

November 8, 2004

2004-2010 Memorandum of Agreement

The Philadelphia Marine Trade Association on behalf of its Employer Members and International Longshoremen's Association Locals 1291, 1566, 1242, 1242-1, 1694, 1883 and 1884 respectively, submit the following Agreement for ratification.

The PMTA and each Local are party to a Local Collective Bargaining Agreement, referred to as the PMTA-ILA Memorandum of Agreement dated October 27, 2001. The document dated October 27, 2001 expires by its term on Midnight, September 30, 2004.

The parties hereby modify the Memorandum of Agreement dated October 27, 2001 as follows: I. **Provisions Applicable to All Locals**

A. The PMTA and ILA agree to establish a Committee of three (3) representatives from each side to create and preserve opportunities to obtain additional cargoes for PMTA Employers and ILA Members.

B. Because of the interlocking nature of the financial obligations contained in this proposal, this proposal by the PMTA is contingent upon ratification by each ILA Local (Locals 1242; 1242-1; 1291; 1566; 1694; 1883 and 1884) unless waived in writing by the PMTA.

C. **Wages and Fringes**

1. **New Employees** - Defined as any employee not in the Basic Unit or Secondary Workforce including those who lose such status.

Effective 10/1/2004 - \$15.00 per hour

Effective 10/1/2005 - \$16.00 per hour

Effective 10/1/2008 - \$17.00 per hour

2. **Journeyman Wages** - All employees who complete the Journeyman provisions effective 9/30/2004 will receive the premium rate of pay commencing 10/1/2004.

3. **Basic Unit and Secondary Workforce**

Effective 10/1/2005 - \$1.00 per hour wage increase.

Effective 10/1/2007 - \$1.00 per hour wage increase.

Fringe Benefits

	Year 1	Year 2	Year 3	Year 4	<u>Year 5</u>	Year 6
Master Contract	\$12.00	\$12.00	\$12.50	\$12.50		
	\$13.00	\$13.00				
Dole & Chiquita						
	\$12.50	\$12.50	\$13.00	\$13.00		
Breakbulk	\$13.50	\$13.50				
	\$10.00	\$10.00	\$10.75	\$10.75		
	\$11.75	\$11.75				
Terminal	\$ 8.20	\$ 8.20	\$ 8.95	\$ 8.95	\$	
	9.95	\$ 9.95				

a). Frozen Defined Benefit**Increase Retirement Window****Increase**

Anyone who takes a Pension between October 1, 2004 and March 31, 2005 will be entitled to a maximum increase of \$700.00 per month for participants who have 25 pension credits, 30 pension credits or 33 pension credits (\$2,000.00 per month maximum). This increase will be effective January 2, 2005 for all participants who retire within the above window.

Regular Pension Increase

A \$300.00 per month increase from \$1,300.00 maximum to \$1,600.00 maximum per month for participants who have 25 pension credits, 30 pension credits or 33 pension credits. This increase will be effective for all participants who retire on or after January 2, 2008.

A \$400.00 per month increase from \$1,600.00 maximum to \$2,000.00 maximum per month for participants who have 25 pension credits, 30 pension credits or 33 pension credits. This increase will be effective for all participants who retire on or after January 2, 2011.

To help attain these goals, monies paid into the Local Port Escrow Fund under the Master Contract Container Royalty CAP shall be allocated to the Defined Benefit Plan to be reviewed on an Annual basis.

With respect to any Master Contract Royalty applicable to the Ports of Philadelphia and Wilmington that is refunded to the Carriers, the PMTA and ILA shall jointly seek approval of such Carriers to contribute set amounts to the PMTA which in turn shall contribute set amounts to the PMTA-ILA Defined Benefit Plan. The Carriers themselves shall not be contributors to the Fund.

With respect to contributions from Employers to the PMTA-ILA Vacation Fund and the Local Welfare Fund and the Defined Pension Plan, the PMTA will notify the Employers, Locals and Fund Office 30 days prior to

changing the allocation of the contributions to the respective Funds as agreed to by ILA Fringe Benefit Coordinator, Bill Hatty; Lou Carberry and PMTA President and Vice President. In the event they deadlock, there will be an expedited arbitration with a decision to be rendered within 10 days. Before filling a vacancy, the ILA and the PMTA will agree as to who the ILA replacement(s) should be.

The PMTA and its Employer Members shall guarantee that the benefit levels in existence as of 10/1/04 (including any benefit increase specified in the PMTA-ILA Local Collective Agreement) for the PMTA-ILA Vacation and the Local Welfare Fund shall be funded for all benefits paid through 9/30/2010. This shall mean that should the Fund Administrator and Accountant advise PMTA that the respective Fund does not have sufficient money on hand to pay incurred benefit and administrative costs for that year, the PMTA shall contribute the amount necessary to meet those obligations.

b). **Defined Contribution (Annuity)**

10/1/2004 - Basic Unit \$0.25 increase (\$2.50 to \$2.75) 10/1/2006
- Basic Unit \$0.75 increase (\$2.75 to \$3.50) 10/1/2008 - Basic
Unit \$0.50 increase (\$3.50 to \$4.00) 10/1/2006 - Secondary
Workforce \$0.50 increase (\$1.10 to \$1.60)

c). **Welfare**

Premium Plan

MILA Coverage Master Contract Eligibility 1300 Hours

@\$5.00/hr.

MILA Coverage Breakbulk Ship Eligibility 1300 Hours @ \$4.35/hr.*
Terminal Hours

Breakbulk Ship/Terminal Hours - 0.8696 MC Hours

* For Basic Unit and Secondary Workforce employees (who attain such status prior to October 1, 2004, including those who meet the requirement from 10/1/03 to 9/30/04), who work between 1300 and 1495 Breakbulk Ship/Terminal hours, the PMTA-ILA Vacation Fund shall contribute to MILA as vacation hours, the hours necessary to reach MILA eligibility. This Fund is guaranteed by the PMTA.

Local Welfare Coverage Eligibility 1300 Hours - A combination of
Master

Contract, B/B Vessel and/or Terminal Hours
only available for basic and secondary
workforce.

Dental Coverage Increase from \$750.00

1/1/05 to \$800.00
1/1/06 to \$850.00
1/1/07 to \$900.00
1/1/08 to \$950.00
1/1/09 to \$1,000.00

Life Insurance Increases from \$20,000 to \$25,000 effective October 1, 2004. d).

Vacation - Eligibility for Basic Unit Only

Eligibility raised from 700 hours to 1000 hours worked. Payout as follows:

First 700 hours worked - \$3.00 per hour
701 to 1,300 hours worked - \$2.75 per hour
1,301 hours worked + - \$2.50 per hour

Payout to be the last Friday in June and the first Friday in December. The June payout will be based on all hours worked through May 15th.

Eligible employees who do not attain 1,000 hours by May 15th but reach 1,000 hours through June 30th, such employee will receive their initial vacation payment the first Friday in August, not to exceed payment for 1,000 work hours.

e). **Vacation - Eligibility for Secondary Workforce Only**

Beginning the October 1, upon attaining Secondary Workforce Status, a Secondary Workforce employee will receive \$1.00 per hour Vacation Benefit for each hour worked from October 1 to September 30. Eligibility for Vacation Payout will be 1,300 work hours. The payout will be as stated above for Basic Unit Employees. (1,000 work hours for persons in the Secondary Workforce prior to 10/1/2004)

D. Container Fund

Any individual not presently eligible for the Container Royalty payout, who has met the Journeyman requirement as of 10/1/2004 and who accumulates 1,000 hours in each of the succeeding three years shall receive a Container Royalty payout in 2008 and every year thereafter so long as then current eligibility requirements for Container Fund are met.

E. Evergreen Clause for Unitized Perishable Cargo

The parties agree that the Evergreen Clause dated October 27, 2001 shall be carried forward with the dates changing where applicable.

F. Basic Unit

Persons in the Basic Unit for Contract Year 2001-2004 shall be continued in the Basic Unit for 2004-2005 provided they made sufficient hours for 2003-2004- as specified in the 2001-2004 Contract. To retain such status beyond 2004-2005, a Basic Unit Employee must work five hundred (500) work hours or have been credited with a combination of 750 Workers' Compensation, Welfare or work hours in the preceding year.

G. New Employees - Including Appendix on New Employees

Effective 10/1/04, any individual who is not in the Basic Unit nor in the Secondary Workforce, including those who did not retain such status pursuant to the terms of the 2001-2004 Agreement, shall be classified as a New Employee.

Effective 10/1/04, a New Employee shall become eligible for admission to the Secondary Workforce upon completing two (2) consecutive contract years attaining 1300 hours of work each year. (Current practice of reviewing Compensation hours will continue). Only work hours shall be counted. Individuals admitted must meet all conditions of entry for Secondary Workforce.

The October 1st of the Contract Year in which the New Employee becomes admitted to the Secondary Workforce, said employee shall receive a \$ 1.00 per hour increase and the applicable increases outlined above for Basic Unit and Secondary Workforce thereafter and shall receive the applicable per hour Annuity Contribution. These Secondary Workforce Cards will be issued once a year only at the conclusion of a Contract Year and as soon as all hours have been recorded.

A member of the Secondary Workforce who works 1300 work hours in three (3) consecutive contract years shall, the October 1 following the third such consecutive year, become eligible for entry into the Basic Unit. Only work hours will be considered. The October 1 on which the employee is admitted into the Basic Unit the employee shall then become eligible for all applicable Vacation, Annuity Benefits and Premium Pay and the following January 1 for all Local Welfare Fund Benefits. These Basic Unit Cards will be issued once a year only at the conclusion of a Contract Year and as soon as all hours have been recorded.

Any person who became a member of the Basic Unit and/or Secondary Workforce who fails to work 500 work hours in two consecutive Contract Years or who has not been credited with a combination of 750 Worker's Compensation, Welfare or work hours for two consecutive years shall be dropped to New Employee Status. Employees may regain their prior status if they work 500 hours or a credited combination of 750 work hours, comp or welfare hours in either of the two years following their reclassification as a New Employee. Thereafter, if the employee has not re-achieved their prior status, he is a New Employee for all purposes including rate of pay and benefits. Thereafter, in order to regain Secondary Workforce and/or Basic Unit Status such employee must complete the steps as outlined above for New Employees, including the Physical examination prior to re-entering the workforce.

When an employee moves to a higher rated classification (Secondary Workforce or Basic Unit), the employee must fulfill all administrative requirements by October 15th (obtain his card; complete the physical) otherwise the employee will not receive the higher rate of pay/benefits until those requirements are fulfilled.

H. Physicals for New Employees and Current Casuals

1. New Employees are required to pass a physical in order to be eligible to work in the Industry. Each Employer will forward to PMTA copies of W-4 Forms on a New Employee. PMTA will contact the individual to schedule the physical. The employee will not be permitted to work until he/she passes the physical. The employee shall pay the cost of the physical. An individual who refuses to take the physical will be banned from future employment from all PMTA employer members.
 2. For Casual Employees who have been working prior to 10/1/04, the PMTA will require that they schedule and pass a physical in order to continue to be eligible for continued employment. However, in light of the large number of casuals to be scheduled, this will be scheduled over the next 6 months by PMTA. The physical shall be the same physical used for Secondary Workforce admittees and will be paid by the employees at a cost not to exceed \$250.00. An individual who refuses to take the physical will be banned from future employment from all PMTA employer members.
 3. An employee who fails a physical for reasons other than for the use of alcohol and/or illegal drugs shall be permitted to submit to a second physical after 60 days and not more than one (1) year from failed physical. A second physical shall be paid by the employee.
- I. There will be an industry hardship catastrophe criteria, which will be reviewed on a port-wide basis and not an individual basis by the PMTA-ILA Contract Board to determine if the eligibility requirements need to be modified.
- J. Salaried Union Officials, for whom contribution are made, shall be entitled to a minimum credit of forty (40) hours per week during service in office. Any individual who serves in the capacity of an ILA Union Official or representative who returns to the basic work force shall resume the same job with the same seniority, including additional years of service as a Union Official or representative, that the individual held at the time he assumed the position of ILA Union Official or representative.
- K. The current identification card shall be the sole means of identification for hiring unless changed by the parties. The first card shall be issued without any cost to the man by January 1, 2005. A replacement card shall be issued upon the

completion of a certification of the loss of the original card and upon payment of a fee to cover the cost of the replacement card.

L. The Contract Board shall resolve all issues concerning Basic Unit eligibility of all Crafts except that represented by Local 1291, which shall maintain a separate Contract Board with the PMTA.

M. Journeyman Clause

The Journeyman Clause in the 2001-2004 Contract continues to be a 5 year plan as outlined above. Anyone who came in under the 2001-2004 contract is grandfathered in under the old Journeyman clause. Any Secondary Workforce or a New Basic Unit Employee as of September 30, 2004 earning less than \$16.00 per hour shall be raised to \$16.00 per hour, including those employees who make 1,000 hours in the 2003-2004 Contract Year and attain Secondary Workforce Status. If an employee does not apply for Secondary Workforce Status and take the required physical, there will be no claim for back pay. Upon completion of the Journeyman requirements employees will receive premium pay.

N. Employee/Management Conduct

The Attorney's for the ILA and the PMTA shall meet to develop policies and penalties, mutually agreeable to Counsel, for Sexual Harassment, Workplace Violence, Pilferage, Non Discrimination Clause, Damage and Modified Light duty for Worker's Compensation (with the understanding that the policy may not violate a Locals' Seniority rights) by March 31, 2005.

O. Employee Conduct/Employee Programs

1. Drug and Alcohol Program

The PMTA and ILA adopt, for the administration of the Drug and Alcohol Program, the rules and regulations in place between NYSA and the ILA in New York for administration of the Drug and Alcohol Program. This shall be effective March 31, 2005. The parties shall have an EAP in place by March 31, 2005 or shall use New York's EAP until such time as a separate EAP is established for Philadelphia/Wilmington.

2. Safety Equipment

An Employee shall be responsible for Safety Equipment (hard hat, vest, safety shoes, etc.) issued by the Employer. Refusal to wear Safety Equipment will result in termination for the day. Should an Employee lose the Safety Equipment, they shall be required to pay for its replacement. Employees will receive replacements from the Employer for worn or damaged equipment turned into the employer without charge.

3. Dockside Crane Operator Physicals

At the expense of the Employer and/or MILA, all Dockside Crane Operators will be subject to a physical examination once a year.

Walkmen, etc./Cell Phones

Walkmen, etc. are prohibited while engaged in the workplace except during meal hour or authorized by management. Cell phones are prohibited while operating and/or working on equipment and may not be used in a manner that will interfere with the performance of work or create a potential safety hazard.

5. Training

The Employers and the ILA both recognize the need for training of new personnel and existing personnel in those areas requiring special skills. Both parties agree to develop lists of personnel who are mutually deemed capable of being trained for the specific jobs at hand. Both parties agree to use the resources available through USMX and all government agencies to ensure that adequate training of new personnel and existing personnel is conducted.

P. Arbitration Fees

PMTA will continue to pay the cost of Arbitration Fees unless the Arbitrator rules that the grievance is frivolous, in which case the party filing the frivolous case will pay.

Q. Workmen's Compensation

Management and Labor recognize the harmful effects that fraudulent worker's compensation claims have on the industry. Aside from the millions of dollars paid every year for claims, additional harmful effects include, but are not limited to, increased insurance premiums, lack of funding for Union workers applied to wages, benefits, and equipment, and an overall lowering of worker morale.

R. 7:00 P.M. Starting Time for the Terminal

Eight (8) hour guarantee as per current DelMonte Agreement.

S. Effective 10/1/2004 November Election Day will be an Over Time Day. Effective 10/1/2008 Good Friday will be an Over Time Day.

T. Eliminate the 3:00 PM hire on Breakbulk Vessels.

II. Provisions Applicable to Local 1291

1. On a 5:00 P.M. or 6:00 P.M. hire, there shall be a six (6) hour guarantee at the prevailing rate of one and one quarter (1 1/4 %) the straight time rate, Monday through Friday for fresh gangs only (Saturdays, Sundays and Holidays @ one and one half (1 1/2) the straight time rate). Such gangs may work up to two (2) hours beyond the guarantee period only for the finish of a hatch or vessel. The seventh (7th) hour is paid at Double Time and the eighth (8th) hour is paid at one and one half (1 1/2) the

straight time rate. If employees work beyond those two (2) additional hours they will be paid at one and one half (1 1/2) the straight time rate from the initial start of the work period with the first meal hour being paid after the first four (4) hours and subsequent meal hour every fifth (5th) hour thereafter.

Other than the initial hire on the first day of the vessel, for hires other than 5:00 PM and 6:00 PM, all work performed after 5:00 PM shall be paid at time and one half (1-1/2) the straight time rate.

2. There is no 12:00 Midnight or 1:00 A.M. hire for structural steel vessels.
3. Work orders for Sunday, Sunday night and Monday must be placed on the tape by 11:00 A.M. the preceding day.
4. Shipside orders must be given at 3:00 P.M. The orders will be for what time that day the gang or gangs will work to and what time they are required to be back the next day. The next day work orders must be on the tape the day before.
5. Night work alerts must be on the tape by 4:00 P.M. the day before. Night work orders must be placed on the tape by 11:30 A.M. that day and the hire to remain at 12:15 P.M.
6. When a ship(s) is(are) working and there is a terminal operation assigned to the vessel(s) with six (6) or more persons hired, a working foreman shall be designated the terminal foreman whose responsibilities shall include the ship(s) and he shall perform only supervisory functions except in cases of emergency. Another working foreman may be hired by the Company as well.
7. Side Letter - The parties will adopt a side letter confirming Local 1291's M & R Jurisdiction and developing a process to resolve any disputes on same.
8. Lashing on all vessels is to be done at the pier by the ILA. This is for all lines and facilities (Packer Avenue Marine Terminal, DelMonte Fresh Fruit, Tioga Marine Terminal, South Jersey Port and Camden et al). Minimum manning will consist of current manning per gang. Lashers will be hired at the start of lashing operation (7:00 AM through 1:00 AM). Once lashers are hired they will remain until the lashing operation is completed or the completion of the vessel, whichever is sooner.

PMTA will send a letter to shipping lines concerning Local 1291 's jurisdiction over lashing.

9. Except where other Unions now have jurisdiction, the work of plugging and unplugging of reefer containers aboard vessels is ILA work and is not to be performed by other outside persons such as ships' crews.

Should a jurisdictional dispute arise between two (2) ILA Locals on this issue, the PMTA will not refuse to participate in Tri-partite mediation/arbitration filed by either Local.

10. A Breakbulk ship with a combination of containers and breakbulk will be handled with the manning of 15 + 1 foreman, which includes lashers. When handling more than ten (10) containers, the wages will be paid at the Master Contract Rate. In such a case, the gang (including gearman and mechanic assigned to that vessel) will be paid actual time worked on containers at the Master Contract Rate, but not less than two (2) hours. For this type of vessel the Journeymen rate of pay will not fall below the premium breakbulk rate. The guarantee will restart with a fresh gang. All other cargo worked will be at breakbulk rates. All fringe benefits and working conditions as per the Breakbulk Agreement.
11. If a gang is requested at 3:00 P.M. to work past 5:00 P.M. that day (i.e. the orders are to work to 9:00 P.M.), that gang must be paid until 9:00 P.M., except due to inclement weather or mechanical failures. If at 5:00 P.M. or after, the company changes the original orders and sends the gang home for any reason other than weather or mechanical failures, the company must pay the gang two (2) additional hours at the straight time rate of pay.
12. All additional gearmen and mechanic positions must be placed on the portwide tape the day before the hire.
13. The current practice of hiring crane mechanics at Tioga Marine Terminal will be continued. The rate of pay and fringe benefits contributions for said crane mechanics shall be at the Master Contract Rate.
14. Gangs will be filled-out to a minimum/maximum of seven (7). Gangs with more than seven (7) members shall not be reduced except by attrition.
15. At no time will Management, Supervisors or Ship Foremen be permitted to perform the work of ILA Local 1291.
16. Lykes Lines. With reference to Lykes Line and similar vessels, while working containers (minimum often (10) containers) with combination manning (15 + 1) all gang members will be paid Master Contract wages and fringes for the actual time worked on containers or two (2) hours whichever is greater. The guarantee will restart with a fresh gang. When working with the combination manning, the gangs will perform the unlashing/lashing of those containers. Unlashing of Breakbulk cargo will continue to be unlashed by the gangs, as per current practice. Lashers for loadback of Breakbulk cargo will be hired at the commencement of the loading operation, with a minimum of four (4) men per gang loading said cargo. In addition, one (1) lashing foreman will be assigned to the vessel when lashing gangs are hired. Additional lashers to be hired at the discretion of the Employer. The lashers may be released prior to the completion

of the vessel, if all Breakbulk cargo is lashed. (This shall serve to settle all pending LIGC/IAC Grievances pertaining to Lykes Line)

If containers are handled with container manning (12 + 1), Master Contract wages and fringes will be paid and lashers will be hired per container lashing agreement.

17. Same day rehire for non-arrival of vessel only, as long as there is a four (4) hour break from the end of the guarantee period to the new hire. The rehire will be at the prevailing rate of pay.
18. Any individual operating a fully automated dockside crane shall be paid premium wages and benefit contributions as per the Master Contract. Any Non-Master Contract operation or combination vessel operation requiring use of a crane for four (4) hours or less will require two (2) crane operators and they will be guaranteed four (4) hours at the prevailing rate and one (1) hour at 1 1/2 the straight time hourly rate.
19. PMTA and ILA Local 1291 agree to continue the current practice of assigning Top Pick Operators to the vessel as needed. PMTA and ILA Local 1291 agree to form a committee of 3 representatives (2 of whom will be Terminal Representatives) to meet quarterly or as needed to review any manning issues on the terminal under this section. Both sides will meet in good faith to seek to resolve any differences.

In a tandem or twin pick operation, the Employer and Terminal Foreman will look at the stow plan on a ship by ship basis to determine the number of top pick operators to be assigned to the vessel.

20. PMTA and Local 1291 shall create a Training Committee to identify areas of needed training and to develop a program to meet areas of shortage of trained, skilled operators. Priority training will be given to paper clamp operators and Crane Operators.

21. Local 1291 Manning

A. Palletized Perishables

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
6 Pallets	No change	No change	No change
4 Pallets	13 + 1	No change	No change
3 Pallets	13 + 1	No change	12 + 1
1 or 2 Pallets	12 + 1	No change	11 + 1

For Tioga Marine Terminal, as per current practice, when a gang is handling fruit with a thousand (1,000) units or more, an additional driver will be added to the wharf drivers.

B. Steel

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	10+1	No change	
Skidded Coils	No change	10 + 1	No
Steel Billets Coils (eye to side)	change	No change	
	<hr/>		
	handling two (2") or -fewer coils, iff which " ~Tase		
Wire Rod Slab	No change	No change	No
Steel Structural	change 11 + 1		No change
Steel Pre-Slung	* No change	No change	No
Steel Palletized	change 11 + 1		No change
Nails	No change	12 + 1	No
	change	No change	

* Review and change only by mutual agreement.

C. Other Commodities

	<u>Year 1</u>	<u>Year 3</u>
Pre-Slung Cocoa Beans	13 + 1 No	12+1 No
Loose Cocoa Beans	change 13	change
Supersacks Heavy Lifts	+ 1 11 + 1	12+1 No
Project Cargo Plywood	No change	change No
and Lumber Pre-slung	No change	change
Plywood and Lumber		Review
	11 + 1	
		No change

D. Paper

	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	11 + 1	No	
Lo-Lo Side	change No change	No	No change
Port Stern	change* 11 + 1	No change	No change
Ramp	No change	10 + 1	9 + 1**

* No change when the operation uses six (6) drivers. 7 + 1 when the operation uses five (5) or fewer drivers. However, the PMTA and ILA Local 1291 will review and any change from the foregoing is subject to mutual agreement.

** The PMTA and ILA Local 1291 will review and any change from 9+1 is subject to mutual agreement. Should the Stem Ramp Operation revert to double handling, minimum will not fall below '1

E. Breakbulk Barge Coils
Year 1

8+1

F. Scrap Barge Year 1
 (Heavy Lifts, Cargo)

5+1

November 1, 2004

Side Letter RE: 5:00 P.M/6:00
P.M. Starts

Where a gang is hired for a 5:00 P.M. or 6:00 P.M. start and is worked for the two (2) hours beyond the guarantee period, disputes have arisen over intent of this provision. This letter shall clarify the parties' intent.

It is the intent of the parties that employees hired in the 5:00 P.M. or 6:00 P.M. start time would not be held beyond the guarantee period except to finish a hatch or vessel. If so held for the two (2) hour period and the hatch or vessel is not completed, employees will thereafter not be sent home to avoid the time and one-half obligation except where failure to complete is caused by unforeseen circumstances, such as inclement weather, mechanical or equipment failure and transportation delays.

November 1,2004

MEMORANDUM AND APPENDIX TO THE 2004 - 2010 PMTA-ILA
COLLECTIVE BARGAINING AGREEMENT

The PMTA and all ILA Locals agree to the following language as an addition to the PMTA-ILA 2004-2010 Collective Bargaining Agreement pertaining to Physicals for Dockside Crane Operators:

PMTA and ILA Local 1291 agree that a committee of 4 representatives (two from each side) will establish requirements for the Dockside Crane Operator Physical by 12/31/2004 which requirements shall reflect the essential requirements of the job. Failure to do so by 12/31/2004 will result in submitting disputed issues to Arbitrator _____ who will hear the dispute by March 31, 2005.

The

arbitration will be scheduled contingently, upon ratification of the contract.

ILA Local 1291

ILA Local 1291

ILA Local 1291

ILA Local 1291

ILA Local 1291

ILA Local 1291

PMTA

October 27,2004

MEMORANDUM AND APPENDIX TO THE 2004 - 2010 PMTA-ILA
COLLECTIVE BARGAINING AGREEMENT

The PMTA and all ILA Locals agree to the following language as an addition to the PMTA-ILA 2004-2010 Collective Bargaining Agreement:

There shall be no strike, sympathy strike, picketing, stoppage of work, slowdown, walkouts/sit-downs, sick-out, job action, boycott or other illegal interference with operations or no lockout during the term of this agreement.

ILA Local 1291

ILA Local 1242-1

ILA Local 1566

ILA Local 1694

ILA Local 1242

ILA Local 1883

ILA Local 1884

PMTA

SIDE LETTER - M&R JURISDICTION

Except where another Union has established jurisdiction, M&R work, on and off the piers, as per the Master Contract shall be assigned to employees under the Local 1291 Contract. The PMTA and Local 1291 shall meet to discuss and resolve any disputes concerning M&R work in the Port of Philadelphia and may use mediation and/or the USMX/ILA Jurisdiction Committee to assist in resolving any continuing disputes.

SIDE LETTER - LASHING

TO: THE EXECUTIVE COMMITTEE OF ILA LOCAL 1291

The PMTA is notifying all Carriers that the ILA has jurisdiction over Lashing and Unlashing of cargo in the Ports of Philadelphia and South Jersey. The ILA in recent Negotiations has protested that some vessels are arriving and leaving with cargo unlashed. *We* request that the practice cease and that the ILA be permitted to fulfill its jurisdiction.

Side Letter - Miscellaneous

1. It is agreed that a compilation of all policies referenced in Paragraph N of the common issues will be distributed by ILA Local 1291 to the membership of ILA Local 1291 by April 30, 2005.
2. It is further agreed that the Contract Board between ILA Local 1291 and the PMTA will be available to consider all complaints regarding discrimination.
3. The parties will jointly seek a supplemental insurance program that will allow members to purchase insurance for non-work related injuries and illness (in addition to A & S provided by PMTA-ILA Welfare Fund). The Employers will allow for payroll deduction to pay for such insurance.



475 N. 5th Street, 2nd Floor
Philadelphia, PA 19123
Phone: (215) 426-2510 Fax: (215) 426-4553
Website: www.pmta.com Email: webmaster@pmta.com

November 9, 2004

Mr. Marty Mascuilli
ILA Local 1291
3460 N. Delaware Avenue, Suite 101
Philadelphia, PA 19134

Re: Journeyman

Dear Marty:

Please be advised that the PMTA Employer Members will pay the Journeyman wages retroactive to October 1, 2004 if the Contract is ratified by all ILA Locals in Philadelphia and Wilmington, DE on Thursday, November 11, 2004.

Sincerely,

A handwritten signature in black ink, appearing to read "Uwe Schulz", is written over a light gray, stylized signature graphic.

Uwe Schulz
President

US:lo

CC: PMTA Employers



475 N. 5th Street, 2nd Floor
Philadelphia, PA 19123
Phone: (215) 426-2510 Fax: (215) 426-4553
Website: www.pmta.com Email: webmaster@pmta.com

November 9, 2004

Mr. Marly Mascuilli
ILA Local 1291
3460 N. Delaware Avenue, Suite 101
Philadelphia, PA 19134

**Re: PMTA-ILA Memorandum of Agreement
dated November 8, 2004**

Dear Marty:

Further to the clarification letter on the Journeyman wages, please be reminded that the Memorandum of Agreement dated November 8, 2004 is a modification of the Memorandum of Agreement dated October 27, 2001. Terms and conditions not specifically modified in the November 8, 2004 Memorandum of Agreement remain in affect.

Finally, please be advised that it is not the intent of Clause "CQ", **Workmen's Compensation** on Page 8 to frustrate or delay the processing and payment of legitimate on the job injuries.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Uwe Schulz", written over a series of horizontal lines.

Uwe Schulz
President

US:lo