



June 14, 2000 (Final)

201045-003

USMX-CCC-ILA AGREEMENT TO EXTEND THE MASTER CONTRACT TO SEPTEMBER 30, 2004

The United States Maritime Alliance Ltd. (USMX) and the Carriers Container Council, Inc. (CCC) together with the International Longshoremen's Association, AFL-CIO, on behalf of its districts and locals, agree to the following three (3) year extension to the Master Contract:

1) Extension — An extension from October 1, 2001 to September 30, 2004, for the Master Contract, as well as all Local Agreements pertaining only to containerization and ro-ro.

2) Wage Increases — In addition to the \$1 per hour due under the current Master Contract on October 1, 2000 to \$25 per hour for employees making \$24 per hour, a total of \$2.00 per hour shall be given during the extended period as follows:

(1) \$1.00 per hour on October 1, 2001 to \$26 per hour;

- (2) \$1.00 per hour on October 1, 2002 to \$27.00 per hour;
- (3) An employee who is receiving less than \$24 per hour on September 30, 2001, will be given the above increases on the above dates, which will be added to their current rate;
- (4) New employees entering the industry on or after October 1, 2001, will have an entry rate of \$15 per hour. Such employees shall receive the increase of \$1 an hour effective October 1, 2002, if they are employed prior to that date.

3) MILA Benefit Increase — In addition to the present contributions made to MILA, the extended contract shall provide for the following increases to the port plans which will be paid to MILA:

- (5) the \$4.00 MILA man hour contribution shall be increased by \$.50 per man hour to \$4.50 per hour, effective October 1, 2001 and by an additional \$.50 per man hour on October 1, 2002; and



- (6) the above money is dedicated to continuing a defined contribution welfare plan. The Trustees of the MILA Plan shall make such adjustments in the Plan as may be necessary to provide benefits within the contributions available.

4) 700 Hour Plan — MILA will develop and provide a "700 Hour Plan" for eligible employees (and their dependents) who are unable to qualify under the 1,000 hour eligibility rule through no fault of their own, (under such conditions as may be established by the parties to the Master Contract) but who have worked at least 700 hours in the prior contract year. Such plan shall provide the benefits which are 70% of those provided in the MILA National Health Plan. This plan shall be effective January 1, 2001.

5) Future Local Welfare Protection - A further contribution of \$.50 per hour (or its container royalty assessment equivalent) will be made to the Carrier-ILA Container Royalty Fund ("CRF"), effective October 1, 2002. This amount shall be used for the support of MILA benefits and to help support local port welfare benefits under the following terms and conditions:



- (a) Any applicant port must show that it has no fringe benefit funds of any kind or that it will totally expend any such funds it has before using any CRF monies.
- (b) Any such port must show that it has not increased any employee benefits (except for wages, pensions, Container Royalty and MILA benefits) since September 30, 1996.

6) Container CAP —Management's share of the Container Royalty Cap Refunds shall be reduced from 75% to 60%, effective October 1, 2002, and the ILA's share shall be reduced from 25% to 20%. The 40% of the CAP not allocated to the carriers shall be used as follows:

- (1) 20% to be designated for supplemental cash benefits as determined by the ILA;
- (2) 20% to be paid to the CRF Fund for the purposes set forth in Paragraph 5 of this agreement and for such employee benefit purposes as the Trustees may determine.



- 7) **Productivity** — All of the provisions of the Master Agreement relating to improved productivity shall be implemented at the earliest possible time, but not later than October 1, 2001.
- 8) **Full Settlement** — The above would be in full and complete settlement of all existing Master Contract terms and conditions pertaining to containerization and ro-ro. Each and every other term and condition of the Master Contract shall continue as presently written, except as modified above.

Executed this 14th day of June 2000 by

UNITED STATES MARITIME ALLIANCE, LTD.

CARRIERS CONTAINER COUNCIL, INC

By 
David J. Tolan, Chairman

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

By 
John Bowers, President