

**Mechanics
And
Maintenance
Agreement**

Southeast Florida Ports

I N D E X

MECHANICS AND MAINTENANCE AGREEMENT

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MECHANICS AND MAINTENANCE AGREEMENT
(Southeast Florida Ports)

THIS AGREEMENT is made and entered into this 1st day of October 2004 by and between Southeast Florida Employers Port Association, Inc., hereinafter referred to as the "Employer" or "SEFEPA" and International Longshoremen's Association, Local 1922-1, AFL-CIO, hereinafter referred to as the "Union" or "Local 1922-1"

THIS AGREEMENT shall be effective from 12:01 A.M. October 1st, 2004 and continue in effect until 12:00 Midnight September 30th, 2010, unless changed or amended by mutual agreement.

WITNESSETH

IN CONSIDERATION of mutual promises each to the other contained below, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

- A) The Employer recognizes International Longshoremen's Association, AFL-CIO, and its subordinate body, International Longshoremen's Association, Local 1922-1, as exclusive bargaining representative for all of the employer's mechanics and maintenance personnel employed by the Employer in the Ports of Southeast Florida.
- B) SEFEPA and its employer members agree that ILA, Local 1922-1 mechanics and maintenance personnel have historically and traditionally performed the work hereinafter referred to and that in order to preserve the work jurisdiction of Local 1922-1 mechanics and maintenance personnel and establish hours, wages, conditions and benefits of employment, this agreement is entered into.
- C) SEFEPA recognizes the jurisdiction of ILA, Local 1922-1, over maintenance servicing and repair of all containers and container equipment owned, contracted or leased, including roll/on roll/off and related equipment. All maintenance, servicing and repair of containers, including roll/on roll/off and related equipment, to be performed shall be performed by those employees covered hereunder who historically and traditionally have performed such work in the past. However, the Employer retains the right to send out for repairs and servicing of all equipment under reasonable manufacturer's warranty or beyond the capabilities of ILA Local 1922-1's repair facilities to any other ILA repair facility in the United States.
- D) SEFEPA recognizes the jurisdiction of ILA, Local 1922-1 over maintenance, servicing and repair of Container Handling Gantry Cranes and related equipment of which the maintenance, servicing and repair of such cranes have been historically and traditionally performed by ILA members. The Employers retain the right to have such repair and servicing of such cranes as is under reasonable manufacturer's warranty or beyond the capabilities of ILA Local 1922-1's repair facilities. The maintenance work on the Gantry Crane is awarded to

any member of the Southeast Florida Employers Port Association presently employing I.L.A. Mechanics, they will employ I.L.A. Mechanics to perform the required maintenance.

ARTICLE 2 - WAGES, JOB CLASSIFICATIONS, ETC.

Section 1-HOURLY RATES

The schedule of wages shall be as follows and effective on the following dates(wages per hour):

To be effective as of 12:01 A.M. October 1st, 2004 as follows:

PERSONNEL	STRAIGHT TIME	OVERTIME
Foreman	\$26.00	\$39.00
Reefer Mechanic	25.00	37.50
Mechanic	24.50	36.75
Mechanic Helper	22.50	33.75
Tire Man	23.50	33.75
Parts Man	22.50	33.75
Gantry Crane Foreman	29.85	44.78
Gantry Crane Mechanic	27.35	41.03
Gantry Crane Technician	29.35	44.03
Pressure Cleaning & Washing Employee	16.25	24.38

To be effective as of 12:01 A.M. October 1st, 2006 as follows:

PERSONNEL	STRAIGHT TIME	OVERTIME
Foreman	\$27.00	\$40.50
Reefer Mechanic	26.00	39.00
Mechanic	25.50	38.25
Mechanic Helper	23.50	35.25
Tire Man	24.50	35.25
Parts Man	23.50	35.25
Gantry Crane Foreman	30.85	46.28
Gantry Crane Mechanic	28.35	42.53
Gantry Crane Technician	30.35	45.53
Pressure Cleaning & Washing Employee	17.25	25.88

To be effective as of 12:01 A.M. October 1st, 2008 as follows:

PERSONNEL	STRAIGHT TIME	OVERTIME
Foreman	\$28.00	\$42.00
Reefer Mechanic	27.00	40.50
Mechanic	26.50	39.75
Mechanic Helper	24.50	36.75
Tire Man	25.50	36.75
Parts Man	24.50	36.75
Gantry Crane Foreman	31.85	47.78
Gantry Crane Mechanic	29.35	44.03
Gantry Crane Technician	31.35	47.03
Pressure Cleaning & Washing Employee	18.25	27.38

To be effective as of 12:01 A.M. October 1st, 2009 as follows:

PERSONNEL	STRAIGHT TIME	OVERTIME
Foreman	\$29.00	\$43.00
Reefer Mechanic	28.00	42.00
Mechanic	27.50	41.25
Mechanic Helper	25.50	38.25
Tire Man	26.50	38.25
Parts Man	25.50	38.25
Gantry Crane Foreman	32.85	49.28
Gantry Crane Mechanic	30.35	45.53
Gantry Crane Technician	32.35	48.53
Pressure Cleaning & Washing Employee	19.25	28.88

Section 2 - PAY CHECKS

Where payment is made by check, the check stub or voucher will include the employee's name, social security number, date of payment, total hours worked in pay period. Check stub to include straight time, overtime, gross pay and net pay.

Section 3 - FOREMAN; PARTS MAN; SHIP MECHANIC

A) Foreman:

To be employed when three (3) or more mechanics are utilized.

B) Parts Man:

The Employer agrees to hire ILA personnel to man its parts department. If a parts department is set up and requires manning for the purpose of inventory, running of parts or giving out of parts, etc. it will be manned by ILA personnel.

It is not the intention of this clause to have the Employer hire parts personnel with no parts department. However, if a parts department is in operation it is to be manned by ILA personnel. This in no way will restrict the Union for any prior established practices.

C) Ship Mechanic:

When the maintenance shop is worked as a convenience to a vessel operation, that maintenance shop operation will cease with the vessel operation with necessary time to shut down properly.

Section 4 - RAIN CLAUSE:

The Employer reserves the right to cancel all labor at 12:45pm for the work period of 1-5pm. in the afternoon if inclement conditions exist. The cancellation must be made to the foreman by 12:45pm. There will not be any cancellation for men starting at 6:00am, 7:00am, 8:00am, or 9:00am. If men are not cancelled and report back to work at 1:00pm, they will be guaranteed four (4) hours pay until 5:00pm, regardless of conditions existing.

Section-5- NORMAL WORK WEEK:

Forty (40) hours constitutes a normal work week beginning on

Monday and ending on Friday. Starting times can be designated by the Employer as 6:00 A.M., 7:00 A.M., 8:00 A.M., 9:00 A.M., 1:00 P.M., 7:00 P.M. and 10:00 P.M.

New Start Time: Preventive Maintenance (P.M.) SHOPS ONLY

2 P.M. - 11 P.M. - Wages: 3 hours regular time
5 hours time and 1/4 applies.

Meal Hours: 6-7 P.M.
After 8 hours work = 1 1/2 applies

Straight time shall apply for the first (1st) eight (8) hours worked from 6:00 A.M., 7:00 A.M., 8:00 A.M. and 9:00 A.M. starting times. After the initial eight (8) hour guarantee period, all work performed will be at overtime rates.

All work performed on Saturday or Sunday shall constitute overtime work and paid for at the rate of time and one-half of the regular straight time hourly rate. An eight (8) hour guarantee shall apply for each day worked. All work in excess of eight (8) hours per day shall be paid at time and one-half.

Work Hours - It is understood that any work performed five (5) minutes past the hour shall constitute one (1) full hour of pay.

Implement new 10:00 P.M. start time. Guarantee eight (8) hours at the overtime rate.

- A) Meal hour to be taken from 3:00 A.M. to 4:00 A M
- B) After the initial eight (8) hour guarantee (7:00 A.M.) the pay scale will remain at the overtime rate until completion of vessel activity. Thereafter, if mechanics elect to continue working, they will be paid a straight time rate until normal completion of the workday.

Following every five- (5) hour work period, a meal hour shall be taken.

Section 5 -MEAL HOURS:

- A) The following meal hours are to be observed:
 - Breakfast-----6:00 A.M. to 7:00 A.M.
 - Midday Lunch -----12:00 noon to 1:00 P.M.
 - Supper----- 6 P.M. to 7:00 P.M.
- B) Meal hour pay (double time) is to be continued until men are released or meal hour is given.
- C) 2300 hour start meal hour is to coincide with other ILA crafts.
- D) Meal hour is to be in addition to all other guarantees.

- E) When mechanics are assigned to work vessels, their meal hour will coincide with the other I.L.A. crafts.
- F) Meal hours can be adjusted by prior mutual consent of management and the Union based on operations of each direct employer

Section 6 - ORDERING AND CANCELLATION TIME:

- A) An eight (8) hour guarantee shall apply for each day worked.
- B) An eight (8) hour guarantee shall apply for all starting times and all work performed after (8) hours will be paid at overtime rates.
- C) A two (2) hour guarantee shall apply after all meal hours.
- D) Cancellation will require a three (3) hour minimum notification.

Section 7 - ROADABILITY CHECK:

- A) Equipment deemed damaged shall not be released for use until verified repaired by an ILA approved mechanic.
- B) As per Master Contract and Local Agreement, exit lanes to be manned by ILA personnel.

Section 8- GANTRY CRANE MEMORANDUM OF AGREEMENT (See Appendix)

A memorandum of agreement concerning gantry crane maintenance is attached in appendix 1.

Section 9 - OVERTIME

If an employee is required to work past 5:00 P.M., the employee will be on a running time basis. If the employee is given a meal hour, the employee will be guaranteed two (2) hours upon his return at the prevailing rate of pay. After the expiration of this two (2) hours guarantee, the employee will be on a running time basis. If the employee is required to work a designated Meal Hour the employee will be paid at double the prevailing rate until such time as he is given a Meal Hour or is released. Thereafter, the employee will revert to the prevailing hourly rate of pay.

Any work remaining to be done at 7:00 A.M. after mechanics have worked through the night from 7:00 P.M. the previous evening, shall normally be done by fresh mechanics called out to start work at 8:00 A.M. as replacements for the night mechanics. However, the night mechanics shall continue to work beyond 7:00 A.M. whenever:

- A) Qualified fresh mechanics are not available, or
- B) The work remaining to be done at 7:00 A.M. is less than four (4) Hours, or
- C) In the event the work continues past 11:0 A.M., the eight (8) hour guarantee shall apply.
- D) Break Time - Each mechanic to be allowed one (1) fifteen (15)

minute Morning Break and one (1) fifteen (15) minute Afternoon Break.

- B) Clean Up Time - Mechanics will be allowed five (5) minutes to clean up before all meal hours and quitting time.

Section 10 - APPRENTICESHIP PROGRAM

It is agreed by all parties signatory to this Agreement that prior to the expiration of this agreement a qualified apprentice program shall be instituted.

Section 11 - WEEKLY PAYMENT

All regular employees covered by this agreement shall be paid each week and no more than seven (7) days wages shall be held back on any employee. Upon discharge or lay-off, any amount due the Employer shall be deducted from his wages.

ARTICLE 3 - VACATIONS AND HOLIDAYS

Section 1-VACATIONS

Effective October 1st, 2004 each Employer executing, operating under, or becoming bound to this agreement, agrees to make monthly contributions to the Health and Welfare, Vacation and Holiday and Prepaid Legal Fund (I.L.A. Locals 1922-1/2062 Health and Welfare Fund) for each straight time and overtime hour worked by the employee as hereinafter described.

Employer contributions to the Vacation and Holiday Fund effective October 1st, 2004 shall be \$2.60 per employee hour.

To be funded and administered by the Trustees of the, Health and Welfare, Vacation and Holiday and Prepaid Legal Plans on the following schedule:

Vacation Schedule

After completing 1 year of service.....	1 week vacation
After completing 2 years of service.....	2 weeks vacation
After completing 4 years of service.....	3 weeks vacation
After completing 10 years of service.....	4 weeks vacation
After completing 15 years of service.....	5 weeks vacation
After completing 20 years of service	6 weeks vacation

Vacation pay shall consist of five (5) days per week to be paid out per week as follows:

\$625.00 gross per week effective October 1st, 2004.

All matter related to vacation benefits payable to qualified individuals will be governed by the three employer trustees who contribute to such funds and three union trustees of the Fund.

Section 2 - HOLIDAYS

Effective October 1, 2004 the Employer agrees to recognize sixteen (16) paid holidays, as follows which are founded by contributions made to the funds:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
T.W. Gleason'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

- A) When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the eight hour minimum period.
- B) To qualify for a holiday an employee must work the previous work day and the following work day of the holiday unless sick or excused by the Employer.

All matters related to Holiday benefits payable to qualified individuals will be governed by the three employer trustees who contribute to such funds and three union trustees of the Fund. There will be sixteen (16) holidays paid per day as follows:

\$125.00 gross per holiday effective October 1st, 2004.

All members eligible shall receive eight (8) hours regular pay for each holiday observed. If a member is required to work on any holiday, the member shall receive one and one-half (1 1/2) times the regular pay for the actual hours worked in addition to the normal holiday pay. All work performed on New Year's Day, Independence Day, Christmas Day and Labor Day shall be paid at double the prevailing rate.

Section 3 - VOTING TIME

All mechanics will be allowed one (1) hour for voting on State and National Elections only, with pay.

ARTICLE 4 - CHECK OFF AUTHORIZATIONS - 1-9 FORMS

The Employer agrees to deduct weekly, from the earnings of the employees covered by this agreement, who have so authorized in

writing, five percent (5%) of the gross weekly wages and to pay this sum directly to Local 1922-1, this amount representing membership dues. The Employer also agrees to deduct weekly, from the employees covered by this agreement, who have so authorized in writing, the total sum equal to one percent (1%) of the straight hourly rate for each hour paid to the employee representing that portion of the employees dues owed to THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO and such sum to be paid directly to the International Office.

The Union agrees to provide the Employer with an original of the employees' authorization. Such authorization to be valid shall not be required to deduct any amounts in violation of state or federal law. The Union agrees to defend, indemnify and save the Employers harmless from all claims, suits or other forms of liability that arise from this article.

New employees shall furnish to the Employer a properly completed 1-9 Form.

As per Master Contract, Page 2, Item 2(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.

Any individual who comes from outside the Southeast Florida Region Bargaining Group will be classified as a New Employee and will be paid at the rate of \$16.00 per hour.

The Check-Off Authorization for employees shall read as noted on copy in Appendix 2.

ARTICLE 5 -HEALTH, WELFARE, VACATION, HOLIDAY, PREPAID LEGAL

There is now in existence Trust Funds to provide for Health and Welfare, Holiday and Vacation, Prepaid Legal. (I.L.A. Locals 1922-1/2062 Health and Welfare Fund) Such Trust Fund shall continue subject to the terms of this agreement and Contributions will be increased if there should be a shortfall in the Health and Welfare, Holiday and Vacation and Prepaid Legal Funds. In the event, the joint negotiating committee shall meet to determine the amount of the additional contributions with respect to such shortfall to maintain present level of benefits.

- A) Contributions effective October 1, 2004 shall be in addition to the contribution for Holiday and Vacation \$5.39 per employee per hour, effective October 1, 2006 \$5.64 per hour, per employee, and an additional fifty (50) cents per hour, per employee, on October 1 2008, This fifty (50) cents is the same fifty (50) as set forth under Article 6 which is to be allocated between the Health and welfare fund and the pension fund.

All contributions to this fund for new employees will begin

with date of employment.

- B) It is understood that the Prepaid Legal Contribution is included in the Health and Welfare Contribution.
- C) Simultaneously with making said payment of the contribution described above, each Employer shall also file a written report with the agreed upon fiduciary or an administrator setting forth the hours worked by each employee covered by this Agreement for whom contributions shall have been made during said period, the gross pay earned by each such employee and other information required by forms agreed upon by the Union and the Employer.

Insofar as payments by individual Employers into the fund is concerned, time is of the essence. The parties recognize and acknowledge that regular prompt payments of amounts due by individual employers to this fund is essential to the operation of the Trust. The Health and Welfare Trust Fund has been created by an Agreement and Declaration of Trust entered into by and between the Employer and the Union and shall be in conformity with the Labor Management Relations Act of 1947, as Amended and this Agreement.

- D) Legal expense incident to the preparation drafting, and enforcement of the terms and conditions of the Agreement and Declaration of Trust and any amendment thereto shall be borne by the Health and Welfare Trust Fund. Reimbursement of fees as related to enforcement shall be borne by the defaulting employer.
- E) The Board of Trustees, upon their own initiative or upon written complaint or upon any Employer becoming delinquent, may direct an impartial Accountant or a qualified member of his staff or firm, to act as agent of Trustees at any reasonable time during business hours to enter upon the premises of any employer signatory to this Trust or who is obligated to contribute to the fund for the purpose of examining such payroll records, papers and reports pertaining thereto as may be necessary to determine only the hours to work performed and the place where performed by an employee covered by this Trust, and to make a written report so the Trustees may determine whether said employers have made complete payments to the Trustees of the amounts required by the Collective Bargaining Agreement and Trust Agreement or any amendment thereto. The costs of auditing shall be borne by the Trust Fund unless the employer is found to be delinquent in the contributions to the fund, then in that event, the Employer shall bear the cost of the audit. If any Employer shall refuse to permit such examination and/or audit, the Trustees may then institute suit to require said audit and any costs incident thereto, including reasonable attorney's fees, shall be the obligation of the Employer.
- F) In the event that it becomes necessary to institute suit, or to hire an attorney to enforce this agreement with respect to Health and Welfare Fund against the Employer who has defaulted in his payments to this fund, the Employer agrees it will be responsible for all sums due to the Trustees of said Fund including court costs and reasonable attorneys fees and accountants and auditors expenses should it become necessary to obtain their services to determine the amounts owed to the Fund. In addition the delinquent

employer shall be responsible for liquidated damages and interest in the highest amount as permitted by ERISA. The Trustees have the right consistent with ERISA to compromise and settle any claim.

- G) It is specially understood and agreed between the parties hereto that the employer shall comply with the terms of this Agreement and Declaration of Trust of the Health and Welfare Fund as the condition for the continued employment of employees covered by this agreement and working under the terms of this agreement.
- H) In the event the Employer fails to make payments as required under the terms of this agreement, the Union shall have the right, without liability, to order the withdrawal of employees covered by this agreement.
- I) All payments and reports due under Health and Welfare, Prepaid Legal and Pension Funds must be received by the Administrator of the Funds by the 5th of the month following the month after the month that is to be reported. (Example: July reports/ contributions due September 5th). If an Employer fails to meet this payment and reporting date, the delinquent Employer will be assessed liquidated damages of interest and late charges, on the unpaid monies as determined by the Trustees. The Trustees have the right consistent with ERISA to compromise and settle any claim
- J) If the Trustees of the Funds then decide the Employer is a habitual delinquent in the submission of the required reports and payments that are due under these funds, that Employer would forfeit his right of submission of reports and payments by the 5th of the month and the Trustees may place that Employer on a weekly reporting and payment schedule.
- K) If any delinquent Employer fails to meet the reporting and payment schedule, then Trustees of the Funds may instruct the Union to withhold their Labor to such Employer.
- L) All matters related to Health, Welfare, Holiday and Vacation and Prepaid Legal benefits payable to qualified individuals will be governed by the three employer trustees who contribute to such funds and three union trustees of the Fund. Contributions will be increased if there should be a shortfall. In such event, the joint negotiating committee shall meet to determine the amount of the additional contributions with respect to such shortfall to maintain present level of benefits or such other benefits as are agreed upon in this agreement.
- M) For the purpose of computing hours for the Health and Welfare Fund, eight-(8) hours contribution shall be contributed for each employee from their designated starting time. All hours worked before their designated starting time shall be in addition to the eight (8) hour guarantee and contributed for accordingly. All hours worked after the eight-(8) hour guarantee shall be in addition to the eight (8) hour guarantee and contributed for accordingly. This provision is subject to the rain clause.

ARTICLE 6 - PENSION

- A) There is now in existence a Trust Fund to provide pension benefits (International Longshoremen's Association Union number 1922-1/2062 Pension Fund). Said fund is to continue to be financed by Employer Contributions as stated below.
- B) Effective October 1st, 2004, each Employer executing, operating under, or becoming bound to this agreement, agrees to make monthly contributions of \$1.25 per hour, per employee, effective October 1, 2006 \$1.40 per hour and an additional fifty (50) cents per hour, per employee, on October 1, 2008, which amount shall be allocated by trustees of the Fund. This fifty (50) cents is the same fifty (50) as set forth under Article 5 which is to be allocated between the Health and welfare and the pension funds.
- C) Contributions to this Fund for New Employees will begin on the date of employment.
- D) The parties agree that the Trustees of the Pension Fund with consent of the parties to this agreement, shall have the power in their discretion, if they deem it beneficial for the employees covered under this agreement to substitute and/or establish a Pension Plan or Program and a Annuity or Severance Plan or other substitute benefit. The contributions heretofore paid under this agreement and to be paid under this agreement shall be utilized for these purposes. Any pension plan, annuity plan or severance plan shall be in conformity with Section 302 of the Taft-Hartley Act. The Trustees shall have the right to amend the Trust Agreement with the approval of the Union and the Employer, if same is necessary, to provide for additional or substituted plans as described above.
- E) The parties to this agreement adopt under this article the same provisions as are set forth under paragraphs C) through L) as are contained under Article 5 Health and Welfare, Holiday and Vacation Prepaid Legal funds and the same are applicable to the Pension Fund.

Article 7 - DEFINED CONTRIBUTION FUND

- A) There is in existence a Defined Contribution Fund (ILA LOCAL 1922-1/2062 Defined Contribution Fund). Each Employer executing, operating under or becoming bound to this agreement agrees effective October 1, 2004 to make a monthly contribution of \$1.00 per hour per employee and effective October 1, 2006. \$1.10 per hour per employee to the Defined Contribution Fund.
- B) Contributions to this plan for New Employees will begin on the date of employment.
- C) The parties agree that the Trustees of the Defined Contribution Plan with consent of the parties to this agreement shall have the power in their discretion, if they deem it beneficial for the employees covered under this agreement to substitute

and/or establish another Pension Plan or Program and a Annuity or Severance Plan or Program. The contributions heretofore paid under this agreement and to be paid under this agreement shall be utilized for these purposes. Any pension plan, annuity plan or severance plan shall be in conformity with Section 302 of the Taft-Hartley Act. The Trustees shall have the right to amend the Trust Agreement with the approval of the Union and the Employer, if same is necessary, to provide for additional or substituted plans as described above.

- D) The parties to this agreement adopt under this article adopt the same provisions as are set forth under as are contained under Article 5 paragraphs C) through L) under the Health and Welfare, Holiday and Vacation Prepaid Legal funds and the same are applicable to the Defined Contribution Fund.

ARTICLE 8 - REPORTS;

- A) The Employer agrees to make monthly reports indicating all employees names, social security numbers, total hours worked, total wages earned and the exact payroll periods that have been worked(Example: May 28, 2008 to June 28, 2008).

ARTICLE 9-UNIFORMS AND TOOL ALLOWANCE

- A) All employees covered under this agreement shall be furnished uniforms in accordance with standards in effect December 1, 1990.
- B) Mechanics must have their own basic tools and will receive twenty cents (\$.20) an hour for tools, as per designated tool roster (See Appendix 3).

ARTICLE 10 - SURETY BOND REQUIREMENT; PERSONAL GUARANTEE; WEEKLY PAYMENTS

Section 1 -BONDING OF EMPLOYER; PERSONAL GUARANTEE

The Union or fund may at its discretion demand a payment bond(or other security) including a personal guarantee in favor of the Union and/or Fund, guaranteeing payment of all dues or other fringe benefit payments as provided for in this agreement.

Section 2- WEEKLY PAYMENTS:

The Union or fund may at its discretion require weekly payments of dues and/or fringe benefit payments as provided for in this agreement.

Section 3 - BINDING ON SUCCESSOR

Each successor or transferee of the Employer shall be liable for monies due hereunder to the same extent as the Employer.

ARTICLE 11 - LIQUIDATED DAMAGES; COSTS; AUDIT EXPENSE;
INTEREST; REPORTS; ATTORNEY'S FEES; WAIVER

Should any Employer fail to comply with any provisions concerning the payment of monies due hereunder, then in addition to the amount due to the Union or the Fund, the Union or the Fund shall be entitled to receive from the Employer liquidated damages, costs, audit expenses, interest and attorney's fees. The amount of interest and liquidated damages shall be fixed at the maximum allowed under the Employee's Retirement Income Security Act (ERISA).

Section 1 - LIQUIDATED DAMAGES FOR FAILURE TO TIMELY FILE REPORT

Should any report due by the Employer not be timely filed in accordance with the request made by the Union or the Fund, then in that event, the Union and/or the Fund shall be entitled to liquidated damages of fifty dollars (\$50.00) per day for each day said report is delinquent.

Section 2 -WAIVER OF LIQUIDATED DAMAGES; COSTS; AUDIT EXPENSE;
INTEREST AND ATTORNEY'S FEES

In the event there is good cause consistent with ERISA to waive any amount of liquidated damages, costs, audit expenses, interest, or attorney's fees then the Fund may waive all or any one such items of reimbursement.

ARTICLE 14 - GRIEVANCE PROCEDURE

- A) Any grievance, dispute, complaint or claim arising out of or relating to this Agreement, including all matters herein which expressly provide that they shall be dealt with in accordance with this part, and including any dispute relating to the institution of new types of operation or changes in existing operations, or the application of this agreement, shall be handled and disposed of in the manner hereinafter provided, and all the parties hereto agree to abide by any decisions made in accordance therewith.
- B) When a grievance or dispute occurs, either the Management Representative (Stevedore, Pier Superintendent or appropriate designee of the Employer) or Union shop steward shall immediately call the problem to the attention of the other party. Mean while, work shall continue.
- C) Each Party should use good judgment and make every effort to arrive at a settlement consistent with the contract. Should there be agreement between those involved the agreement reached shall be reported to the Labor Relations Committee (LRC) for its information. In the event the grievance or dispute related to the interpretation or application of any provision of the

contract, the agreement reached shall be subject to review and revision to assure its conformance with the provisions of the contract involved; such a review shall not include a reconsideration of the facts as established in connection with the agreement reached. In the event the LRC determined that the agreement reached relates to the interpretation or application of a provision of the contract, they may either affirm or revise the agreement reached or either party may submit the matter to arbitration.

- D) There shall be established a joint Labor Relations Committee consisting of no more than 3 representatives of the Employers and not more than 3 representatives of the Union, none of which shall be parties to the grievance. The LRC shall meet weekly or as required on a stated day and at a stated time and shall be in general charge of the Grievance Machinery and the day to day relations of the ILA and its locals and the members of the SEFEPA.
- E) The LRC shall have the authority to generally review the relations between the parties and to make suggestions and recommendations for bettering such relations. The committee shall also have the authority to recommend changes for next contract which are in the interest of clarity, better operations and production. The Committee shall also use its best efforts to prevent wherever possible, disputes arising and shall exert every effort toward fair equitable and reasonable relations. Should the LRC not be able to resolve any grievance then the matter shall be decided by arbitration.
- F) The Arbitrator shall be selected by the parties. Should the parties fail to agree upon an Arbitrator within 15 days after the consummation of this agreement, or such further time as shall mutually be agreed to, either side may request the Federal Mediation and Conciliation service to submit a panel of 7 names. Each side shall have the right to excuse 3 of the names submitted, and if one name remains, then the Director of the Federal Mediation and Conciliation Service shall select the Arbitrator from the remaining names.
- G) The Arbitrator shall function in the capacity for a minimum of 1 year. At the end of 1 year from the date of his selection, either side shall have the right to ask that the person so named be excused, and in the event a new Arbitrator shall be selected through the process above referred to, the Arbitrator selected and the end of such one year period whether he be the same person as was originally chosen or a new Arbitrator, shall serve out the remainder of the contract.

- 1) The Arbitrator shall be called upon only as heretofore outlined.

- 2) He shall adjudicate all matters before him on the basis of fact and customs and practice in effect, but shall at no time consider bona fide, a custom practice which is instituted through job or action quickly or other unilateral action after the execution of the agreement or which is in conflict with the contract.
- 3) He shall be empowered to render any decision he may deem appropriate on any matter before him which decision shall be final binding on both parties. Such decision must be issued within 30 days after the completion of each arbitration proceeding unless both parties agree in writing to an extension of time.

ARTICLE 15 - COMPENSATION CLAIMS

The Employer agrees to either carry Worker's Compensation for the employees or to qualify for a self-insured plan under the Federal and State of Florida regulations and to exert reasonable means to obtain prompt payment of injury compensation claims for the employees. The Employer will furnish proof of insurance or of the self-insured status to the Union.

ARTICLE 16 - ACCESS TO PREMISES

Upon prior arrangement with the Employer or the authorized representative, a representative of the Union when accompanied by a representative of the Employer, shall have access to the Employer's plant area for any purpose necessary to the administration of the Grievance Procedure of this agreement or compliance with the terms hereto, provided that his visit to the plant areas shall not interrupt or affect plant operations.

ARTICLE 17 - BULLETIN BOARDS - SAFETY - DRUG PROGRAM

- A) Bulletin Boards - Reasonable space shall be provided by the Employer for the Union to post official notices of meetings, notices of election results and notices of Union recreational, social or civic affairs.
- B) Safety- Both parties agree to cooperate, with all efforts, to provide safe working conditions including such efforts of the United States Department of Labor and of all Portwide Longshore Safety Councils and Company Safety Programs. Where neither such councils nor such company programs now exist, the parties shall cooperate in establishing one or the other, with meetings to take place at least quarterly.
- C) Drug Program- The parties agree to the drug program as attached to this agreement as an addendum.

ARTICLE 18 - EMPLOYER'S RIGHTS

- A) The management of the Employer's business and the direction of the work forces in the operation of its business are exclusively vested in the Employer as functions of Management. Except as specifically provided in this agreement, all of the rights, powers and authority the Employer had prior to signing of this agreement are retained by the Employer.
- B) Neither party shall uphold fighting or other physical violence, incompetence, shirking of work, insubordination, intoxication at work, the use of abusive language, pilfering or broaching of cargo or excessive absenteeism. Personnel guilty of these offenses shall be dealt with as the circumstances require, and in the event a man is convicted of theft of cargo or goods related to work place, he shall be denied any further employment in the industry. It is also understood and agreed that continued inaccuracy in his work, or failure to report, after accepting orders, is sufficient grounds for employer's refusal to hire any man.
- C) If an employee is convicted of, or pleads nolo contendere or guilty to (regardless of whether adjudication of guilt is withheld), any crime involving the illegal sale of a controlled substance, or possession or use of a controlled substance during his work hours or while at the workplace, that is grounds for any employer covered by this Agreement to take disciplinary action up to and including discharging the employee or to refusing to accept that employee's referral for employment.
- D) In hiring new employees, the Employer agrees that the Union shall be the whole source for obtaining or referring men to the Employer. Without in any way restricting this right, each Employer agrees to divide his work as fairly as possible among the men who work for him. In the event the Union is unable to supply necessary labor the Employer has the right to obtain labor elsewhere.
- E) The Union agrees to do everything within its power to maintain a pool of experienced employees to refer to the Employer should the Employer require new employees under this provision of the agreement. However, the Employer reserves the right to refuse employment to the new employee if said employee does not meet the Employer's pre-established standards or who has a history of having previously been terminated from employment within the industry for justifiable cause.
- F) All new employees hired are to be subject to sixty (60) working days probationary period during which time they can be separated without cause after such period no discipline shall occur without cause.

ARTICLE 19 - - - PROTECTION OF RIGHTS

- A) It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action in the event the employee refuses to enter upon any property involved in a lawful primary dispute or refuses to go through, or work behind any lawful, primary picket line at the Employer's place of business.

- B) It shall not be a violation of this agreement nor the no-strike clause of the agreement, for this or any other union to engage in bona fide primary picketing with respect to any other unit of Employers not covered by this agreement, and it shall not be grounds for discharge for any employee under this agreement to recognize and respect such picket line.

ARTICLE 21 - - - CONCLUSIVENESS

The Union agrees that this agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment and that during the term of his agreement, the Employers will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this agreement. Anything not contained in this agreement shall not be construed as being part of this agreement.

ARTICLE 22 - - - SUB-CONTRACT

The purpose of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees that no work or services presently performed or hereinafter assigned to the collective bargaining units will be sub-contracted, leased, assigned or conveyed in whole or in part, to any other plant, person or non-unit employees.

ARTICLE 23 - NON DISCRIMINATION

The parties to this agreement do not and will not tolerate any form of discrimination as to race, color, religion, age, gender, national origin, sexual preference, disability, or any other form of discrimination prohibited by law. In this agreement for simplicity the term "his" has been used however such term encompasses the term "her" and this agreement shall for all purposes be read as being gender neutral.

ARTICLE 24 - SUCCESSOR

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, assigned or transferred, the operation shall continue to be subject to the terms and conditions of this agreement for the life thereof.

ARTICLE 25 - SEVERABLE PROVISIONS

If any provision or part thereof of this agreement is in conflict with any Federal or State Law or Regulation, in the event any provision of this agreement is thus rendered inoperative, the remaining

provisions shall nevertheless remain in full force and effect.

ARTICLE 26 - DURATION

This Agreement shall be effective as of the 1st day of October 1st 2004 and shall continue in full force and effect until midnight, September 30th, 2010 unless same is extended or renewed under the provisions hereinafter set forth.

This agreement incorporates all past memorandums of understanding from October 1st 2004 through the date of the signing of this agreement. This Agreement shall automatically renew itself unless either party gives notice to the other at least sixty (60) days prior to the expiration date of this agreement of its desire to terminate, modify or change any portion of this agreement. The renewal period shall automatically renew itself from year to year unless sixty (60) days prior to the renewal date either party gives notice to the other party of its desire to modify or terminate same. Notice shall be mailed to the office of both parties at the place designated in writing by each of the parties hereto.

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

INTERNATIONAL LONGSHOREMEN'S

ASSOCIATION, LOCAL 1922-1

AFL-CIO

BY: _____

INTERNATIONAL LONGSHOREMEN'S

ASSOCIATION, LOCAL 1922-1

AFL-CIO

Need employers