEMENT".

NOW, THEREFORE, it is agreed as follows:

"SMALL BOAT AGREEMENT"

- Lloyd's Registry), or for container vessels with a capacity of 150 TEU or less, the gang size shall be fourteen which shall include a header or foreman. In these cases where mobile shoreside cranes are used, over which the ILA has no jurisdiction, the gang may be reduced by two men for a total of twelve.*
 - * The gang size was reduced to 13 men on December 1, 1990 and 12 men on October 1, 1992, pursuant to the Master Contract dated October 30, 1990.
- For Ro-Ro vessels having a capacity of 150 TEU, or less, the gang size shall be eleven which shall include a header or foreman.**
 - **/ The gang size was reduced to 10 men on December 1, 1990 and 9 men on October 1, 1992, pursuant to the Master Contract dated October 30, 1990.

б.	Everything except i	for manning gang sizes for small boat agreement applies to th
5,	Line Handling:	A minimum of two (2) men tieing up vessel. A minimum of two (2) men letting go lines. A minimum of two (2) men for shifting vessel.
	guarantee. All lash	hing shall be performed by the gang.
		porting back after a meal hour shall receive an additional 2-hou
4.		der this small boat agreement shall receive a guarantee of fou
	"dock header", dep	e additional man, who may be a "water-boy", utility mending on local port custom, will be employed.

MANAGEMENT-ILA PROGRAM FOR DRUG AND ALCOHOL ABUSE

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MANAGEMENT-ILA PROGRAM FOR DRUG AND ALCOHOL ABUSE

I Introduction

The Parties hereto are the parties to the Master Agreement dated October 30, 1990 and to a Committee representing the Carriers Container Council, Inc. ("CCC"), New York Shipping Association, Inc. ("NYSA"), Boston Shipping Association, Inc. ("BSA"), Council of North Atlantic Shipping Associations ("CONASA") and the International Longshoremen's Association, AFL-CIO ("ILA"), representing longshoremen, clerks, checkers, car loaders, terminal workers and other allied ILA crafts in the Ports of New York, Philadelphia, Boston, Hampton Roads and Baltimore covered by said Master agreement. The objectives of the program are to assure a drug and alcohol free workplace in order that cargo-handling work can be performed safely and productively, while safeguarding the longshoremen's rights of privacy, due process and equal employment opportunities, to include for education, counseling, effective testing controls and to provide for rehabilitation and appropriate discipline.

The parties are in agreement that early recognition and treatment of chemical dependency problems is important for an individual's successful rehabilitation, economic return to the industry, and reduced job disruption. While it is agreed that constructive disciplinary measures may be utilized to provide motivation to seek assistance, the parties essentially support sound drug and alcohol abuse treatment and rehabilitation efforts. Normal industry benefits, such as the group medical plans, in many cases are available to give help in the rehabilitation process and may be supplemented for this purpose as the parties so determine.

The Structure of the Program

- (a) The program is to be administered by a Committee set up in each local port which is comprised of equal numbers of representatives of labor and management. The Committee may be an existing Committee which implements and administers contracts and grievances.
- evaluate testing standards and procedures and to consult on the technical areas of the program. The MCS will be evaluated before hire by the local committee for qualifications, competence and work products and testing facilities to assure the adequacy of sample taking and chain-of-custody procedures for evaluating the accuracy of results and to make proper references for treatment or other recommendations for employees who test positive for prohibited substances. The representatives of any personnel or consultants used in this Program will be funded from the welfare funds in each participating port which may apply to the Trustees of the Carrier-ILA Container Freight Station Fund or the Carrier-ILA Container Royalty Fund, if a need exists, for additional funding to be considered on the basis of a detailed application containing such information and on such terms and conditions as the Trustees of either Fund may establish.

Inauguration of Program in Each Port

A formal, standard printed notification will be distributed by supervisors and on site union representatives to each worker.

The information provided should at a minimum include a summary of the written program; a full description of the purposes of the drug and alcohol testing program; the procedures for collecting samples; procedures upon determination that a test result is positive, including both verification of the results and the grievance procedures; sanctions to be imposed for the first and

subsequent violations of the drug and alcohol use policy as determined by the testing program:

and treatment and rehabilitation. The information should be clear, complete, and accurate, and
acknowledge that information from the testing program may be accessible to third parties with a

need to Know."

Seminars will be held to train management, supervisory and union representatives in each port on prevention and detection of prohibited substances, how to handle situations as they arise, and their roles in effectuating the purposes and the requirements of this program

- As Guidelines in Implementing this Program, the Following Definitions are Adopted
 - (a) Alcohol or Alcoholic Beverage means beverages that may be legally sold and consumed, including beer, ale, stout, whiskey, bourbon, vodka, gin, cognacs, cordials or any alcoholic substances of like nature which individually or in combination are capable of affecting an individual's ability to function properly and safely.
 - (b) Drug means substances (other than alcohol, including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Cannabinoids, Ethanol, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene) that are capable of altering the mood, perception, pain level, or judgement of the individual consuming it, to the extent that any such drugs or combinations of them can materially affect an individual's job performance and the safety of others.
 - (c) Prescribed Drug means any substance prescribed for the individual consuming it by a licensed medical or dental practitioner.

- (d) Illegal Drug means any drug or controlled substance, the consumption of which is illegal. For the purpose of this policy, an illegal drug shall include (a) a drug which is not legally obtainable and (b) a drug which is legally obtainable but has been obtained illegally.
- (e) He or His also means "she" or "hers" wherever stated.
- (f) Aliquot a portion of a specimen used for testing.
- (g) Chain of Custody by tracking its handling and storage from point of specimen collection to final disposition of the specimen. The procedures shall require that an approved chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt of the laboratory, an appropriate laboratory chain of custody form to account for the specimen or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose each time that a specimen or aliquots is handled or transferred and identifying every individual in the chain of custody.
- (h) Collection Site a designated place where individuals present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs and alcohol.
- Collection Site Person a person who instructs and assists individuals at a collection site and who receives and makes an initial examination of the specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.

- Specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas chromatography/mass spectrometry (GC/MC) is the only authorized confirmation method for cocaine, marijuana opiates, amphetamines, and phencyclidine).
- (k) Initial Test (also Known as Screening Test) an immunoassay screen to eliminate "negative" urine specimens from further consideration.
- Urine Test whenever urine test appears herein it shall refer to a blood test, breathalyser test, or any other recognized test for drug and alcohol use or abuse as appropriate. Blood tests will be administered only in those instances where a urine analysis will not render a valid and reliable result.
- (m) Medical Review Officer or Local Medical Officer or his Designee a licensed physician responsible for receiving laboratory results generated by the drug testing program and who has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's positive test result, together with his or her medical history and any other relevant biomedical information.

A designee of a medical review officer or local medical officer shall be a person with knowledge or training in drug and alcohol testing and interpretations, who works under the guidance and supervision of a medical review officer or local medical officer.

- (n) Permanent Record Book a permanently bound book in which identifying data on each specimen collected at a collection sit is permanently recorded in the sequence of collection.
- (ii) Supervisors shall include all immediate or operational supervisors of rank and file employees.

5. Policy Statements

The sale, purchase, transfer, use of, or possession of alcohol and/or illegal drugs, as defined above, by employees and supervisors on the work premises or while on employer business, is prohibited. The use of alcohol or any legally obtained drug to the point where such use adversely affects the employee's or supervisor's job performance, is prohibited. This prohibition covers arriving or being on the work premises with detectable levels of any drug or alcohol which adversely affects the employee's/supervisor's job performance and the safety of others, including the use of prescribed drugs under medical direction. Where physician-directed use of drugs adversely affects job performance, it is in the best general interest of the employee, supervisors, co-workers, and the industry that the medicated individual stay home.

No employee/supervisor at any work site will possess any quantity of any substance, drug or alcohol, lawful or unlawful, which, in sufficient quantity, could result in impaired performance, except for authorized substances. "Authorized substances" include only (1) lawful over-the-counter drugs (excluding alcohol) in reasonable amounts; and (2) other lawful (prescription) drugs or alcohol, the possession of which management has been advised and which it has approved in advance. "Work site" means any property owned or operated by the employer, or any other site at which an employee/supervisor is to perform work for the employer.

"Possess" means to have either in or on an employee's/supervisor's person, personal effects, motor vehicle, tools, and areas substantially entrusted to the control of the employee/supervisor, such as lookers, desks and storage compariments.

No employee or supervisor will report for work or will work while impaired by any impairing substance, whether a drug or alcohol, lawful or unlawful, except as to lawful drugs and only with management's approval. Such approval will be limited to authorized substances under prescribed conditions and will be based strictly on the employer's representative's assessment of the employee's/supervisor's ability to perform his regular or other assigned duties safely and efficiently. "Impaired" means under the influence of a substance such that the employee's motor senses (i.e., sight, hearing, balance, reaction, reflex) or judgment either are, or may be, reasonably presumed to be affected, based upon observation of his appearance and performance.

It is understood and agreed that the administration of tests hereunder and the employee and testing safeguards incidental thereto will adhere to, and be in conformity with all applicable Federal and States laws, regulations and administrative decisions

Bases for Testing

A drug and alcohol test under this program may be required upon reasonable notice made through the local employer Port Association or CCC in a Port where the Master Contract is in effect whenever work place factors give good faith reason to question the ability of an employee or supervisor to properly and safely perform any of his jobs and where drugs or alcohol may be a significant contributing cause. These factors may include unusual physical appearance, erratic behavior, poor and unsafe coordination, or other job-related circumstances.

Management representatives/supervisors shall be responsible for directing the individual employee to cease his activities and to take an appropriate test at an appropriate collection site in the proximity of the work site under proper conditions. Any such decision shall be based upon their personal observations of the suspected employee's erratic appearance or behavior, etc., regardless of how their attention came to be focused upon the individual. The work site union representative shall immediately be notified and, if possible, shall be given an opportunity to also observe the individual, but the management representative's determination shall prevail. The work site union representative will be given access to, and if available will represent the employee during investigation interviews and all subsequent proceedings.

Supervisory personnel will be tested upon verbal or written complaint that may be filed by or through an employee or management representative setting forth such observations of the Supervisor's conduct or appearance, as set forth above, to establish reasonable cause for testing. The complaint will be filed with the individual's immediate supervisor, if available on-site, and, if not, then with any other of his superiors, who shall promptly investigate the complaint and take action as indicated by his inquiries or observations.

Tests shall also be required for new employees prior to employment; for employees with safety critical jobs; after all on-the-job accidents; and after evaluation of treatment for substance abuse. Only those individuals whose conduct—including decision making processes—could reasonably have caused the accident, are to be tested.

Safety critical jobs - Employees holding safety critical jobs may be subjected to substance screening at any time on a random or other nondiscriminatory basis, as a term and which require a high degree of care and caution in execution so that even minor impairment would constitute an

notified. Upon their request, or on their behalf, employees will be considered for reassignment to a non-safety critical job that may be available, provided that they are qualified and that such reassignment is consistent with applicable personnel policies and/or contractual requirements. Notwithstanding the foregoing, a local port plan may have mandatory random testing of all crafts. The terms and conditions of such random testing will be determined by the local parties.

It is understood and agreed that all testing, whether or not following an accident, will be conducted on a non-discriminatory basis. The costs of performing all drug and alcohol tests will be paid by the employer or the employer association.

7. Testing Procedures

A. Consents

All employees and supervisors to be tested will be required to sign a written consent to the drug and alcohol test and release of information form, an illustrative copy of which is annexed hereto as Appendix A. Specimens will be taken in view of collection site person(s) and the employee and collection site person(s) will sign the requisition-chain of custody forms. Any test shall provide for the splitting of the sample. In the event of a positive result, the employee will have the right to request a retest by another approved NIDA laboratory. The results of drug and alcohol tests will remain confidential and will be discussed on a "need to know" basis. The employee to be tested will be given assurance of such confidentiality.

Refusal to submit to a drug and alcohol test, or to take the test within the required time frame for detecting any suspected substance, or the refusal to sign the required consent form shall result in immediate discharge and immediate suspension from employment through any and all

Hiring Halls/Systems ("Hiring Halls") for a period of sixty (60) days. Any second offense shall result in a termination from employment through any and all Hiring Halls to which this Agreement applies. Any third offense shall result in a permanent bar from employment through any and all Hiring Halls to which this Agreement applies.

B. Specimen Collection Procedures

- (a) Designation of Collection Site. Each port conducting drug testing shall have one or more designated collection sites or ambulatory facilities which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine or other specimens to a certified drug and alcohol testing laboratory.
- (b) Security. Local procedures shall provide the designated collection size to be secure. If a collection site facility is dedicated solely to collection of urine or other specimens, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- (c) Chain of Custody. Chain of custody standardized forms shall be available at all collection sites. They shall be properly executed by the tested individual and by the authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens or other specimens from one authorized individual or place to another or from one laboratory to another shall always be accomplished through strict chain-of-custody procedures. Every effort shall be made to minimize the number of persons handling specimens.

- (d) Access to Authorized Personnel Only. No unauthorized personnel shall be permitted in any part of the designated collection site when specimens are collected or stored.
- (e) Privacy. Procedures for collecting specimens shall allow for reasonable individual privacy.
- (f) Integrity and Identity of Specimen. The responsible individuals shall take precautions to ensure that a urine specimen or other specimen not be adulterated or diluted during the collection procedure and that information on the specimen container and in the record book can identify the individual from whom the specimen was collected. Proper safeguards will be followed to assure the validity of the testing including: initialing of containers by the tested employee and by his supervisor and a union representative both of whom should, if at all possible, be present or available during the taking and transmittal of the specimen.

C. Testing Facilities

Qualified laboratories will be selected by representatives of CCC/Associations and local ILA representatives in each local port, on a bid basis. Any disagreement shall be referred to the master contract grievance procedure for determination or as otherwise provided for hereinafter.

An acceptable laboratory must be capable of testing for at least the following five classes of drugs: marijuana, cocaine, opiates, amphetamines, and phencyclidine, using the initial immunoassay and quantitative confirmatory GC/MS methods specified in these Guidelines. The certification program, at the initiation of this program, will be limited to the five classes of drugs and methods specified in these Guidelines. Laboratories shall be preferred if they have the

GC/MS tests for marijuana, cocaine, optates, amphetamines, and phencyclidine and for any other drug or metabolite for which drug testing is authorized, inasmuch as all positive initial test results shall, if possible, be confirmed prior to reporting them.

In the event that the designated laboratory is not capable of confirming an initial positive test result, then, a sample of the original blood or urine specimen will promptly be sent to another qualified designated laboratory which possesses such capabilities. A proper interlab chain of custody will be initiated for any additional test of the specimen to determine scientifically if detectable amounts of drug(s) and alcohol are present. Applicable National Institute on Drug Abuse-Health and Human Services Reporting guidelines and procedures shall be utilized on all testing and reporting on specimens, as more particularly noted hereinafter.

The designated drug and alcohol testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process, including but not limited to specimen acquisition, chain of custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures.

Quality control procedures shall be designated, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs and alcohol. The laboratory shall maintain and make available for at least three years all relevant documentation. It shall report test results in accordance with the manner to be specified by the local Medical Officer, or by the local Committee.

D Methodology

Current values as set by the National Institute on Drug Abuse Health and Human Services or as accepted by the scientific community based on testing methodology approved by the Food and Drug Administration shall be used for all covered drugs in determining whether a test is considered "positive" or "negative".

(1) The Initial Test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distributions. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these nine drugs or classes of drugs:

D	rug	Initial Testing - EMIT (ng/ML)
N	farijuana metabolites	50
C	ocaine metabolites	300
0	piate metabolites	300
P	hencyclidine	25
A	mphetamines	1000
В	arbiturates	300
В	enzodiazepines	300
N	fethadone	300
N	fethaqualone	300

(2) The Confirmatory Test. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

	Confirmatory Test Level (ng/ml)
Marijuana	15
Cocaine metabolite	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	300
Benzodiazepines	300
Methadone	300
Methaqualone	300

These test levels in (1) and (2) above are subject to changes by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

E. Reporting Results

(1) The laboratory shall report test results to the local Committee or its medical designee, if one is available, with a copy to the MCS, if one is designated, within 5 working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test shall be certified as an accurate report by the responsible individual designated by the local Committee. The report shall identify the drugs/metabolites tested for, whether positive or negative, the cutoff for each, and the drug testing laboratory specimen identification number. The results (positive

and negative) for all specimens submitted at the same time to the laboratory shall be reported back to the appropriate Medical Review Officer or to the local Committee.

- (2) The laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported for a specific drug or alcohol.
- (3) The local Committee may request from the laboratory and the laboratory shall provide quantitation of test results. The local Committee's medical consultants may not quantify the test results to the parties but shall report only whether the test was positive or negative.
- (4) The laboratory must transmit results to the local Committee or its medical consultants in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.

8. Review of Results

- (a) Medical Review of Results. An essential part of the drug testing program is the final review of results. A positive test result does not automatically identify an employee/ applicant for employment as an illegal drug user. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by competent medical officers or their designees prior to the transmission of results to the necessary parties.
- (b) Method of Review. The local Medical Review Officer or his designee will review and interpret positive test results obtained through the testing program. In carrying out this responsibility, the Medical Review Officer or his designee shall examine alternate medical

explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual's medical history, or review of any other relevant biomedical factors. He shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The Medical Officer or his designee shall not, however, consider the results of urine samples that are not obtained or processed in accordance with these Guidelines.

- (c) Reanalysis Authorized. Should any question arise as to the accuracy or validity of a positive test result, only the Medical Review Officer or his designee is authorized to order a reanalysis of the original sample and such retests are authorized only at laboratories certified under these Guidelines.
- (d) Positive Test Result. Prior to making final decision to verify a positive test result, the local Medical Officer or his designee shall give the individual an opportunity to discuss the test results with him. Following verification of a positive test result, the Medical Review Officer or his designee shall refer the case to any accredited Employee Assistance Program in the Port, or vicinity of the Port and to the management official empowered to recommend or take administrative action.
- (e) Result Consistent With Legal Drug Use. The local Medical Officer or his designee shall determine if a positive result is consistent with legal drug use and shall so advise the concerned parties, together with his recommendation for further work-related treatment of the employee/supervisor in order to assure that he can be safely employed or, if not, that the employee/supervisor be so advised and counseled.

The results of all physical examinations and blood and urine tests will be treated as confidential, and distribution will be limited to those clearly having a "need to know", such as: a designated official of the affected employer and such employee's representative as may be designated by the Umon. Results of an individual's drug tests, whether positive or negative, will be kept in a file separate from his personnel files with the appropriate Association for three (3) years and will then be destroyed.

9 Penalties

A. Statement of Principles

As a matter of policy, it is agreed that anyone who is found in possession of, use of, or other dealings in narcotics, alcohol or other prohibited substances (other than drugs which have been prescribed by a licensed physician, and only while working under the conditions permitted by the employer) while in the course of his employment under the terms of any Collective Bargaining Agreement between the Parties shall be immediately suspended from employment through any and all Hiring Halls for a period of sixty (60) days. Any second offense, shall result in termination from employment through any and all Hiring Halls to which this Agreement applies. Such individual will be eligible for final reinstatement in the industry, provided: (1) that a written notification of intent to apply for reinstatement after the second offense must be made by the terminated employee personally, within sixty (60) days from the date of the individual's termination; (2) the terminated employee can provide proof of successful completion of a rehabilitation program resulting in the individual being drug-free for the twelve (12) months preceding the individual's formal application for reinstatement; (3) following reinstatement, the individual agrees to be and will be subject to random testing. Reasonable criteria in each port or

periodic testing following reinstatement. A third offense will result in the individual's permanent exclusion from employment through any and all Hiring Halls to which this Agreement applies.

Notwithstanding the foregoing, it is the declared policy of this program to assist workers who are suffering from drug or alcohol abuse or dependence and who voluntarily submit to a rehabilitation and counseling and to encourage treatment and return to the job of those who are determined to be unfit. Accordingly, it is understood and agreed that all employees eligible for welfare benefits under the terms of local Collective Bargaining Agreements between the Parties, including those who test positive for drugs or alcohol, shall have the right to request referral to an approved program for treatment or to be tested.

B. The Rehabilitation Process

Any employee whose dependency is acknowledged or whose test results are positive shall be advised of and given the opportunity to request such referral. In such event, he 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 and is so certified, then the employee shall be reinstated, provided, however, that any additional test of the employee within an eighteen month period that yields a positive result shall be grounds for immediate and permanent discharge and permanent suspension from employment through any and all Hiring Halls. To this end, and to deter recurrence, any such individual seeking reinstatement following his first or subsequent suspension from employment through any and all Hiring Halls shall, before he can again be considered eligible for employment through any and all Hiring Halls be required to sign a written agreement that the individual will agree to take random drug and

alcohol screen tests upon reasonable notice made through the appropriate Association for a period of eighteen months from the date of reinstatement.

The affected individual shall be referred to an appropriate rehabilitation program, provided that same is available within the area of his residence or employment. The propriety and availability of the program shall be determined by the appropriate employer and union representatives in consultation with the local Medical Consultant or his designee, which will monitor the employee's progress. It is understood that the resources for treatment and rehabilitation will be provided locally from fringe benefit funds or from other identifiable sources which may vary from port to port and that funding therefor may be limited. In the latter event, the employee may be required to obtain - or to complete - rehabilitation/treatment at his own initiative and expense before he can be certified for return to work. The local Medical Consultant or his designee will review all certifications to ascertain that the treatment administered appears to meet current accepted standards to address the employee's particular problem, but shall not be deemed any guarantee thereof.

Upon return to work, the employee's then current employer shall be confidentially notified that the employee is in a post-rehabilitation program. The employer thereafter shall be responsible for the employee's referral for counseling and for his evaluation and further testing, in consultation with the employee's union representative, and, if necessary or desired, with the MCS, if designated.

10. Grievance Procedures

(a) All disputes as to the general interpretation and implementation of the above stated policies and criteria applicable to two or more ports shall be resolved under the provisions for

grievances and arbitration in the Master Contract and their resolution will be binding on all parties thereto.

All specific or individual disputes respecting application of this program or to the local administration of the program, whether initiated by them or on their behalf, shall be determined by an arbitrator designated on a North Atlantic basis who shall be designated by the CCC/Associations and the ILA on such terms and conditions as may be agreed on, it being the intent of the parties that such arbitration, on an expedited basis, shall be the second and final step of the grievance procedure, after the first step of the local grievance procedure.

Any employee who considers himself aggrieved may apply to the grievance procedure or to the arbitrator for back pay as well as for fringe benefit contributions.

The time limitations of the grievance and arbitration procedure shall be strictly applied and no grievant shall be kept unemployed because of the failure to meet such time restrictions for more than 15 working days after the local hearing time limitation, but in no event beyond a total of 21 calendar days.

11. Records and Safeguards

All records pertaining to meetings of the Committees and referrals for testing, rehabilitation and administration of the program otherwise shall be maintained by the custodians appointed by the Committees and by designated officials for such purpose in each of the ports. Individual records shall be maintained separately from personnel files for a period of three (3) years. They may be released or be discussed with responsible industry representatives, but only on a strictly enforced "need-to-know" basis, and the employee shall be advised of any such

inquiry. The local Committee and its Co-counsel shall have access to any such records for purposes of administering this program and related grievances.

MANAGEMENT-ILA PROGRAM FOR DRUG AND ALCOHOL ABUSE

By:

David J. Tolan

25935 2/18640-00-044

Appendix "A"

DRUG AND ALCOHOL SCREEN CONSENT FORM

I understand* that according to the Plan on Drug and Alcohol Abuse between the ILA and Management. I am required to submit a sample of my (blood) (urine) for chemical analysis. I understand that this sample will be collected at (Name of Location) and will be processed by qualified laboratory personnel. I have received a copy of the summary of the Plan which sets forth the policy on Drugs and Alcohol of Management and the ILA, and I have read and understand it.

The purpose of this analysis is to determine or to rule out the presence of alcohol, drugs, prohibited dangerous controlled substances or other substances in my body that did or can affect my ability to function properly at my work. I consent freely and voluntarily to this request for a (blood)(urine) specimen. I give permission for the release of the results of the analysis of my specimen(s) to the medical testing facilities designated under the industry program and on a "need to know" basis to Management and to the ILA or their designees. I hereby and herewith agree that I will not bring or cause to be brought any action in any Court of Law or before any Agency whatsoever arising from this request to furnish this specimen, the testing of the (blood)(urine) specimen and any decisions made by my employer concerning my employment or my continued employment based on the results of the analysis.

I understand and agree that any and all disputes involving this Policy and/or Program including its interpretation or application, as they may pertain to or govern my being tested and the results thereof, shall be resolved solely under the Grievance Procedure and Arbitration clauses in the Master Contract or Local Contracts as set forth in the Drug/Alcohol abuse prevention program between the Parties. I further understand and agree that all resolutions reached on any and all such disputes shall be as binding upon me and upon all of the other parties.

I agree that I will not bring or cause to be brought any action in any court or before any government agency, whatsoever, arising from this request to furnish any of these specimens, or from the testing of the saliva and/or blood and/or urine specimens and of any decisions made by my employer concerning my employment or my continued employment based on the results of the analysis.

I further agree that, in the event that any of the tests shall show positive result(s), then, if I am offered and accept the opportunity, I will abide by all of the terms and conditions for treatment and rehabilitation as set forth in the Program, including post-rehabilitation testing, and that I will execute all forms and authorizations related thereto.

In the event that the employer or union representative was required to read the form to the individual before he signs it, the representative must so indicate in the space provided for "remarks" on the next page.

I have taken the following prescription or non-prescription drugs within the last 30 days:

Name of Drug	Condition For Which Taken	Prescribing M.D.
Employer Witness	Union Witness	Employee**
nployer Witness Name Print	Union Witness Name Print	Name Print
aplayer Witness Signature	Union Witness Signature Date Time	Name Print
		Date Signed
		Social Security No.

Remarks: ***

Employer and Employee Representative must sign if any remarks are noted.

In the event that the individual also is unable to understand and to consent (e.g., in great pain, unconscious, etc.), the employer or union representative must note this clearly under "Remarks", above, and both representatives will then sign and date the notation.

"" In the event an individual refuses to complete and sign this form or to be tested, the employer or union representative must advise the individual that a continuing refusal will result in an immediate discharge and a suspension from industry employment for a period of 60 days. If the refusal is a second offense under the program, it will result in a termination of a permanent bar from employment in the industry. If the refusal is a third offense under the program, the individual will be advised that a continuing refusal will result in a permanent bar from employment in the industry without further opportunity for reinstatement. The continuing refusal and the giving of the foregoing warning should be noted in the box for "Remarks" above. Both representatives should then sign and date the notation.

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^{**} In the event that the individual to be tested is unable, for whatever reason, to sign this form, even with an "X", the employer or union representative will read it to him and will indicate in the space for "Remarks", above, that he read it to him and that the latter acknowledged that he understood and consented to taking his specimens, and both representatives will then sign and date the notation.

CARRIER-ILA CONTAINER FREICHT STAMON TRUST FO

AGREEMENT and DECLARATION OF TRUST made the 14th day of June, 1989, effective as of April 15, 1989, by and between the CARRIERS CONTAINER COUNCIL, INC. (hereinafter referred to as "CCC"), the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, (hereinafter referred to as the "Union" or "ILA"), hereinafter jointly referred to as the "Parties", and the Messrs. Edward J. Kelly, Robert E. Martin, James P. Melia, David J. Tolan and Thomas Yost, appointed by CCC, and Messrs. John Bowers, Albert Cernadas, Anthony Pimpinella, J. H. Raspberry and Benny Holland, Jr., appointed by the Union (who with their successors, designated in the manner hereinafter provided, are called the "Trustees").

WITNESSETH:

entered into a Container Freight Station Agreement ("CFS Agreement") dated March 31, 1989 providing for the establishment and administration of a joint labor-management container freight station fund in order to encourage economic development, protect job opportunities and job security in the major container ports and to pay supplementa. Income and othe employee frings benefits to those persons employed at Container Freight Stations to be established in major container ports; and

amplayee fringe benefits to employees of such Container Presque ANERGES, the CHS Agreement provides for assessments to provide funds for the payment of supplemental income and בבפניםטפי פטם

Other have agreed to the establishment of the CARRIER-ILA CONTAINER WHEREAS, the Parties pursuant to the CTS Agreement assessments in accordance vith the terms and provisions of assessments from the Carriers for supplemental income ind FREIGHT STATION TRUST FUND for the purpose of receiving fringe benefits other than pension and to disburse said Agreement; and

Agreement for the collection, administration, investment and WHEREAS, one Parties have entered into this Trust dispursement of sald funds; NOW, THEREFORE, in consideration of the promises and of the mutual agreements of the Parties, it is hereby agreed and and Agreement and Declaration of Trust shall read as

ARTICLE :

The Fund

FREIGHT STATION TRUST FUND (hereinafter referred to as "fund"). There is hereby established the CARRIER-ILA CONTAINER

ARTICLE II Definitions

"Assessment" means the sum of thirty cents (\$.30) long ton of cargo which the Carriers shall contribute to noved by the Carriers on and סט פאנט טמטנקוטבנ בייש

trace, as well as on containers otherwise exempt from container THE LEGET AC the action of the or on containers in the notingound Puerto Rican Collective Sargaining 03557775 Collective Bargaining tensent mind to property and no stress train to pertuos are untur statica are sonitad or coyalty under one CCC-ILA Master terms of the COO-COA Master いってものののないで ביי ידום

- Agreement and and with the consent of CCC and IL's becomes a signatory to this 2525 party to the CCC-ILA Master Collective Bargaining parototes, suall sean any Employer - DESENDE DE LACT DE LINE AGRESSION
- authorized CCC to represent it in collective pargaining. "Carrier" reans a member of CCC anton nas .;
- approval from the CTS Trust fund to operate a Container Steignt "CTS Cheracor" means any person and has received 222 30 Station and who is stuffing and stripping only container Hemner to receive the benefits of this Trust. laaded or unloaded from snips of a carrier ;
- collective theretable attrouttoo act acast "nessessible with CONASA, SAENC, SZFEPA, 35A and the LLA and any extensions of Agreement entered unto on March 11, 1949 detreen COC, .. 155. cargaining agreement may de used synonymously and/or Cerus Cits Agreement and Į: chereof. . niteron Viosephanonini modifications
- "Contract teac" reads October Lat of each year. during the term of the collective cargaining agreement. September Didna on the subsequence

- The contract the CCC+DLA Master Collective Bargaining Agreement.
- is applemental income, means a cenefit to be paid for employees of Container Freight Stations in the amount of the difference between deep-sea ILA wages and fringe denefit costs as provided by the CCC-ILA Master Collective Bargaining Agreement and the area's andard for employees performing similar work as determined by the Trustees.
 - 9. "Plan" means the CFS Plan described herein.
- 13. "Fund" means the Trust Fund for which provision is made negern.
- il. "Trustees" hears the Trustees described in Article IV.
- 12. "Board" means the Board of Trustees as provided in Article IV.
- 13. "Member of the Board" means a member of the board of Trustees as provided in Article IV.

ARTICLE III

Purposes of the Fund

It is agreed that the Fund is and shall constitute an intervocable trust pursuant to Section 302 (c) of the lapor-mand iment Relations Act of 1947, as amended, for the following purposes:

establishing Container Freight Stations in such major container ports where it can be

are needed to endourage economic development and to create a dedicated ILA work force in waterfront facilities by deep-sea Ith Labor consolidation and other cargo not presently directed by the employer vithin the craft; shown toad Sudn Container Steignt Stations each port to productively and efficiently stuff and strip containers and to work as nandled for the account of the carrier at full-container load ("FCL"), vendor TOTAL DECT MECHANIST CONTRACT SEAT Less-than-trailer load ("LTL"), to Eulderes and antiques yo

collective pargaining agreements, or to make to collect all assessments from the Carriers and to distribute the montes collected, less costs of administration, as reimpursement to paid by such Operators to various employee accordance with the provisions of various the CTS operators for supplemental income Denefit funds, other than pension funds. pald for amployees and for contributions fringe cenefic funds, other than penalon contributions directly to such fringe funds, which have been extablished in n

11.00 Labor - Hanagement 50 Stude creating Danapoa Para ta the result of collective dargaining 9 This Agreement and Cectaration of 41 cadnicements 0 pursuant to Relactons Act. PATTERS

1 -1

Stattons Fresque Creation of Container .;

Trustees as part of the application. Such pusiness plan must approved by the Fund under 41.12 furtherance of Concainer Freignt 2 orgicle. pro- cedures adopted by the Each applicant nust supply a business plan one purposes of the Fund, as described in this snow char the applicant is able to operate in operate a Station must first apply to and be Any person planning to one suprations, requirerious and

Scarfing of Container Freigns Stations

... productively and efficiently stuff and strip containers, Container Freignt WOLK force .989. SUCTOTOROD BUT SECT 37. established in the CFS Agreement dated March create a dedicated Ilà 91 nay approve one establishment SOF IS se amended from time to time. משנוסטט בשופה שו איים שמעמדשם מ in order to

3. Contributions

77 C off metr salps בתוום 5001 400 In accordance vien one OFS Agreement, effective 15, 1989, the Carriers shall contribute ... COLUMN STREET TO STORE BESTELL TO THE STREET OF THE STREET them on and container coved by each 50 Cargo the Atlantic of Gilf Coasts, pursuant to the terms of the ICC-ILA Masuer Collective Sargaining Agreement, except for all containers which are stuffed and stripped by deep-sea ILA Lador, if containers in the northbound Puerto Rican trade of the on containers otherwise exempt from container royalty indecine CCC-ILA Master Collective Bargaining Agreement. CCC shall be the agent for the collection of this assessment directly from the individual carriers. CCC shall then deposit such monies into the Fund.

Each Carrier (noth private and governmental) shall be solely responsible for the payment of any assessments provided for in this Trust Agreement. The ILA need not supply labor to work the vessels or cargo of any carrier which has failed to comply with the provisions of this Trust Agreement.

4. Distributions

The Fund shall distribute the montes collected, less costs of administration, to authorized and approved CFS operators as defined in Article II, Section 4, as follows:

Supplemental Income - The Fund may reimpurse CFS

Cperators for supplemental income paid to employees.

Other Employee Fringe Benefits - The Fund may also reimourse such CFS Operator for contributions actually paid by such operator to various fringe benefit funds, other than pension, or may in an a propriate case, make such contributions directly to such fringe cenefit funds, other than pension funds.

ARTICLE :"

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1. Appointment of Trustees

The CFS Fund shall be administered by a Board of Trustees composed of five (5) representatives appointed by the CCC and five (5) representatives appointed by the Union.

CCC hereby appoints Messrs. Edward J. Kelly, Robert E. Martin, James P. Melia, David J. Tolan and Thomas Yost as the representatives of the CCC.

The Union nereny appoints Messrs. John Bowers,
Albert Cernadas, Anthony Pimpinella, J. H. Raspoerry, and Benny
Holland, Jr. as the representatives of the Union.

1. Chairmen

Messrs. Tolan and Bowers shall act as Co-Chairmen of the Board of Trustees and shall alternate monthly in serving as Chairman of the full Board of Trustees.

3. Withdrawal of Trustees

designated by it by mailing or delivering to said Trustee, to each of the remaining Trustees and to the Union, a true copy of a resolution by CCC terminating said designation. The Union may terminate the designation of any Trustee designated by it by mailing or delivering to said Trustee, to each of the relating Trustees and to CCC, a true copy of a resolution adopted by the Union terminating said designation.

Any Trustee may resign by instrument in writing executed for that purpose and mailed or delivered to each of the remaining Trustees, CCC, and the Union.

In the event of the resignation, death.

Indepently of unwillingness to serve of any of the Trustees,

If or the Union, unionever is applicable, shall appoint the successor of any Trustee appointed by it.

Any successor Trustee, named and appointed as nereinabove provided, shall, upon his signature to this agreement and Declaration of Trust, without further act, recome vested with all the estate, rights, powers, discretion and duties of his predecessor Trustee with like effect as if originally named as a Trustee herein.

Any retiring Trustee shall forthwith turn over to the remaining Trustees at the office of the Fund any and all records, rooks, documents, montes and other property in his possession Gened by the Trustees or incident to the fulfillment of this Trust Agreement and the administration of the Trust Fine.

The powers of the Trustees to act, as above provided, shall not be impaired or limited in any way, pending the appointment of a successor frustee to fill any vacancy resulting from the withdrawal of any Trustee for any of the reasons merein provided.

4. Term

The term of the Trustees shall be for the duration of this Trust Agreement and as long thereafter as the proper consummation and administration of the Trust shall require.

5. Compensation

No Trustee shall receive any compensation for his services rendered hereunder except that, upon the presentation

of a voucher in a form satisfactory to the Board, the Tristees shall be reimbursed for all reasonable and necessary expenses incurred in the performance of their official duties.

6. Action by and Meetings of Trustees

To constitute a quorum for the transaction of cusiness, there shall be required to be present at any neeting of the Board of Trustees at least three (3) CCC. Trustees and three (3) Union Trustees. At all meetings, the CCC Trustees shall have a total of five (5) votes and the Union Trustees shall have a total of five (5) votes, the votes of any absent Trustee ceing divided equally between the Trustees present appointed by the same party.

The exercise of any right or power granted to the Trustees under this instrument shall be only by the approval of a majority of the votes cast at a meeting of the Trustees duly called by written notice mailed at least three days before the date of the meeting; except that notice of any meeting of the Trustees may be valved in writing, signed by all of the Trustees. Any meeting may be called by either Chairman or by any three (3) Trustees.

Any instrument in writing so authorized may be signed by the two Co-Chairmen or by any six (6) of the Trustees. Any instrument so executed and all action taken in accordance with this provision shall have the same force and effect is if taken by all the Trustees. All parties dealing with the Trustees may rely on any instrument so executed and on any action so taken as having seen duly authorized.

7. Neutral Undice in Case of Deadlock

In the event a ceadlock shall arise over the administration of the Fund, or on any question before the Trustees. The dispute shall be settled by arbitration. The parties shall agree on an arbitrator to hear and determine such disputes. In the event that they are unable to agree upon such selection within five (5) days of the date on which the dispute is deadlocked, the arbitrator shall be designated under the impartial Umpire Rules for Arbitration of Impasses Between Trustees of Joint Employee Benefit Trust Funds administered by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties and on any Employer, Carrier, ILA and ILA Locals and CFS Operator covered by the CCC-ILA Master Collective Bargaining Agreement.

ARTICLE V

Powers and Duties of the Trustees

The Trustees shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out the Plan. The determination of the Trustees as to any questions involving the general administration and interpretation of the Plan shall be final, conclusive and binding. Without limiting the generality of the foregoing, the Trustees shall have the following powers:

1. to demand, collect, receive and hold montes due the fund and take such steps, including arbitration as herein set forth, the institution and prosecution of, or the intervention

in, any proceeding at law, in equity or in pankruptcy as may be necessary or desirable to accomplish the collection of such monies.

- decision in the event of a bona fide dispute as to the amount due and owing from any Carrier to the Fund and/or in the event of a delinquency in the payment of assessments by any Carrier. At such nearing, the Carrier may appear in person and has the right to be represented by counsel of its own choosing. The decision of the Trustees shall be a final and binding arbitration award and subject to confirmation in any court of competent jurisdiction and may include, in addition to unpaid assessments, interest at the rate of 1 1/2% per month and expenses of collection, including, but not limited, to accorneys' and auditors' fees.
- (ii) In the event a disagreement or deadlock shall arise under this Section, the provisions of Article IV, Section 7 as to the selection of an arbitrator, shall apply.
- Investigators, and clerical and administrative personnel as may, in their discretion, be proper or necessary for the sound and efficient administration of the Trust. The Trustees may also, in their discretion, enter into a working agreement with any company providing for the performance of administrative and clerical duties in connection with the operation of the Fund.
 - 4. to buy, sell and own title to personal property.

- 5. to notice montes from any mank of trust company and to make the necessary arrangements for repayment of such montes from future assessments collectible pursuant to the provisions of the GFS Agreement.
- 6. to make rules and regulations not indonsistent with the terms hereof, or the CFS Agreement, necessary to carry out the provisions of this Trust Agreement.
- 7. to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any denefits under the Plan.
- 3. to terminate relations with any CFS Operator or to amend or otherwise modify the relationship of the Plan with any CFS Operator.
- 9. 30 interpret of construe the Plan and to resolve amorguities, inconsistencies and omissions, which findings shall be binding, final and conclusive.
- 10. to allocate any such powers and duties to or among individual members of the Trustees.
- il. to designate persons other than Trustees to darry out any duty or power which would otherwise be a fiduciary responsibility of the Trustees under the terms of the Plan.
- 12. No Trustee acting hereunder small de liable for any action taken or omitted by him in good faith, nor for the acts or omissions of any agent, employee or attorney selected by the Trustees with reasonable care, nor for any act or omission of

any other Trustee; nor shall any Trustee on individually or personally liable for any of the onligations of the Trustees, acting as such, or of the Fund.

13. Neither CCC nor the Union shall be liable in any respect for any of the obligations of the Trustees because such Trustees are officers of, or in any way associated with, any Employer, CCC, or the Union, it being understood that each of the Trustees designated as such by either CCC or the Union does not act as agent of any person, firm, corporation or organization.

ARTICLE VI

Amendment of Trust Adreement

Only the Parties, not the Trustees, shall have the power to amend this Trust Agreement at any time or from time to time, except that no amendment shall divert the CFS Find as then constituted, or any part thereof, to a purpose other than that set forth in Article III of this Agreement.

ARTICLE VII

The Monies Received by the Trustees

1. Declaration of Trust

The Trustees hereinabove named and their successors declare that they will receive and hold the payments herein provided for and any other money or property which may be entrusted to them, as Trustees hereunder, with the powers and duties and for the use, purposes and trusts herein named and for none other.

2. Purposes of Montes Faid

All the monies paid into said fund shall be need exclusively for the purpose of providing the employee supplemental income and employee fringe benefits enumerated in the CFS Agreement, together with costs of administration, and neither the Union nor CCC nor any employer or employee nor any beneficiary has any right, title or interest in any of the monies of this Fund. It is the intention of the paities hereto that said Fund shall constitute an irrevocable Trust for the tenefit of joint labor-management employee fringe benefits funds except joint labor-management pension funds and that no denefits or monies of this Fund shall be subject in any manner to anticipation, allenation, sale, transfer, assignment, pledge, encumprance of charge, and any attempt to so anticipate, allenate, sell, transfer, assign, pledge, encumper or charge the same shall be void.

No employee small have any right, interest of title to the Fund or any part thereof. The monies paid of to be paid into said Fund small not be liable for or subject to the debts, contracts, or liabilities of CCC, the employers, employees, beneficiaries of the Union or its affiliated Locals.

3. Application of the Monies

Any and all montes received by the Trustees shall be received by them as part of the Trust Fund to be administered and disposed of for the following purposes:

(a) (1) To pay no less than the amounts provided under the collective pargaining agreement to the Funds described in Article III.

- (11) To repay to any pank or trust company any montes corrowed by the Fund pursuant to Article V.
- (b) To pay the expenses of this Trust and all reasonable and necessary expenses of collecting monies due the Fund, of administering the affairs of this Trust, including the employment of assistants, agents, investigators, auditors and counsel, the leasing of premises and the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.
- (c) To provide, in the discretion of the Trustees, for each of the Trustees and all other persons authorized to handle, deal with, or draw upon the monies in the Fund for any purpose whatsdever:
- (1) fidelity bonds to de secured from such companies and in such amounts as the Trustees shall determine;
- (ii) errors and omissions insurance coverage; and
 - (111) fiductary Liability insurance coverage.
- (d) To provide for the payments and distributions described in Article III, Section 4.
- received by them in such banks as they may select for that purpose. The crustees shall invest so much of the montes received as they deem wise and as are not immediately necessary for the payment of supplemental income, other employee fringe

securities and investments which are legal for trust funds under the laws of the State of New York.

ARTICLE VIII

Miscellaneous

- 1. Checks to the Fund shall be made payable to the *Carrier-ILA Container Freignt Station Trust Fund.*
- 2. The office of the Trustees shall be at 17 Battery Place, New York, New York 10004 and at any other offices fixed by the Trustees.

1. Audits and Report

An annual audit of the Fund, the CFS Operators and the Carriers shall be made by independent certified public accountants to be designated by the Trustees. A statement of the results of said annual audit shall be made available for inspection of interested persons at the principal office of the Fund and at such other places as may be designated by the Trustees. More frequent audits may be made at the discretion of the Trustees. The Trustees agree to furnish to the CCC and the Union, from time to time at regular intervals, reports representing the status of the Fund, application of the monies received by it and other pertinent information regarding the operation of the Fund, but the Trustees shall not be required to furnish such reports more often than annually.

4. CFS Operators' Records

The CFS Operators small furnish to the Trustees, upon request, any and all records pertaining to their respective

employees, including records of the names and classifications of such employees, the number of hours for which each employee has been employed, Social Security Numbers, the nature of the work performed by each such employee, the identity and number of containers worked on by such employees and any other information pertaining to any of such employees that the Trustees may require in connection with the sound and efficient administration or the Fund created hereby.

5. Situs of Trust

This Trust is accepted by the Trustees in the State of New York and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of that State.

6. This Agreement and Declaration of Trust is subject to the approval of the Internal Revenue Service and any other governmental agency having jurisdiction hereof.

ARTICLE IX

Term of Trust and Termination

This Agreement and the Trust created hereby shall continue until either party gives 90 days written notice of its desire to cancel said Agreement, in which event said Agreement shall terminate the 90th day following such notice. The Trustees, however, shall continue thereafter to perform and car: out the provisions of the Trust, to receive such contributions as may be made to them, and to administer the Funduntil the dispursements of all monies shall have been completed and all obligations under the CFS Agreement and under the Trust shall have been fulfilled.

upon the termination of liquidation of the Trust and the fulfillment of the purposes specified in Article III of this Trust Agreement, the Trustees shall turn over any surplus monies in the fund, any real or personal property belonging to the Trust, and such other assets remaining in said Trust as may be determined by the Parties hereto.

ARTICLE X

Counterparts

This Agreement and Ceclaration of Trust may be executed in a number of counterparts each of which shall have the force of an original.

IN WITNESS WHEREOF, the Trustees have executed this instrument to evidence their acceptance of the Trust hereby created and their agreement to be bound thereby, and all other parties have executed this Trust Agreement this day of June, 1989.

Robert E. Mastin

dames P. Melia

CCC TRUSTEES

David J. Folan

Thomas Yost

ILA TRUSTEES

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ZIN 4./1

Albert Cernagas

In Thomas /v

Anthony Pimpinetta

A. H. RASPOSTEY

Benny Holland, JE.

CARRIERS CONTAINER COUNCIL, INC. For and on benalf of its

Carrier-memmers

(\$1216E)

INTERNATIONAL LON HOREM ASSOCIATION, AFL-_:3

For itself and its affiliat

Locals.

AMENDMENT NO. 1

TO THE

CARRIER-ILA CONTAINER FREIGHT STATION TRUST FUND

Agreement made this it day of management, 1991, effective
December 1, 1990, by and between the International Longshoremen's
Association, AFL-CIO (hereinafter referred to as "ILA" or
"Union"), on the one hand, and Carriers Container Council. Inc.
(hereinafter referred to as "CCC" or "Management"), on the other
hand.

WITNESSETH:

WHEREAS, ILA and CCC established the Carrier - ILA Container
Freight Station Trust Fund - Agreement and Declaration of Trust
on June 14, 1989, effective as of April 15, 1989 (hereinafter
referred to as the "CFS Trust" or "CFS Fund"), which provides in
Article III - Purcoses of the Fund that the purposes are to
promote employment opportunities by the establishment of
container freight stations (hereinafter referred to as "CFS") and

to collect assessments from the Carriers to provide funding for the CFS program; and

thereas, Article VI - Amendment of Trust Agreement, provides that only the parties (i.e., CCC and ILA), not the Trustees, may amend the CFS Trust and that no amendment shall divert the CFS Fund as then constituted, or any part thereof, to a purpose other than that set forth in Article III of the CFS Trust; and

THEREAS, the parties have agreed in the Master Contract dated October 30, 1990 that:

11. CONTAINER ROYALTY FUND

. . .

for the Life of this agreement with the carriers contributing \$.10 per weight ton as now provided. The Trust Agreement shall be amended to provide for additional use of such fund including retraining and any and all other fringe benefit purposes other than supplemental cash benefits.

: and

THEREAS, the parties agree that ILA employment opportunities
while benefitted by apprenticeship, retraining, and any and all
other fringe benefit purposes, other than supplemental cash
benefits in addition to the promotion of container freight
stations; and

whereas, such apprenticeship, retraining, and other fringe benefit purposes other than supplemental cash benefits are consist nt with the CFS Trust's original purposes as set for in Article III thereof and the Agreement on C.F.S. Stations.

- NOW, THEREFORE, the parties hereto agree as follows:
- i. Article II Definitions shall be amended to read as follows:
 - "Carrier" reans a steamship carrier which is signatory to any agreement requiring it to pay the CFS tonnage assessment.
 - 4. "CCC Member" means a member of CCC which has authorized CCC to represent it in collective bargaining.

(Where the new language is underscored).

- 2. Article III Purposes of the Fund shall be amended to read in its entirety as follows:
 - (a) to promote employment opportunities by (1) establishing Container Freight Stations in such major container ports where it can be shown that such Container Freight Stations are needed to encourage economic development by stuffing and stripping of less-thancontainer load ("LCL"), less-than-trailer load ("LTL"), full-container load ("FCL"), vendor consolidation and other cargo not presently handled for the account of the carrier at waterfront facilities by deep-sea ILA labor and to create a dedicated ILA work force in each port to productively and efficiently stuff and strip containers and to work as directed by the employer within the craft; (2) developing apprenticeship and training programs in order to teach ILA employees new skills or techniques and/or to prepare such I'A employees for new positions. including providing for periodic retraining of refresher courses, to which ccc and the IIA may agree in collective bargaining; (3) and other frings benefit purposes, other than supplemental cash benefits; and
 - (b) to collect all assessments from the Carriers and to distribute the monies collected, less costs of administration, (1)

as reimbursement to the CFS Operators for supplemental income paid for employees and for contributions paid by such Operators to various employee fringe benefit funds, other than pension funds, which have been established in accordance with the provisions of various collective bargaining agreements, or to make contributions directly to such fringe benefit funds, other than pension funds, and/or /2) for such apprenticesnip. retraining and/or other frings benefit purposes other than supplemental cash benefits.

* * *

Where the new language is underscored.)

The article III - Section 4. Distributions shall be amended to read in its entirety as follows:

(a) The Fund may [shall] distribute monies collected, less costs of administration, to authorized and approved CFS Operators as defined in Article II, Section 4, as follows:

Supplemental Income - The Fund may reimburse CFS Operators for supplemental income paid to employees.

other Employee Frince Senefits - The Fund may also reimburse such CFS Operator for contributions actually paid by such operator to various fringe benefit funds, other than pension, or may in an appropriate case, make such contributions directly to such fringe benefit funds, other than pension funds.

(b) The Fund ray distribute the monies collected, less the costs of administration, for apprenticeship, retraining, and/or other fringe benefit purposes, other than supplemental cash benefits as set forth in Article III. Purposes of the Fund, above.

Where the new language is underscored and deleted language is bracketed.)

IN WITNESS WHEREOF, the undersigned have put their mands and seal on the date above written.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO CARRIERS CONTAINER COUNCIL, INC.

John Bowers, President

David J. Tolan, Chairman

AGMTS/115PF

1

CARRIER-ILA CONTAINER ROYALTY FUND AGREEMENT AND DECLARATION OF TRUST

AGREEMENT and DECLARATION OF TRUST made the III day of INCOME, 1991, effective as of December 1, 1990, by and between the CARRIERS CONTAINER COUNCIL, INC. (hereinafter referred to as "CCC"), the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, (hereinafter referred to as the "Union" or "ILA"), hereinafter sometimes jointly referred to as the "Parties," and the Messrs. Edward J. Kelly, Robert E. Martin, James P. Melia, David J. ToTan and Anthony J. Tozzoli appointed by CCC, and Messrs. John Bowers, Albert Cernadas, Clyde Fitzgerald, Benny Holland, Jr. and Anthony Pimpinella, appointed by the Union (who with their successors, designated in the manner hereinafter provided, are called the "Trustees").

WITNESSETH:

WHEREAS, the Parties hereto and the several Management Port Associations (hereinafter "Employers") have entered into a Master Contract (a/k/a Master Agreement) dated October 30, 1990, amending the Containerization Agreement and providing for the establishment and administration of a joint labor-management container royalty fund in order to collect and distribute additional container royalties in IIA ports from Maine to Texas, as follows:

11. CONTAINER ROYALTY FUND

a) The two Container Royalty payments, effective in 1960 and 1977, respectively, shall be continued and shall be used

exclusively for supplemental cash payments to employees covered by Management Agreements, and for no other purpose. The remaining Royalty payment, effective in 1971, also shall The remaining be continued and shall be used for fringe benefit purposes only, other than pension, retirement or supplemental cash benefits, which purposes are to be determined locally on a port-by-port basis. Management and the Carriers agree that the payment of container royalties as provided in their agreements is of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then Management and the Carriers shall provide, by some other form of assessment for the payment of equivalent amounts to be used for the same purposes as said container royalties are presently used.

- b) Every port or district Container Royalty Fund or other funds to which container royalty shall be paid, will supply periodically a report as to the use and distribution of said fund including an innual audited statement to the Carriers Container Council, Inc. and the ILA.
- c) Effective December 1990, the Carrier-ILA Container Royalty Fund is created to cover the Master Contract Region from Maine to Texas. All carriers signatory to this agreement, shall be required to pay to such Fund, effective December 1, 1990, the sum of up to 5.30 per weight ton. Effective October 1, 1991, the carriers shall contribute an additional 5.10 per weight ton to said Fund. Effective October 1, 1992, the carriers shall contribute an additional \$.10 per weight ton and effective October 1, 1993, the carriers shall contribute an additional 5.25 per weight ton for a total of \$.75 per weight ton. All of these monies shall be used exclusively for fringe benefits, except for pension, retirement or supplemental cash benefits.
- d) The periodic distributions of the amounts so paid would be determined solely by the CCC-ILA Trustees who would consist of an equal number of representatives appointed by the ILA and CCC.

- e) Any dispute arising among the Trustees would be referred to the Arbitration Procedure provided in the Trust Agreement. The determination of the CCC-ILA Trustees or the determination reached under such arbitration procedure shall be final and binding on the CCC-ILA Trustees, the parties to this Agreement, all port associations or district associations, all beneficiaries and any and all persons claiming any benefits or rights under said Fund.
- f) No person or entity shall have any right to any part of such royalty unless they, or any entity or local union which represents them, has subscribed to and agreed to be bound by this agreement with the joint consent of the CCC and ILA.
- c) The CCC-ILA CFS Fund shall be continued for the life of this agreement with the carriers contributing \$.30 per weight ton as now provided. The Trust Agreement shall be amended to provide for additional use of such fund including retraining and any and all other fringe benefit purposes other than supplemental cash benefits.

: and

WHEREAS, pursuant to the October 10, 1990 Master Agreement, the ILA and CCC have agreed to the establishment of the CARRIER-ILA CONTAINER ROYALTY FUND for the purpose of receiving container royalty assessments from the Carriers and distributing such royalty assessments exclusively for fringe benefits, except for pension, retirement or supplemental cash benefits in accordance with the terms and conditions set by the Trustees of the CARRIER-ILA CONTAINER ROYALTY FUND:

NOW, THEREFORE, in consideration of the promises and of the nutual agreements of the Parties, it is hereby agreed that this agreement and Declaration of Trust shall read as follows:

ARTICLE I

The Fund

There is hereby established the CARRIER-ILA CONTAINER ROYAL-V
FUND (hereinafter referred to as "CRF" or "Fund"). This Agreeme
and Declaration of Trust creating such Fund is the result
collective bargaining engaged in by the Parties pursuant to the
requirements of the Labor-Management Relations Act of 1947, as
amended.

ARTICLE II

Definitions

- 1. "Employers" shall mean any Employer, including the Management Fort Associations, that is a signatory to the CCC-ILL Master Agreement.
- "Carrier" means a steamship carrier which is signatory to any agreement requiring it to pay the CRF tonnage assessment.
- 3. "CCC member" means a member of CCC which has authorized CCC to represent it in collective bargaining.
 - 4. "Master Agreement" means the Collective Bargaining Agreement entered into on October 30, 1990, between, inter alia, CCC and the ILA and any extensions or modifications thereof. The terms Master Agreement (a/k/a Master Contract) and Collective

Sargaining Agreement may be used synonymously and/or interchangeably herein.

- 5. "Contract Year" means October 1st of each year, during the term of the Collective Bargaining Agreement, to September 30th of the subsequent year, except for the period December 1, 1990 through September 30, 1991.
 - 6. "Deep-sea ILA Labor" means ILA employees who are covered under the CCC-ILA Master Collective Bargaining Agreement.
 - 7. "Plan" means the CRF Plan described herein.
 - 3. "Fund" means the Trust Fund for Which provision is made herein.
 - 9. "Trustees" means the Trustees described in Article IV.
 - 10. "Board" means the Board of Trustees as provided in Article IV.
 - 11. "Member of the Board" means a member of the Board of Trustees as provided in Article IV.

ARTICLE III

Purposes, Contributions and Distributions

1. Purposes of the Fund

It is agreed that the Fund is and shall constitute an irrevocable Trust pursuant to Section 302(c) of the Labor-Management Relations Act of 1947, as amended, for the following purposes:

To provide fringe benefits, except for pension, retirement or supplemental cash benefits, on terms and conditions established by the Trustees herein.

Contributions

- (a) Each Carrier (both private and governmental) shall be responsible for the payment of any assessments provided for in this Trust Agreement. The ILA need not supply labor to work the vessels or cargo of any carrier which has failed to comply with the provisions of this Trust Agreement.
- (b) Each Carrier shall be responsible for a container royalty assessment per long ton of containerized cargo not stuffed and/or stripped by ILA labor as follows:

Effective December 1, 1990, the Carrier-ILA Container Royalty Fund is created to cover the Master Contract Region from Maine to All carriers signacory to this Texas. Agreement, shall be required to pay to such Fund, effective December 1, 1990, the sum of up to 5.30 per weight ton. Effective October 1, 1991, the carriers shall contribute an additional S.10 per weight ton to said Fund. Effective October 1, 1992, the carriers shall contribute an additional 5.10 per weight ton and effective October 1, 1993, the carriers shall contribute an additional 5.25 per weight ton for a total of \$.75 per weight ton. All of these monies shall be used exclusively for fringe benefits, except for pension, retirement or supplemental cash benefits.

(c) The Trustees shall develop procedures and forms for the reporting and payment of container royalties from the carriers. In the event that container royalties become due from a carrier who is not a signatory to the CCC-ILA Master Agreement, then the stevedore handling such carrier's vessels in a given port shall collect the

container royalties due and promptly remit such amounts to the Trustees. The repeated failure to collect such royalties from non-signatory carriers may disqualify a port and the ILA employees therein from receiving a share of the royalties to be distributed, as the Trustees in their sole discretion shall determine and as hereinafter provided.

Administration

The Trustees shall hold the amounts of container royalties collected pending distribution as fringe benefits, except for pension, retirement or supplemental cash benefits.

4. Dispute Resolution Machinery

Any and all disputes regarding this Trust Agreement, including but not limited to the collection, administration and distribution of container and LASH royalties, shall be submitted to the Board of Trustees in accordance with Article V. The decision of the Trustees shall be final and binding and shall have the same force and effect as an arbitration award. Only matters resulting in a deadlock of the Trustees shall be referred to arbitration, as provided in Article V hereof.

ARTICLE IV

Trustees

Appointment of Trustees

The CRF Fund shall be administered by a Board of Trustees composed of five (5) representatives appointed by the CCC and five (5) representatives appointed by the Union.

CCC hereby appoints Messrs. Edward J. Kelly, Robert E. Martin, James P. Melia, David J. Tolan and Anthony J. Tozzoli as the representatives of the CCC.

The Union hereby appoints Messrs. John Bowers, Albert Cernadas, Clyde Fitzgerald, Benny Holland, Jr. and Anthony Pimpinella as the representatives of the Union.

2. Chairmen

Messrs. Tolan and Bowers shall act as Co-Chairmen of the Board of Trustees and shall alternate periodically in serving as Chairman of the full Board of Trustees.

Withdrawal of Trustees

CCC may terminate the designation of any Trustee designated by it by mailing or delivering to said Trustee, to each of the remaining Trustees and to the Union, a true copy of a resolution by CCC terminating said designation. The Union may terminate the designation of any Trustee designated by it by mailing or delivering to said Trustee, to each of the remaining Trustees and to CCC, a true copy of a resolution adopted by the Union terminating said designation.

Any Trustee may resign by instrument in writing executed for that purpose and mailed or delivered to each of the remaining Trustees, CCC, and the Union.

In the event of the resignation, death, incapacity or unwillingness to serve of any of the Trustees, CCC or the Union. whichever is applicable, shall appoint the successor of any Trustee appointed by it.

Any successor Trustee, named and appointed as hereinabove provided, shall, upon his signature to this Agreement and Declaration of Trust, without further act, become vested with all the estate, rights, powers, discretion and duties of his predecessor Trustee with like effect as if originally named as a Trustee herein.

Any retiring Trustee shall forthwith turn over to the remaining Trustees at the office of the Fund any and all records, books, documents, montes and other property in his possession owned by the Trustees or incident to the fulfillment of this Trust Agreement and the administration of the Trust Fund.

The powers of the Trustees to act, as above provided, shall not be impaired or limited in any way, pending the appointment of a successor Trustee to fill any vacancy resulting from the withdrawal of any Trustee for any of the reasons herein provided.

4. Term

The term of the Trustees shall be for the duration of this Trust Agreement and as long thereafter as the proper consummation and administration of the Trust shall require.

5. Compensation

No Trustee shall receive any compensation for his services rendered hereunder except that, upon the presentation of a voucher in a form satisfactory to the Board, the Trustees shall be reimbursed for all reasonable and necessary expenses incurred in the performance of their official duties.

Action by and Meetings of Trustees

shall be required to be present at any meeting of the Board of Trustees at least three (3) CCC Trustees and three (3) Union Trustees. At all meetings, the CCC Trustees shall have a total of five (5) votes and the Union Trustees shall have a total of five (5) votes, the votes of any absent Trustee being divided equally between the Trustees present appointed by the same party.

The exercise of any right or power granted to the Trustees under this instrument shall be only by the approval of a majority of the votes cast at a meeting of the Trustees duly called by written notice transmitted by facsimile at least three (3) days before the date of the meeting; except that notice of any meeting of the Trustees may be walved in writing, signed by all of the Trustees. Any meeting may be called by either Chairman or by any three (3) Trustees.

Any instrument in writing so authorized may be signed by the two Co-Chairmen or by any six (6) of the Trustees. Any instrument so executed and all action taken in accordance with this provision shall have the same force and effect as if taken by all the Trustees. All parties dealing with the Trustees may rely on any instrument so executed and on any action so taken as having been duly authorized.

ARTICLE V

Resolution of Disputes

1. Grievance Machinery

Any grievance, dispute, complaint or claim arising out of or relating to the container royalty provisions of this Trust Agreement shall be submitted to the Board of Trustees, who shall have absolute discretion to administer and interpret this Trust Agreement and whose decision shall be final and binding and shall have the same force and effect as an arbitration award. Only matters resulting in a deadlock shall be referred to arbitration.

i. Arbitration

In the event a deadlock shall arise over the administration of the Fund, or on any question before the Trustees, the dispute shall be settled by arbitration. The parties shall agree on an arbitrator to hear and determine such disputes. In the event that they are unable to agree upon such selection within five (5) days of the date on which the dispute is deadlocked, the arbitrator shall be designated under the Impartial Umpire Rules for Arbitration of Impasses Between Trustees of Joint Employee Benefit Trust Funds administered by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties and on any employer, carrier, individual, beneficiary, participant, ILA Local and Management Port Association covered by the CCC-ILA Master Collective Bargaining Agreement and/or claiming any benefits or rights under this Fund.

1. Agreement To Abide By Any Decision Rendered

All entities signatory to the Master Contract or covered by its terms hereby agree to abide by any decision made in accordance herewith.

ARTICLE VI

Powers and Duties of the Trustees

The Trustees shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out the purposes of the CRF. The determination of the Trustees as to any questions involving the general administration and interpretation of the CRF shall be final, conclusive and binding. Without limiting the generality of the foregoing, the Trustees shall have the following powers:

- and to take such steps, including arbitration as herein set forth, the institution and prosecution of, or the intervention in any proceeding at law, in equity or in bankruptcy as may be necessary or desirable to accomplish the collection of such monies.
- the event of a bona fide dispute as to the amount due and owing from any Carrier to the Fund and/or in the event of a delinquency in the payment of assessments by any Carrier. At such hearing the Carrier may appear in person and has the right to be represented by counsel of its own choosing. The decision of the Trustees shall be a final and binding arbitration award and subject to confirmation in any court of competent jurisdiction and may include, in addition

to unpaid assessments, interest at the rate of 11% per month and expenses of collection, including, but not limited to, attorneys' and auditors' fees.

- (ii) In the event a disagreement or deadlock shall arise under this Section; the provisions of Article V as to the selection of an arbitrator shall apply.
- J. to employ such agents, legal counsel, auditors, investigators, and clerical and administrative personnel as may, in their discretion, be proper or necessary for the sound and efficient administration of the Trust. The Trustees may also, in their discretion, enter into a working agreement with any company providing for the performance of administrative and clerical duties in connection with the operation of the Fund.
 - 4. to buy, sell and own title to personal property.
- 5. to borrow monies from any bank or trust company and to make the necessary arrangements for repayment of such monies from future assessments collectible pursuant to the provisions of the Master Agreement.
 - 6. to make rules and regulations not inconsistent with the terms hereof, or the Master Agreement, necessary to carry out the provisions of this Trust Agreement.
 - 7. to require any person to furnish such information as they may request for the purpose of the proper administration of the royalty provisions of the Master Contract and this Trust Agreement as a condition to receiving any benefits from the Trust.

- 3. to disqualify any ILA port, the deep-sea ILA local port plans and/or the ILA employees therein from receiving container royalty benefits in the event there is a repeated failure to collect the container and LASH royalty assessments from carriers not signatory to the Master Agreement in such port.
- 9. to interpret or construe the container royalty provisions of this Trust Agreement and to resolve ambiguities, inconsistencies and omissions, which findings shall be binding, final and conclusive.
- 10. to allocate any such powers and duties to or among individual members of the Trustees.
- any duty or power which would otherwise be a fiduciary responsibility of the Trustees under the terms of the plan.
- 12. to pay the expenses of this Trust and all reasonable and necessary expenses of collecting monies due the Fund, of administering the affairs of this Trust, including the employment of assistants, agents, investigators, auditors and counsel, of the leasing of premises and the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.
- of the Trustees and all other persons authorized to handle, deal with, or draw upon the monies in the Fund for any purpose whatsoever:

- (a) fidelity bonds to be secured from such companies and in such amounts as the Trustees shall determine;
- (b) errors and omissions insurance coverage; and
- (c) fiduciary liability insurance coverage.

Neither CCC nor the Union shall be liable in any respect for any of the obligations of the Trustees because such Trustees are officers of, or in any way associated with, any employer, CCC, or the Union, it being understood that each of the Trustees designated as such by either CCC or the Union does not act as agent of any person, firm, corporation or organization.

ARTICLE VII

Amendment of Trust Agreement

Only the Parties, not the Trustees, shall have the power to amend this Trust Agreement at any time or from time to time.

ARTICLE VIII

The Monies Received by the Trustees

1. Declaration of Trust

The Trustees hereinabove named and their successors declars
that they will receive and hold the payments herein provided for
and any other money or property which may be entrusted to them, as
Trustees hereunder, with the powers and duties and for the use,
purposes and trusts herein named and for none other.

3. Purposes of Monies Paid

All the monies paid into said Fund shall be held exclusively for the purpose of providing fringe benefits, except for pension, retirement or supplemental cash benefits, as set forth in the Master Agreement, together with the costs of administration. It is the intention of the Parties hereto that no benefits or monies of this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void.

3. No Interest In Fund

Under no circumstances and in no event shall any Employer (including a management port association), Carrier, ILA local port plan, ILA local union, ILA employee, participant, individual or other beneficiary have any right, interest or title to the Fund or any part thereof. The monies paid or to be paid into said Fund shall not be liable for or subject to the debts, contracts, or liabilities of CCC, the Employers, employees, participants, beneficiaries or the Union and/or its affiliated Locals.

4. Liability of the Carriers

Neither the Carriers, nor CCC nor the ILA shall have any liability for the debts' and obligations of the Fund. The liability of the Carriers is expressly limited to the amount of container royalty assessments that may become payable pursuant to the CCC-ILA Master Contract and any amendments thereto.

ARTICLE IX

Miscellaneous

1. Checks

Checks to the Fund shall be made payable to the "Carrier-ILA Container Royalty Fund."

2. Offices

The office of the Trustees shall be at 17 Battery Place, New York, New York 10004 and at any other offices fixed by the Trustees.

3. Audits and Report

An annual audit of the Fund shall be made by independent certified public accountants to be designated by the Trustees. A statement of the results of said annual audit shall be made available for inspection by interested persons at the principal office of the Fund and at such other places as may be designated by the Trustees. More frequent audits may be made at the discretion of the Trustees. The Trustees agree to furnish to the CCC and the Union, from time to time at regular intervals, reports representing the status of the Fund, the application of the monies received by it and other pertinent information regarding the operation of the Fund, but the Trustees shall not be required to furnish such reports more often than annually.

4. Situs of Trust

This Trust is accepted by the Trustees in the State of New York and all questions pertaining to its validity, construction and

administration shall be determined in accordance with the laws of that State.

5. Governmental Approvals

This Agreement and Declaration of Trust is subject to the approval of the Internal Revenue Service and any other governmental agency having jurisdiction hereof.

ARTICLE X

Term of Trust and Termination

This Agreement and the Trust created hereby shall continue until September 30, 1994. The Trustees, however, shall continue thereafter to perform and carry out the provisions of the Trust, to receive such contributions as may be made to them, and to administer the Fund until the disbursement of all monies shall have been completed and all obligations under container royalty and LASH royalty provisions of the CCC-ILA Master Agreement and under the Trust shall have been fulfilled.

Upon the termination or liquidation of the Trust and the fulfillment of the purposes specified in Article III of this Trust Agreement, the Trustees shall turn over any surplus monies in the Fund, any real or personal property belonging to the Trust, and such other assets remaining in said Trust as may be determined by the Parties hereto.

ARTICLE XI

Counterparts

This Agreement and Declaration of Trust may be executed in a number of counterparts each of which shall have the force of an original.

IN WITNESS WHEREOF, the undersigned have put their hands and seals on the date above written.

Edward J. Kelly

Edward J. Kelly

Robert E. Martin

David J. Tolan

Cuttury Tozzoli

Anthony J. Tozzoli

CARRIERS CONTAINER COUNCIL, INC.

By: David J. Tolan, Chairman

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ILA TRUSTEES

John Bowers

Chief Total

Benny Holland Jr

Anthony Pimpinella

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

John Bowers, President

INDUSTRY APPELLATE COMMITTEE

2 World Trade Center - 20th Floor New York, New York 10048 (212) 323-6759

March 28, 1995

NOTICE

TO:

ALL INTERESTED PARTIES

RE:

EXEMPTION FROM CONTAINER ROYALTY OF FOREIGN-SEA-TO-FOREIGN-SEA CONTAINERS

Rule 10 of the Rules on Containers, which are incorporated into the Master Contract, states in part as follows:

"...Containers originating at a foreign port which are transshipped at a United States port for ultimate destination to another foreign port ('foreign-sea-toforeign-sea') are exempt from the payment of container royalties..."

A question has arisen as to whether or not this Rule applied to containers going to and from foreign ports in the Caribbean. By unanimous action of the Industry Appellats Committee, the ILA and management agreed that such Rule applies to all foreign ports in the Caribbean as well as cargo and containers transshipped to and from all other foreign ports. The Resolution passed by the Industry Appellate Committee at its meeting of October 19, 1994, the Minutes of which were approved at its meeting of February 22, 1995, reads as follows:

"Upon motion duly made, seconded and unanimously carried, it was

RESOLVED:

That under Rule 10 the carriers are obligated to pay container royalties on

(1) Cargo in containers transshipped to or from Puerto Rico, Bermuda and U. S. Virgin Islands; and (2) Cargo in containers transshipped to or from Canadian and Mexican ports, and it was further

RES LVED:

That except for (1) and (2) above, transshipped cargo to and from all other Caribbean and foreign ports are not subject to Container Royalty; and it was further

RESOLVED:

That a study should be made of transshipped cargo moving to and from Canadian and Mexican ports to determine the probability of attracting cargo to major ILA ports.

The study referred to in the last paragraph as to Canadian and Mexican ports is now in progress.

Mary Ann Geosits Executive Secretary

CONTAINERIZATION AGREEMENT

1. The Agreements of "Management" shall set forth the work jurisdiction of employees covered by the said Agreements in the following terms:

Management and the Carriers recognize the existing work jurisdiction of ILA employees covered by their agreements with the ILA over all container work which historically has been performed by longshoremen and all other ILA crafts at container waterfront facilities. Carriers, direct employers and their agents covered by such agreements agree to employ employees covered by their agreements to perform such work which includes, but which is not limited to:

- the loading and discharging of containers on and off ships
- (b) the receipt of cargo
- (c) the delivery of cargo
- (d) the loading and discharging of cargo into and out of containers
- (e) the maintenance and repair of containers.
- (f) the inspection of containers at waterfront facilities (TIR men).

As pertains to (e) above, the Carriers Container Council is and shall remain party to the Charleston Container Maintenance and Repair Contract, effective October 1, 1980 on behalf of all of its members and agrees that an identical contract binds its members as to container maintenance and repair in each South Atlantic port. It is further agreed that the Carriers shall only use vendors

who have subscribed to such agreements. Fringe benefit coverage shall be under the South Atlantic Funds including GAI, Vacation, Holiday, Container Royalty and local deepsea Welfare and Pension Funds. It is further agreed that each Carrier shall subscribe to the foregoing.

- Management, the Carriers, the direct employers and their agents shall not contract out
 any work covered by this agreement. Any violations of this provision shall be considered a breach
 of this agreement.
- 3. Management and the Carriers agree that the payment of container royalties, as [hereinafter] provided in their agreements, is of the essence to this agreement and, if for any reason during the term of this agreement such payments cannot be made in their present form, then Management and the Carriers shall provide, by some other form of assessment, for the payment of equivalent amounts to be used for the same purposes as said container royalties are presently used.

(NOTE: Sections 4, 5, 6, and 7 have been deleted.)

8. Termination of Agreement: If any article, section, paragraph, clause or phrase of this Agreement shall, by any state, Federal or other law, or by any decision of any Court or Administrative Agency, be declared or held illegal, void or unenforceable, or be enjoined in any port where the Rules on Containers, hereinafter, are in effect the entire Agreement shall terminate upon sixty (60) days written notice to the other party hereto, in such event, the parties agree to enter into negotiations and either party shall have the right to renegotiate any and all terms of the Master Agreement. If no agreement is reached within the sixty (60) days notice period, the ILA shall have the right to strike and Management shall have the right to refuse to hire employees under this Agreement. The negotiations referred to above shall, under no condition, be subject to grievance or arbitration under this agreement or under any Local Agreement.

9. Violations of Agreement: This Agreement defines the work jurisdiction of employees and prohibits the subcontracting out of any of the work covered hereby. It is understood that the provisions of this Agreement are to be rigidly enforced in order to protect against the further reduction of the work force. Management believes that there may have been violation of work jurisdiction, of subcontracting clauses, and of this Agreement, by steamship carriers and direct employers. The parties agree that the enforcement of these provisions is especially important and that any violation of such other provisions is of the essence of the Agreement. The Union shall have the right to insist that any such violations be remedied by money damages to compensate employees who have lost their work. Because of the difficulty of proving specific damages in such cases, it is agreed that, in place of any other damages, liquidated damages of \$1,000.00 for each violation shall be paid to the appropriate Welfare and Pension Funds. Liquidated damages shall be imposed by the Emergency Hearing Panel described below.

(NOTE: Sections 10 and 10(a) have been deleted.)