

PORT OF JACKSONVILLE, FLORIDA  
LABOR AGREEMENTS  
JACKSONVILLE MARITIME ASSOCIATION, INC.  
AND  
ILA LOCAL 1408 COVERING LONGSHORE WORK  
AND  
ILA LOCAL 1593  
COVERING CLERKS AND CHECKERS WORK  
MASTER CONTRACT

Effective October 1, 2001  
Ending September 30, 2004

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LONGSHOREMEN'S AGREEMENT  
BETWEEN THE  
SOUTH ATLANTIC EMPLOYERS' NEGOTIATING COMMITTEE  
AND THE  
SOUTH ATLANTIC & GULF COAST DISTRICT  
OF THE  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

1. This agreement was made and entered into on the 15<sup>th</sup> day of August, 2001, between the Jacksonville Maritime Association representing its direct employer members, hereinafter known as the party of the first part and the South Atlantic & Gulf Coast District of the International Longshoremen's Association representing its subordinate Local # 1408, hereinafter known as the party of the second part.

Wages to become effective October 1, 2001.

2. This agreement and all Memorandums of Understanding shall be in effect until midnight September 30, 2004, and covers all work as designated herein at the Port of Jacksonville, Florida.

3. (A) Wages per hour, according to job classifications, shall be in accordance with the provisions of clause A-1 and B-1 (with the provision that the contract will be reopened after the second year for wages only on general cargo, breakbulk and bulk cargo).

3. (B)(1)(a) The employers agree to contribute into the fund for Welfare and Pension benefits for all hours for which employees receive pay the following amounts per hour effective as indicated:

Effective 10/1/01

\$10.65 Container Hours      \$9.20 Car Carrier Hours      \$8.70 All Other Hours

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.

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. 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 terms and conditions of the Master Contract paragraph 5(a) and 5(b).

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 paragraph \$ 14 and 20 of the Master Contract). 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.

These funds shall continue to be administered on a local basis by a Board of six (6) trustees.

It is agreed that either party of the funds established under this agreement may increase the number of trustees by mutual consent of the trustees of the Board involved. It is further agreed that regardless of the number of trustees on either side being unequal, the voting rights of each side shall remain equal.

3. (B)(1)(b) Container Royalty. The employers also agree to pay into a fund for supplemental cash benefits the amounts set forth below as a royalty when loading or discharging containers which are twenty (20) feet or more in length and which have not been stuffed or will not be stripped by personnel employed under this agreement.

(1) On conventional ships, thirty-five cents (35¢) per gross ton.

(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 container, seventy cents (70¢) per gross ton.

(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 container, seventy cents (70¢) per gross ton.

(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, one dollar (\$1.00) per gross ton.

The above fund shall continue to be administered on a local basis by a Board of Six (6) trustees.

It is agreed that either party of the funds established under this agreement may increase the number of trustees by mutual consent of the trustees of the Board involved. It is further agreed that regardless of the number of trustees on either side being unequal, the voting rights of each side shall remain equal.

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.

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 53 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 53 million tons

per contract year shall be distributed for supplemental cash benefit purposes.

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 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.

The total royalty contributions to be made to the fund provided 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).

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 \$16,500 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 employees 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 \$16,500 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 those who have been paid the maximum benefits.

The third container royalty, equal to the first container royalty listed above, shall be paid into the same fund as the first container royalty, and administered by the same Board of six trustees as previously detailed. These two container royalties must be used only and exclusively for cash disbursements to the employees. Terms and conditions of the disbursement to be determined by the trustees.

The first and third container royalty dollar shall be paid to the local container royalty fund in each port. Normal expenses up to \$250,000 will be allowed to each port for administrative expenses and container inspectors and will be paid from the container

royalty fund.

Each party shall appoint three of the trustees to administer the local funds described hereinbefore in Paragraph 3(B)(1)(a) and the first and third container royalty funds established in this Paragraph 3(B)(1)(b), to serve until they resign or are replaced by the party they represent. The local port employer and ILA representatives and the trustees of each local container fund shall be bound by this agreement and shall have no authority to provide otherwise except that the parties agree that each port shall have the right to administer and establish by rule and regulations each container royalty fund.

3. (B)(2) Each employer will submit to the local union and the Fund trustees quarterly reports of hours worked, individually by employees, for all work covered under this agreement. The trustees shall institute whatever auditing procedures they deem necessary to verify these reports.

3. (B)(2)(a) A District Escrow Fund is established for the purpose of collecting and supplying funds for the District Vacation and Holiday Fund. The District Escrow Fund and the District Vacation and Holiday Fund, shall be administered by a Board of 12 trustees. Six trustees shall be appointed by the Unions who are party to this agreement, one of whom shall represent the Clerks and Checkers. Six trustees shall be appointed by Management; who are party to this agreement.

It is agreed that either party of the funds established under this agreement may increase the number of trustees by mutual consent of the trustees of the Board involved. It is further agreed that regardless of the number of trustees on either side being unequal, the voting rights of each side shall remain equal. The trustees of the District Escrow Fund shall also be the trustees of the Vacation and Holiday Fund.

3. (B)(2)(a)(1) Funding of the District Escrow Fund shall be accomplished as follows:

(a) A South Atlantic premium (also known as the 2nd container royalty) of .35¢, .70¢ or \$1.00 per long ton on containerized cargo will be paid to the District Escrow Fund. (This premium is to be paid on the same basis as the container royalties covered in Paragraph 3(B)(1)(B)(a)(b)(c)(d). In the event container royalties covered by these paragraphs are changed, the same will also apply to this premium). This assessment applies only to cargo not handled into or out of a container by the ILA. This paragraph is subject to change as per Master Contract Paragraph 14(C).

(b) All employers of ILA personnel working under the terms and conditions of the DeepSea Longshore Agreement or the Deep-Sea Clerks and Checkers Agreement, or those personnel shown in paragraph 3(B)(4), shall pay an assessment of .615¢ per man-hour to the District Escrow Fund.

(c) Beginning October 1, 1997, the employers shall pay the tonnage and man-hour assessments presently in effect for non Carrier Container Council Members:

\$ .25 per long ton on breakbulk and Rule 1 containerized cargo

\$ .60 per long ton on Rule 2 containerized cargo

\$ .0025 per long ton on bulk cargo

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\$.40 per unit on passenger autos and light trucks under 4000 pounds

(d) During the life of this contract, the employers shall not be obligated to pay any additional tonnage, man-hour or other assessments to the District Escrow Fund.

(e) The collection of the assessments shall be the responsibility of the trustees and Administrator of the District Escrow Fund and the provisions of clause 15(A)(2) shall be followed in the collection of delinquent assessments.

(f) It is further agreed that the assessments while to be collected and paid over by the contracting stevedore, are the sole responsibility of the party ordering the contracting stevedore to perform the work (private or governmental) and the contracting stevedore is obligated to obtain a signed agreement from the party ordering the work that he will be bound by this contract. Should the party ordering the contracting stevedore to perform the work fail to pay the established assessments, and notwithstanding the provisions of clause 15(A)(1), the employees shall not be required to work for the defaulting party ordering work by any contracting stevedore until the debt is paid in full. Should the contracting stevedore fail to obtain the signed agreement, then the contracting stevedore shall be held responsible for the assessments.

3. (B)(2)(a)(2) A District Trust Fund to administer the Vacation and Holiday Fund disbursements shall also be established. It shall receive its funding from the District Escrow Fund.

(a) 16 paid holidays to longshoremen and clerks and checkers or those personnel shown in Paragraph 3(B)(4), only who have worked 700 hours or more in the current contract year.

(For the purpose of paying the 16 holidays provided for in this paragraph, the holidays will be those as shown in Paragraph A-3 and B-3 and February 12, Abraham Lincoln's Birthday; 3rd Monday in February, George Washington's Birthday; March 17, Thomas Gleason's Birthday; 2nd Monday in October, Columbus Day; November 11, Armistice Day; National Election Day, one annually).

(b) Vacations of from 1 week to 6 weeks based on the following criteria: All longshoremen and clerks and checkers who have worked:

700 hours or more in the current contract year.....	1 week vacation
700 hours or more in the 2 consecutive previous contract years .....	2 weeks vacation
700 hours or more in the 6 consecutive previous contract years .....	3 weeks vacation
700 hours or more in the 12 consecutive previous contract years .....	4 weeks vacation
700 hours or more in the 15 consecutive previous contract years .....	5 weeks vacation
700 hours or more in the 20 consecutive previous contract years .....	6 weeks vacation

(c) Trustees are authorized to set such requirements as are needed to be furnished validated records from each local Pension and Welfare office within the District.

(d) Refer to the Agreement of the South Atlantic DEF Shortfall dated November 9, 2000, at Tampa, Florida with the exception of #3. (See Appendix 16-1).

(e) In the event the USMX/CCC Agreement on the South Atlantic DEF Shortfall is not

lived up to, the trustees will distribute the funds available based on the following formula:

Total available funds will be divided by total number of vacation and holiday benefit hours to be paid determined in accordance with the existing formulas for determining years of service and entitlement to benefits.

(f) 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.

(g) 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) of the Master Contract 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.

(h) 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.

(i) 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.

**(j)** 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 fourth 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.

(k) 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 nonpermanent total disability shall be established by the trustees of each port or district plan.

3. (B)(3) In the event the ILA shall consider supplying labor to an employer not a party to

this agreement at conditions which would depart from the provisions of this contract, the ILA shall first give advance notice of such intent to the employers party to this agreement. Further, that such conditions for the particular work to be performed for an employer not bound by the provisions of this agreement shall also be made applicable to the employers party to this agreement for the same type of work. The employer likewise agrees to give the ILA advance notice of any potential new business proposed to them which would or could result in a departure from this agreement. In the event the employers should enter into an agreement with any other local of the ILA containing terms more favorable than those set forth herein for the performance of work covered by this contract, such terms shall automatically apply to employees covered under this agreement.

3. (B)(4) Personnel working under ILA contracts other than the ILA/SAENC Deep-Sea Longshore and the Deep-Sea Clerks and Checkers Agreements and who are presently participating in the Pension and Welfare Funds, the container royalty Funds and the Vacation and Holiday Funds of the District Escrow Fund, as well as new personnel in the same job classifications as those presently participating who may subsequently be working under an ILA Contract may participate in such Funds provided the employers of such personnel have signed agreements with the trustees of such Funds agreeing to make the contributions specified in the ILA/SAENC agreements and abide by the terms and conditions of the Trust Agreements covering such Funds. No employee shall receive benefits from the Funds that exceed the benefits set forth in the ILA/SAENC Deep-Sea Longshore and Deep-Sea Clerks and Checkers Agreements.

4. The workweek will begin at 7:00 a.m. on Monday and will end at 7:00 a.m. on the following Monday. A day is defined as the 24-hour period commencing at 12:01 a.m. and ending at 12:00 midnight.

5. (A)(1) A differential of .20¢ per hour in straight time and .30¢ per hour in overtime will be added to the rates specified in clause A-1 or B-1 (whichever is applicable) when the following commodities are handled:

Asbestos fiber, bone meal, bones in bulk, calcium nitrate (not calcium ammonium nitrate), carbon black, caustic soda, cement in bags or bulk, chloride of lime, coal, coke, copper sulphate in bags, creosoted materials, crude iodine, cyanamid, feather meal, fish meal and fish scrap, grain in bulk and dunnaging over grain, green salted hides, guano (bird and whale), insecticides (including but not limited to D.D.T., cotton dust, or toxaphene packaged in paper bags or paper drums), magrelestie, meat meal and meat scrap, methylparathion, pads green, peat coke, peroxide, phthalic anhydride, powdered arsenic, phosphorous (yellow), salt cake, soda ash, sulphur and dunnaging over sulphur, tankage, tecmangam, tetra tetra ethyl lead, tin scraps in bales, and treated lumber products (not creosoted) when loaded at creosote plant.

5. (A)(2) A differential of .50¢ per hour in straight time and .75¢ per hour in overtime will be added to the rates specified in clause A-1 or B-1 (whichever is applicable) when the following commodities are handled:

Castor meal expeller, castor pumice, bulk tuna, ammonium nitrate, oxalic acid, sodium dichromate (sodium bichromate), antimony trioxide.

5. (A)(3) When the commodities listed above in clauses 5(A)(1) and 5(A)(2) are handled,

all personnel in the gang including gang foreman, winchmen, hatchtenders, holdmen, hookmen, dockmen and equipment operators servicing the hatch will receive the applicable differential specified. Furthermore, whenever the gang is employed solely on one or more of the commodities listed above in clauses 5(A)(1) and 5(A)(2), the employees shall be paid the applicable differential for any time they may be engaged in rigging, opening or closing the hatch.

5. (B)(1) A differential of .25¢ per hour in straight time and .375¢ per hour in overtime will be added to the rates specified in clause A-1 or B-1 (whichever is applicable) for work performed in refrigerator compartments, refrigerator holds, refrigerator containers, refrigerator trucks or refrigerator cars whenever cargo is being handled that has been or will be carried at temperatures below 32° Fahrenheit. When handling refrigerated cargo in conjunction with ice, the same differential will apply while handling such cargo and while handling the ice. These differentials will be paid to all employees working in the gang.

5. (B)(2) Gangs ordered for work on refrigerated cargo will be notified in advance in order that they may secure sufficient clothing. In the event employees are not so notified prior to reporting for work that they will be handling cargo that has been or will be carried below 32° Fahrenheit, they shall not be required to handle such cargo.

5. (C)(1) All personnel assigned to ship loading or discharging explosives or radioactive material of a type requiring a U.S. Coast Guard permit handled over or at explosive facilities, including linehandlers when they are required to stand by, will be paid double the straight-time or overtime rate (whichever is applicable) as specified in clause A-1 or B-1 (whichever is applicable). Small arms ammunition and firecrackers shall not be construed as explosives.

5. (C)(2) When employees at other than explosive facilities such as Sunny Point or St. Mary's are working a vessel which contains explosives, other than commodities such as small arms ammunition or firecrackers, all employees, including dockmen, and linehandlers when they are required to stand by, working the vessel will be paid at double the straight-time or overtime rate (whichever is applicable) as specified in clause A-1 or B-1 (whichever is applicable).

Explosive pay only applies to personnel working the vessel which contains explosives in all ports other than Sunny Point and St. Mary's. All other port practices remain the same.

5. (D) A differential of .30¢ per hour straight-time and .45¢ per hour overtime will be added to the rates specified in clause A-1 or B-1 (whichever is applicable) for employees working in water. This applies to washing down holds but not to items covered by clause 6.

5. (E) A differential of .25¢ per hour in straight-time and .3715¢ per hour in overtime will be added to the rates specified in clause A-1 or B-1 (whichever is applicable) for winchmen and hatchtenders employed at hatches where cargo is being handled over exposed deck loads of creosoted materials.

5. (F) A differential of .50¢ per hour in straight-time and .7511 per hour in overtime will be added to the rates specified in clause A-1 or B-1 (whichever is applicable) for personnel

actually working in the holds where equipment powered with internal combustion engines is in use. The provisions of this clause are waived when adequate blowers are in use. Adequate blowers shall meet the requirements of paragraph 1504.93 of the Federal Safety and Health Regulations for Longshoring. The management representative assigned to the ship shall have the necessary equipment and ability to check the carbon monoxide levels in any hold of the vessel.

5. (G) None of the differentials provided for above shall be paid unless the employees are so employed for fifteen minutes or more of continuous work.

6. For handling cargo damaged by fire or water or oil, where such damage causes unusual distress or obnoxious conditions, or where such damage results in cargo being in unnatural form to the extent of causing unusual distress for obnoxious conditions, double the straight-time or overtime rate specified in clause A-1 or B-1 (whichever is applicable) shall be paid to all personnel in the gang. For handling cargo where obnoxious odors are present and these obnoxious odors are not inherent in the type of cargo, double the straight-time or overtime rates specified in clause A-1 or B-1 (whichever is applicable) shall be paid to all personnel in the gang. Damaged cargo rates shall not be paid when sound cargo is handled from such compartments when the obnoxious conditions no longer prevail. Damaged cargo rates shall not be paid for handling wet cargo if the cargo has dried out sufficiently so that no unusual distress is caused and no obnoxious conditions prevail.

7. (A) When vessels are worked because of fire or where property is in danger on any of the four "no work" holidays, double the straight-time rates as specified in clause A-1 or B-1 (whichever is applicable) will be paid. Where such work is under the conditions specified in clause 6, double the overtime rates as specified in clause A-1 or B-1 (whichever is applicable) will be paid.

7. (B) On election day when employees go to work at 7:00 a.m. or 8:00 a.m. starts they must be relieved by 5:00 p.m. to have time to vote. Employees reporting for work on 1:00 p.m. starts will vote prior to reporting for work. Employees may be let off or staggered to accommodate the ability for all personnel to have time to vote. Employees will return to work at 7:00 p.m. with the continuation of the original order if so required.

8. (A) the phrase "personnel ordered" as used herein is understood to apply only to new orders. It is not considered a new order when employment is interrupted solely due to meal periods or where employees are shifted between job classification or job locations by an employer. In the event employees are not kept on the payroll but are released by an employer and ordered back for a subsequent starting time, it is considered a new order.

8. (B) any work remaining to be done at 7:00 a.m. after gangs have worked through the night from 7:00 p.m. the previous evening shall normally be done by fresh gangs called out to start work at 7:00 a.m. as replacements for the night gangs. However, the night gangs shall continue to work beyond 7:00 a.m. whenever:

(a) Qualified fresh gangs are not available, or

(b) The work remaining to be done at 7:00 a.m. is not more than four hours (personnel working beyond the four hours shall be paid at an applicable guarantee - on container

ships, a person working past 11:00 a.m. will get 8 hours guarantee from 8:00 a.m. that morning; on general cargo, break bulk and bulk ships, a person working through the night and past 11:00 a.m. will be guaranteed four hours from 11:00 a.m., or

(c) In the event rain or mechanical failure during the night prevents a vessel that would have completed with the night gangs from finishing, the Union agrees to furnish emergency gangs if the employer places the order at or before 7:00 a.m.

9. Port Limits, for the purpose of this contract, are defined as the boundaries of the area extending from the St. Johns River jetties along both banks and continuing up the river to Palatka, Florida and vicinity. It shall also include Fernandina Beach, Florida. If the Port expands beyond the port limits of Jacksonville or Fernandina Beach as set forth above during the life of this contract, the port limits as defined in this section will be extended to include that expansion.

Bus transportation to Blount Island terminals shall be provided when required.

10. Employees shall be paid on a 30-minute basis and when they work 5 minutes or more of any 30-minute period they shall be paid for the full 30 minutes.

11. (A)(1) The following meal hours are to be observed:

Breakfast.....	6:00 a.m. to 7:00 a.m.	Midday
Dinner.....	12:00 Noon to 1:00 p.m.	
Supper.....	6:00 p.m. to 7:00 p.m.	Midnight
Lunch.....	12:00 Midnight to 1:00 a.m.	

11. (B) Notwithstanding previous clauses in this agreement the following provisions for employees handling lines will apply:

(a) Linehandlers may be ordered for starts on any day of the year, at any hour of the day or night provided they receive a minimum notice of 4 hours.

(b) When line handling is required for docking, undocking, or shifting of ships on any of the four "no work holidays" specifically New Year's Day, Independence Day, Labor Day and Christmas Day, double the straight-time rate will apply.

(c) Personnel ordered to handle lines shall be paid a minimum of 4 hours time at the applicable rate as specified in clause A-1 or B-1 (whichever is applicable) with running time thereafter, but no person may be required to handle lines more than twice during his/her 4 hour guarantee. A minimum of 4 employees shall be used for tying up vessels and 2 employees for letting go the lines.

(d) Personnel engaged in the handling of lines during any of meal hours specified in clause 11 (A) shall be paid at overtime rates specified in clause A-1 or B-1 (whichever is applicable) for that hour. It is agreed that employees may not be removed from cargo gangs during meal periods to handle lines when the gang is to resume cargo work after the meal period.

11. (C) Employers will make arrangements to furnish drinking water in a sanitary manner to the employees on the ship and on the dock. Ice water and sanitary drinking cups will

be supplied by the employer. A waterboy will be furnished at the prevailing rate as specified in clause A-1 or B-1 (whichever is applicable) when 25 or more employees, including dockmen, are employed in the loading or unloading of a vessel or on more than one vessel when located in adjacent berths when worked by the same company. It is understood and agreed the person so employed shall be classified and designated as a waterboy whose primary duty shall be to provide drinking water and cups as required above. Though the waterboy may perform other incidental duties, such duties shall not be allowed to interfere with his primary duty. Water containers to be periodically steamcleaned. The designated waterboy must present a clean and healthy appearance at all times and he must possess a health card.

12. (A) A weekly payroll shall apply in all South Atlantic ports.

12. (B)(1) Subject to the limitations of applicable State and Federal laws, the employer agrees to deduct from the wages of the employees working under this agreement National, District and Local Union Fees and contributions to the ILA/AFL-CIO Committee on Political Education, provided, however, that there first be presented to the employer, a signed, dated and witnessed authorization of the employee authorizing such deductions from his wages and authorizing payment of the same directly to the appropriate entity. Such authorization shall contain such employees' Social Security number.

12. (B)(2) The employer agrees to make remittances on a weekly basis seven days following the payroll of the amounts deducted from employee's wages. An administrative fee of 2% of the check-off will be deducted by the employer. The National and District Union fees to be sent to ILA headquarters in New York, New York; Committee on Political Education Union fees to be sent to ILA headquarters in New York and the balance of the Union fees sent to the office of Local ILA. Should an employee revoke the Authorization, the employer further agrees to immediately notify the Local ILA office.

12. (B)(3) The South Atlantic & Gulf Coast District of the ILA agrees to 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 compliance with any provision of this clause 12.

13. (A)(1) Longshore work is to cover all labor used in connection with loading or discharging ships, barges, or other floating craft. It will include personnel engaged in handling cargo to or from point of rest or to or from cars or trucks when handled direct to or from ships. It will include all operators of mechanical equipment used in such operations, including cranes owned by stevedore contractors when qualified operators are available, provided, however, that this shall not require the employers to alter any existing practices. When a stevedore contractor introduces new mechanical equipment, he must endeavor to train personnel presently in the industry to operate such equipment. It will also cover sorting, cooping or reconditioning of cargo when performed in connection with stevedoring work; the handling of ships' stores when not carried by hand up the gangway; the handling of baggage to and from ships' deck of passenger vessels, all mail, dunnaging (excluding bulk separations), rigging (excluding rigging for heavy lifts) and the following operations when vessel is alongside dock; cleaning of cargo areas aboard ship, lashing and securing cargo and the fitting and dismantling of fittings. It will also include garmen (not mechanics) when assigned to ships; the operation of

permanently mounted shipboard cranes and winches, and the handling of lines when performed by stevedores. It also includes opening and closing of hatches on conventional-type vessels with 'tween decks when working general cargo.

13. (A)(2) The point of rest referred to in clause 13(A)(1) is defined as follows on general cargo:

(a) On cargo to be loaded aboard ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is assembled prior to loading aboard ships.

(b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(c) On cargo other than bulk commodities landed directly from the vessel to trucks or rail cars for movements only within the terminal area to ground storage, the point of rest is that point within the terminal area where the cargo is grounded.

13. (B)(1) The employer shall give due regard to the following factors:

1. Protecting the safety and health of all personnel employed in the operation.

2. Regulating stevedoring operations to best accomplish the safe, efficient and orderly movement of cargo.

3. Utilizing modern methods and equipment in the interest of avoiding unnecessary manual labor. Where this is implemented with the result that there will be a change in the operations, the employer will discuss his intentions in advance with the Union to enable both parties to agree on the most efficient operation.

4. Making the best use of skilled manpower in the light of the above consideration.

It is distinctly understood and agreed that the Union has the privilege of bringing to the attention of each employer any practices which the Union feels are not in accord with the spirit of the foregoing. The employers hereby agree to promptly investigate and give careful consideration to all suggestions and recommendations from the Union in the light of the objectives set forth above. If such procedure still fails to satisfactorily dispose of any such questions, they shall be resolved through the arbitration procedure set forth in clause 15.

13. (C) Each employer shall give preference in employment to the gangs which work regularly for him and agrees to divide his work as fairly as possible among such regular gangs in accordance with local custom. When employing extra gangs the employer is to choose the gang best qualified from those available, but is to give due consideration to suggestion from the Union. When it becomes necessary for the employer to make a change in gang foremen, he must consult with the Union at least one week prior to his selection. It is incumbent on the employer to consider the Union's suggestions, and to make every effort to designate a person who is agreeable to both parties.

13. (D)(1) 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(B).

13. (D)(2) There shall be no interference with the employer's right to shift personnel from hatch to hatch, ship to ship, dock to ship or ship to dock so long as the number of employees shifted from any gang does not reduce the gang structure below the minimum required as determined by the class of cargo being handled by the gang. In no event shall employees be shifted from any gang for the purpose of opening, closing and rigging a hatch to which the entire gang has not been assigned.

The employer also reserves the right to hire and discharge. It is recognized that the employer has the right to utilize personnel 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:

1. **PILFERAGE**. The ILA Locals parties hereto agree to make every effort to prevent pilferage or broaching of cargo, and any person found guilty of such broaching, or pilfering or knowingly having broached or pilfered cargo in his/her possession, will be disciplined as follows:

### **PENALTIES:**

First Offense - Sixty (60) days suspension from work through any and all ILA Hiring Halls covered under this agreement.

Second Offense - Ninety (90) days suspension from work through any and all ILA Hiring Halls covered under this agreement.

Third Offense - Permanent suspension from work through any and all ILA Hiring Halls covered under this agreement.

### **2. VIOLENCE**

(A) Display or Possession of Weapons. When anyone employed under the terms of this agreement, or in the exercise of any official capacity under the terms of this agreement, is found guilty of displaying or knowingly possessing a dangerous weapon at any facility normally considered a work place under this agreement, the following penalties shall apply:

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

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

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

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

(C) Battery. When anyone employed under the terms of this agreement or in the exercise of any official capacity under the terms of this agreement is found guilty of beating or using physical violence on a person, without that person's consent, the following penalties shall apply:

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

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

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

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

3. **INTOXICATION.** When anyone employed under the terms of this agreement or in the exercise of any official capacity under the terms of this agreement is found guilty of being intoxicated at any facility normally considered a work place or bringing intoxicants on the premises at any facility normally considered a work place under this agreement, the following penalties shall apply:

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

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

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

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

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

It is hereby specifically understood that violations involving alcohol shall continue to be handled in accordance with paragraph 13(E)(3) of the Collective Bargaining Agreement

**ILLEGAL DRUGS.** Illegal drugs, for the purpose of this policy, include (a) drugs, which are not legally obtainable, and (b) drugs, which are legally obtainable but have been obtained illegally. The sale, purchase, transfer, use or possession of illegal drugs, as defined above, by employees on the work premises or while on employer business is prohibited. Arriving on the work premises with detectable levels of any illegal or illegally obtained drugs is prohibited. This prohibition applies to any and all forms of narcotics, depressants, stimulants, or hallucinogens whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

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

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

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

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

A refusal to be tested shall be grounds for immediate discharge and immediate suspension from employment through any and all Hiring Halls for period of ninety (90) days. A second violation or offense shall result in permanent suspension from

employment.

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

Any individuals who seek reinstatement shall be required to sign a written agreement that for a period of three (3) years from the date of reinstatement that they will agree to take random drug screen tests upon reasonable notice made through the Local Welfare Fund office.

**THIRD CHANCE** In those circumstances where an employee has been terminated from the industry in accordance with any such plan during the lift 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.

1. 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.
2. Reasonable criteria in each port or district shall be established under which the individual shall prove their drug-free status, including periodic testing.
3. Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination.
4. 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:

1. 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.

**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 various Collective Bargaining Agreements. Resolutions reached on any and all disputes under

the Grievance Procedure and Arbitration clauses in the various Collective Bargaining agreements shall be binding on all parties.

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

Amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids, ethanol, methadone, methaqualone, opiates, phencyclidine and propoxyphene.

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

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

5. **ENFORCEMENT**. An individual shall be subject to the penalties provided herein when found guilty of any misconduct charges listed above when his/her guilt is established by a forum properly constituted under Union By-laws and/or Hiring Hall procedures, by a committee or arbitrator as provided under the grievance and arbitration procedures of this agreement, or by a court of law or a governmental agency of competent jurisdiction.

Personnel suspended as a result of misconduct shall lose seniority for the period of the suspension. Should any of the misconduct offenses occur in the Hiring Hall areas, it shall carry the same penalty as occurring at the work sites, and a committee of duly appointed or elected persons who work under the terms and conditions of this Collective Bargaining Agreement shall judge the guilt or innocence of persons charged with misconduct in the Hiring Hall area.

13. (F) The management of the employer's business and the direction of the work force in the operation of the 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 employer had prior to signing of this agreement are retained by employer.

14. Seniority rules shall be decided and enforced on a local level.

15. (A)(1) During the term of this agreement, the employer agrees that there shall be no lockouts of the members of the Union and the Union agrees there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slowdown, or any other interference or stoppage, total or partial, of the employer's operation for any causes whatsoever; such causes including but not limited to unfair labor practices by the employer or violation of this agreement. The right of employees not to cross a bona fide picket line is recognized by the employer. The Union shall not be financially responsible for strikes or walkouts not authorized or assented to

by the Union.

15. (A)(2) If the Administrator of any fund established under the terms of this agreement determines that an employer is delinquent in paying the requisite assessments, contributions, royalties or other required payments to the fund when due, he shall immediately notify the Union party hereto with copy to the delinquent employer. If within 7 days the employer does not either convince the Administrator he is in fact not delinquent or pay the delinquent account, the Union will be released from its obligations under clause 15(A)(1) to continue to work for that employer and shall not dispatch personnel to that employer until the delinquency is ended. The employer shall be liable not only for the amount of the delinquency, but for attorney fees, auditing fees, court costs and all other related collection expenses. In the event of disagreement as to the applications of the above, the dispute shall be settled as a grievance under the procedure of clause 15(B), but omitting the Port Grievance Committee and being referred directly to the District Grievance Committee.

15. (B) Matters under dispute which cannot be promptly settled between the Local and an individual employer shall, no later than 48 hours after such discussion, be referred in writing covering the entire grievance to a Port Grievance Committee composed of one member from a company not involved in the dispute, the Port employer member of the Joint Negotiating Committee, the Port Union member of the Joint Negotiating Committee, and a Union member not involved in the previous attempts to settle the dispute. In the event this Port Grievance Committee cannot reach an agreement within five days after receipt of the complaint, the written record of the dispute shall be referred to the Joint Negotiating Committee, which will function as a District Grievance Committee on the following basis:

There must be present at the Grievance Committee meeting at least three (3) regular employer members and three (3) regular Union members, in addition to the members from the port originating the dispute, as these latter members may participate in the discussions but may not vote. Each side shall have four votes, and if the fifth member of either side is absent he shall authorize his vote to be cast by one of the voting members in attendance. This Grievance Committee shall meet at least quarterly, and in the case of urgent matters it shall make every effort to meet as soon as possible.

A majority decision of this Committee shall be final and binding on both parties and on all employers signing this agreement. In the event the Committee is unable to reach a majority decision within 72 hours after meeting to discuss the case, it shall employ a professional arbitrator whose expense and fees, as well as those of any expert witnesses required by the arbitrator are to be borne jointly by the Management and the Union of the port concerned. Should the Committee be unable to agree on the selection of an arbitrator, they shall request the assistance of the Federal Mediation and Conciliation Service in designating a suitable arbitrator. Expenses of the employer members of the District Grievance Committee are to be borne by the Port employers, and of the Union Members of the District Grievance Committee by the ILA.

In the selection of an arbitrator, thought will be given to a person who is knowledgeable and familiar with the problems of the longshore industry.

Any decision in favor of the employee involving monetary aspects or discharge shall require the employer involved to make financial restitution from the time of the complaint

concerned, whereas decisions involving working methods or interpretations shall take effect seventy-two hours after being rendered.

15. (C) The above mentioned Joint Negotiating Committee should consist of an employers' side of five members, one each from Wilmington, North Carolina; Charleston, South Carolina; Savannah, Georgia; Jacksonville, Florida; Tampa, Florida; and a union side of one ILA representative from each of these ports.

Each employer vacancy shall be filled by the port with the vacancy, and each Union vacancy shall be filled by the port with the vacancy.

15. (D) The Joint Negotiating Committee upon written request of any employer signatory to this agreement or any Local covered by this agreement shall determine whether new commodities or new types of packing present hazards or discomfort in handling which make it necessary to add such items to now-existing penalty classifications. Such decisions shall be final and binding on all signatories to this agreement, but where no majority decision is reached by the Committee, this shall constitute a denial of such addition.

15. (E) It is understood and agreed that there will be no changes made in this agreement except by mutual consent in writing and with the full knowledge of all members of the Joint Negotiating Committee. All interpretations of this agreement **will** be made in accordance with the provisions of clause 15.

15. (F) 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 this agreement the employers will not be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this agreement. Anything not contained in this agreement shall not be construed as being part of this agreement. All past port practices being observed may be reduced to writing in each port.

16. 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. The requirements of the Occupations Safety and Health Administration shall be binding on both Parties. All personnel reporting for work must be dressed so that no additional hazard is created and must wear safety shoes and hard hats.

It shall be mandatory that each port have a viable, actively working safety program. These programs will be administered by a Joint Committee of Management and Labor in each port and shall utilize the general work rules; and also encompass safety and health matters arising under various statutes, including the Occupational Safety and Health Act.

A-1. Wages for container and rare vessels are listed as follows.

**CONTAINER WAGES:**

<u>Effective 10/1/01</u> SIT O/T	<u>Effective 10/1/02</u> S/T O/T	<u>Effective 10/01/03</u> S/T OIT
(a) Gang foremen:		
\$27.00 \$40.50	\$28.00 \$42.00	\$28.00 \$42.00
New employees entering the industry October 1, 1996 to September 30, 2001:		
\$17.00 \$25.50	\$18.00 \$27.00	\$18.00 \$27.00
New employees entering the industry October 1, 2001, and after:		
\$16.00 \$24.00	\$17.00 \$25.50	\$17.00 \$25.50
(b) Bulldozer operators, shipboard crane operators other than revolving crane, mobile cranes on ship or dock, semi-tractor drivers and container crane operators:		
\$26.50 \$39.75	\$27.50 \$41.25	\$27.50 \$41.25
New employees entering the industry October 1, 1996 to September 30, 2001:		
\$16.50 \$24.75	\$17.50 \$26.25	\$17.50 \$26.25
New employees entering the industry October 1, 2001, and <sup>o</sup> after:		
\$15.50 \$23.25	\$16.50 \$24.75	\$16.50 \$24.75
(c) Winchmen, hatchtenders, tractor, payloader, transporter, lift truck and other powerdriven machinery operators; fixed revolving deck crane operators:		
\$26.25 \$39.375	\$27.25 \$40.875	\$27.25 \$40.875
New employees entering the industry October 1, 1996 to September 30, 2001:		
\$16.25 \$24.375	\$17.25 \$25.875	\$17.25 \$25.875
New employees entering the industry October 1, 2001, and after:		
\$15.25 \$22.875	\$16.25 \$24.375	\$16.25 \$24.375
(d) Gangmen (holdmen, hookmen and dockmen) and all other labor performing longshore work:		
\$26.00 \$39.00	\$27.00 \$40.50	\$27.00 \$40.50
New employees entering the industry October 1, 1996 to September 30, 2001:		
\$16.00 \$24.00	\$17.00 \$25.50	\$17.00 \$25.50
(e) New employees entering the industry October 1, 2001, and after will be paid as per Master Contract, paragraph 2, dated June 14, 2000:		
\$15.00 \$22.50	\$16.00 \$24.00	\$16.00 \$24.00

A-2 On container and ro-ro vessels, the basic working day shall consist of 8 hours and the basic work week shall consist of 40 hours. Employees shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in clause A-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in clause A-3, straight-time rate shall be paid for any work performed from 8:00 a.m. to 12:00 Noon and from 1:010 p.m. to 5:00 p.m. Monday through Friday, inclusive. Work at all other times, including specified holidays will be

paid for at overtime rates, except as provided in clause A-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in clause A-5 (A) for work during meal hours.

A-3. The following holidays will be observed on container and ro-ro vessels:

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

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8 hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day nor before 7:00 a.m. on the days following these holidays, nor after 3:00 p.m. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 p.m. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve personnel working will be guaranteed eight hours overtime pay.

A-4 (A) Regular starting times shall be 7:00 a.m., 8:00 a.m., 1:00 p.m. and 7:00 p.m.

Tankers and ships at the bulk facilities, and vessels in distress may start any time between 7:00 a.m. and 7:00 p.m., but on all starts after 7:00 p.m., employees shall be paid from 7:00 p.m.

Without regard to the above starting times, employees may be ordered for shifting ships, handling lines and cleaning holds, and extra personnel may be added to gangs already working.

A-4. (A)(1) Flex-time may be negotiated on a local port basis, but shall be in accordance with the Master Contract.

In an effort to better utilize facilities and improve service to the shipping public a flex-time may be instituted using the following guidelines. The normal work day shall consist of eight (8) hours from 8:00 a.m. - 5:00 p.m.

Longshore employees, who are employed in support of the expanded hours of gate operations provided for in the Flex-time Agreement in the Master Contract, shall be employed as follows:

(a) Eight (8) hours of work starting at 6:00 a.m. 7:00 a.m., 8:00 a.m., 9:00 a.m., 10:00 a.m., and 1:00 p.m.

(b) Meal periods shall be provided for in accordance with local regulations.

(c) Hours worked prior to 8:00 a.m. and after 5:00 p.m. will be paid at 1.25 of the straight time rate.

(d) All hours worked in excess of eight (8) consecutive hours within any 24-hour period, excluding meal hours, will be paid at 1.5 of the straight time rate.

(e) Implementation of the above is subject to similar agreements of other crafts on a local basis.

A-4 (A)(2) An additional starting time of 12:00 Midnight is established for "Fully Automated" vessel operations. Gang(s) and/or individual(s)' ordered for the 12:00 Midnight starting time shall receive six (6) hours time at overtime rate plus two (2) hours at double overtime rate. Gang(s) and/or individual(s) ordered for 12:00 Midnight starts may not be worked past 7:00 a.m.

A-4 (B)(1) All gangs for 7:00 a.m. through 1:00 p.m. starts must be ordered by 5:00 p.m. the previous day. Gangs for 7:00 p.m. and 12:00 Midnight starts must be ordered by 1:00 p.m. the same day. In the event weather or mechanical failure after 7:00 p.m. make it impossible for night gangs to finish a ship scheduled to complete before 8:00 a.m. the night gangs may be released and ordered back from shipside for a subsequent daytime start for work on that ship only, and the Union is to be notified as soon as the hall opens. Gangs ordered for 7:00 a.m. through 8:00 a.m. starts may be canceled or modified by 5:00 p.m. the previous day.

On container and ro-ro vessels gangs ordered for 1:00 p.m. starts may be canceled or modified no later than 7:00 a.m. Gangs ordered for 7:00 p.m. and 12:00 Midnight start may be canceled no later than 4:00 p.m. but no reduction in the number of gangs so ordered for a particular ship may be made.

A-4 (B)(2) The Union shall provide the capabilities for the employers to call in orders between 3:00 p.m. and 5:00 p.m. every day of the week (except the four no-work holidays) and between 6:00 a.m. and 7:00 a.m. for cancellations every day of the week (except the four no-work holidays).

A-4(C) Provided full gangs remain subject to the call of their employer, personnel ordered to work in gangs shall be paid the following applicable minimum:

Container Ships .....	8 hours
Container Vessels (with 80 moves or less).....	4 hours
Stuffing/Stripping of Containers.....	4 hours

In the event employees are ordered for 7:00 a.m. on container vessels they shall be paid one hour overtime from 7:00 a.m. to 8:00 a.m. Guarantee begins at 8:00 a.m.

Personnel in gangs ordered back for work after a meal hour shall be paid the following applicable minimum with running time thereafter:

Container Ships .....	4 hours
Stuffing/Stripping of Containers.....	2 hours

For the purpose of applying these minimums, the gang is to be considered a unit, and separate minimums are not to be applied to replacements starting later than the gang.

On container and ro-ro vessels employees who work in gangs on Saturdays, Sundays, and holidays will be paid a minimum of eight (8) hours overtime.

A-4 (D) Extra personnel added to gangs and employees ordered for shifting ships, cleaning, loading stores, and other miscellaneous work not involving the loading or discharging of cargo shall be paid a minimum of four (4) hours time; and employees ordered for handling lines shall be paid a minimum of four (4) hours time at the applicable straight-time or overtime rates, provided they remain subject to the call of their employer during that time.

A-4 (E) On containers and ro-ro vessels gangs ordered to work for 7:00 a.m. or 8:00 a.m. starts may be canceled or modified no later than one hour before the start when it appears there shall be weather conditions that will prevent commencement of work as planned. If gangs are ordered for a new starting time for that day, such order shall be a firm and non-cancelable order. In the event the employer cancels 7:00 a.m. or 8:00 a.m. gangs one hour before the start due to weather conditions, the gangs are to receive four (4) hours call time at the applicable rate.

Weather conditions are defined as including, in addition to weather which prevents the working of cargo, weather within the channel at any point between the sea buoy and the pier which prevents the docking or shifting of vessels in time to start working as intended, but do not apply to vessels which have not reached the sea buoy in time to arrive at the dock for the intended starting time.

A-5 (A) On container and ro-ro vessels, all meal hours when worked shall be paid for at double the overtime rates specified in clause A-1 except the midday dinner hours on Monday - Fridays, holidays excepted; and for such midday dinner hours, double the straight-time rates specified in clause A-1 shall be paid. Meal hour pay is to be continued until employees are released or meal hour is given.

A-5 (B) On container and ro-ro vessels, when gangs ordered for 7:00 a.m. or 8:00 a.m. are to work after 7:00 p.m. they must be notified by 4:00 p.m. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 4:00 p.m. delaying the finish the employees will observe the normal supper hour if so ordered and return to complete the vessel.

If the employees do not wish to remain after 7:00 p.m. the Union must provide new gangs for a 7:00 p.m. start if notified prior to 6:00 p.m. to fulfill the guarantee of the original gangs. Gangs ordered for 1:00 p.m. starts need not be so notified.

A-5(C) On vessels with ro-ro ramps that handle general cargo which is lifted on/off using ship's gear or shore cranes, the manning, wages and guarantees will be the same as general cargo. All cargo handled over the ramp will be based on automated manning, wages, and guarantees.

#### A-5 (D) SMALL BOAT AGREEMENT

1. For breakbulk vessels having a capacity of 500 gross registered tons or less (as listed in Lloyd's Registry), or for container vessels with a capacity of 500 TEU or less, the gang size shall be twelve (12) people which shall include a foreman effective October 1, 1996; eleven (11) people which shall include a foreman effective October 1, 1998. In these cases where mobile shoreside cranes are used, over which the ILA has no jurisdiction, the gang may be reduced by two (2) people.

2. For ro-ro vessels having a capacity of 500 TEU, or less, the gang size shall be nine (9) people which shall include a foreman effective October 1, 1996; and eight (8) people including a foreman effective October 1, 1998.

3. The above gang sizes are minimums only. If more than one gang is employed at the same time, one (1) additional person to be utilized as needed, depending on local port custom, will be employed.

4. Gangs ordered under this Small Boat Agreement shall receive a guarantee of four (4) hours, and when reporting back after a meal hour shall receive an additional 2 hour guarantee. All lashing shall be performed by the gang.

On vessels with ro-ro ramps that handle general cargo which is lifted on/off using a ship's gear or shore cranes, the manning, wages and guarantees will be the same as general cargo. All cargo handled over the ramp will be based on automated manning, wages, and guarantees.

A-5 (E) When lashing or unlashng of containers is required, a lashing gang consisting of one header and six people will be used. At the employer's option the employees may be brought in one hour before the start.

A-5 (F) On a barge loading or discharging containers, a twelve (12) person minimum gang consisting of a header and eleven (11) longshoremen will be used and the gang will also do all work required including lashing and unlashng. The gang shall receive a guarantee of eight (8) hours. There will be a two (2) hour guarantee when returning from the second meal hour.

A-5 (G) In lashing and shoring cargo, cleaning, fitting, etc., and any operations not listed above, the employer shall use the number of employees required to safely and efficiently perform the operation.

A-6 The following general safety work rules shall be used as guidelines to set up each port safety program:

#### CONTAINER OPERATIONS GENERAL SAFETY RULES

1. Personnel working in the immediate area of container handling equipment or in traffic lanes shall wear high visibility equipment.

2. The employer shall direct employees to stay clear of the area beneath a suspended container.
3. No container shall be hoisted if its actual gross weight exceeds the weight marked or if it exceeds the capacity of the crane.
4. Containers shall not be hoisted unless all engaged chassis twist locks are released.
5. Adequately illuminate all walking and working areas.
6. A safe distance will be maintained between the first two trucks in a container vessel lead or behind any vehicle which personnel are required to work.
7. Pre-plan and establish traffic patterns for working vessels.
8. Permit only those persons considered by the employer by reason of training or experience and who understand the signs, notices and operating instructions to operate any powered equipment.
9. No operator shall operate powered equipment while under the influence of drugs or alcohol, with uncorrected eyesight or hearing, or any medical ailment, which may suddenly incapacitate him.
10. No haulage equipment will be allowed on the line that has defective brakes, no lights during night operations, no wipers in rain, fuel system leaks or defective exhaust or hydraulic systems. Operator seats will be maintained in safe condition. All other defects will be reported to employer who will act promptly in obtaining repair.
11. Unauthorized radios and headsets will not be carried on a worksite.
12. Employer will immediately remove personnel from the site of a hazardous cargo leak and ascertain the specific hazard before allowing personnel to re-enter.
13. Tractors are not to be backed in a vessel lead until the area is clear.
14. Personnel are not to be hoisted on the blades of a forklift truck. Safety baskets attached to the forklift mast are to be used.
15. Employer will determine that portable ladders are of adequate strength, are maintained in safe condition, and are of sufficient length to extend 36" above the upper landing surface.
16. Provide a safe location for employees hoisted aloft with sufficient access, guardrails, and an enclosing device at the opening to prevent employees from falling.
17. Do not throw lashing equipment from aloft where a hazard of striking personnel exists.
18. Stow lashing materials and equipment to provide clear working areas and walkways.
19. When operating a tractor, make sure both air hoses are connected from cab to

chassis, check to see that the tractor is positively locked to chassis and that the fifth wheel is raised high enough for the landing gear to clear any obstacles on the road. Operate at all times in a safe manner.

20. Employees are not to jump to adjacent container in stow where a hazard of falling exists.

21. No employee shall work on a deck load or lash containers directly adjacent to an open hatch.

22. Personnel shall not walk or work in the aisles adjacent to a container bay being loaded or discharged unless he/she remains a safe distance offshore of the container being worked by the crane.

23. Personnel working aloft should not work on the container immediately abreast of the container being worked. These employees should not sit or walk across edges unnecessarily and work on their knees when working with stacking cones.

24. Support and secure truck trailers and containers on chassis being stuffed or stripped to prevent landing gear collapse and vehicle movement.

25. Be aware of your fellow workers. You are responsible for their safety

26. All personnel working on the dock should exercise extreme caution when handling automatic twist locks to avoid hand injuries.

B-1 Wages on breakbulk and car carriers are listed as follows:

**GENERAL CARGO, BREAKBULK & BULK WAGES:**

**Effective 10/01/01**

**S/T      O/T**

(a) Gang foremen:

\$17.50 \$26.25

New persons entering the industry October 1, 1996 and after:

\$15.00 \$22.50

(b) Bulldozer operators, shipboard crane operators other than revolving crane, mobile cranes on ship or dock, semi-tractor drivers and container crane operators:

\$17.00 \$25.50

New persons entering the industry October 1, 1996 and after:

\$14.50 \$21.75

(c) Winchmen, hatchtenders, tractor, payloader, transporter,, lift truck and other powerdriven machinery operators, fixed revolving deck crane operators:

\$16.75 \$25.125

New persons entering the industry October 1, 1996 and after:

\$14.25 \$21.375

(d) Gangmen (holdmen, hookmen and dockmen) and all other labor performing longshore work:  
\$16.50 \$24.75

(e) New persons entering the industry October 1, 1996 and after:

\$14.00 \$21.00

New persons that work a combination of 700 hours in the various years beginning October 1, 1996, will be paid \$16.50 per hour.

**CAR CARRIER WAGES:**

<u>Effective 10/1/01</u>		<u>Effective 10/1/02</u>		<u>Effective 10/01/03</u>	
S/T	O/T	S/T	O/T	S/T	O/T

(a) Gang foremen:

\$24.00	\$36.00	\$25.00	\$37.50	\$26.00	\$39.00
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New persons entering the industry October 1, 1996 and after:

\$15.00 \$22.50

(b) Bulldozer operators, shipboard crane operators other than revolving crane, mobile cranes on ship or dock, semi-tractor drivers and container crane operators:

\$23.50	\$35.25	\$24.50	\$36.75	\$25.50	\$38.25
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New persons entering the industry October 1, 1996 and after: \$14.50 \$21.75

(c) Winchmen, hatchtenders, tractor, payloader, transporter, lift truck and other powerdriven machinery operators; fixed revolving deck crane operators:

\$23.25	\$34.875	\$24.25	\$36.375	\$25.25	\$37.875
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New persons entering the industry October 1, 1996 and after:

\$14.25 \$21.375

(d) Gangmen (holdmen, hookmen and dockmen) and all other labor performing longshore work:

\$23.00	\$34.50	\$24.00	\$36.00	\$25.00	\$37.50
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(e) New persons entering the industry October 1, 1996 and after:

\$14.00 \$21.00

New persons that work a combination of 700 hours in the various years beginning October 1, 1996, will be paid \$23.00 per hour on car carriers.

B-2 (A) On general cargo, breakbulk and bulk vessels, and the basic working day shall consist of 10 hours and the basic workweek shall consist of 40 hours. Personnel shall

work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in clause B-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in clause B-3, straight-time rate shall be paid for any work performed from 7:00 a.m. to 12:00 Noon and from 1:00 p.m. to 6:00 p.m. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in clause B-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in clause 11(A)(1) for work during meal hours.

B-2 (B) On car carrier vessels, the basic working day shall consist of 8 hours and the basic workweek shall consist of 40 hours. Personnel shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in clause B-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in clause B-3, straight-time rate shall be paid for any work performed from 8:00 a.m. to 12:00 Noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in clause B-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in clause 11(A)(1) for work during meal hours.

B-3 The following holidays will be observed on breakbulk vessels and car carriers:

January 1.....	New Year's Day
January, 3rd Monday .....	M.L. King's Birthday
Good Friday .....	Good Friday
May, Last Monday.....	Memorial Day
July 4.....	Independence Day
September, 1 st Monday .....	Labor Day
November, 4th Thursday.....	Thanksgiving Day
December 24 .....	Christmas Eve
December 25 .....	Christmas Day
December 31 .....	New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day nor before 7:00 a.m. on the days following these holidays, nor after 3:00 p.m. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 p.m. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve personnel working will be guaranteed eight hours overtime pay.

B-4 On general cargo, breakbulk and bulk vessels regular Starting times shall be 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m., 3:00 p.m. and 7:00 p.m. on Monday through Saturday. On Sundays and holidays the starting times shall be 7:00 AM., 8:00 a.m., 1:00 p.m. and 7:00 p.m.

On car carrier vessels starting times shall be 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m. and 7:00 p.m. Tankers and ships at the bulk facilities, and vessels in distress may start any time between 7:00 a.m. and 7:00 p.m., but on all starts after 7:00 p.m., employees shall be

paid from 7:00 p.m.

Without regard to the above starting times, personnel may be ordered for shifting ships, handling lines and cleaning holds, and extra personnel may be added to gangs already working.

B-5 (A) All gangs for 7:00 a.m. through 3:00 p.m. starts must be ordered by 5:00 p.m. the previous day. Gangs for 7:00 p.m. starts must be ordered by 1:00 p.m. the same day. In the event weather or mechanical failure after 7:00 p.m. make it impossible for night gangs to finish a ship scheduled to complete before 8:00 a.m. the night gangs may be released and ordered back from shipside for a subsequent daytime start for work on that ship only, and the Union is to be notified as soon as the hall opens.

Gangs ordered for 7:00 p.m. start may be canceled no later than 4:00 p.m., 5:00 p.m. for weather and non-arrival as per clause B-8, but no reduction in the number of gangs so ordered for a particular ship may be made.

B-5 (B) The Union shall provide the capabilities for the employers to call in orders between 3:00 p.m. and 5:00 p.m. every day of the week (except the four no-work holidays) and between 6:00 a.m. and 7:00 a.m. for cancellations every day of the week (except the four no-work holidays).

B-6 Provided full gangs remain subject to the call of their employer, personnel ordered to work in gangs shall be paid the following applicable minimum:

Breakbulk Ships.....	4 hours
Bulk Ships.....	4 hours
Car Carriers .....	4 hours

Personnel in gangs ordered back for work after a meal hour shall be paid the following applicable minimum with running time shall be paid thereafter:

Breakbulk Ships.....	2 hours
Bulk Ships.....	2 hours
Car Carriers .....	2 hours

For the purpose of applying these minimums the gang is to be considered a unit, and separate minimums are not to be applied to replacements starting later than the gang.

On general cargo, breakbulk and bulk vessels, the following minimums shall apply:

Saturday .....	4+2 hours @ O/T rate
Sunday.....	4+4 hours @ O/T rate
Holidays.....	8 hours @ O/T rate

On car carrier vessels the following minimums shall apply:

Saturday .....	4+4 hours @ O/T rate
Sunday & Holidays.....	8 hours @ O/T rate

B-7 Extra personnel added to gangs and employees ordered for shifting ships, cleaning,

loading stores and other miscellaneous work not involving the loading or discharging of cargo shall be paid a minimum of 4 hours time; and personnel ordered for handling lines shall be paid a minimum of 4 hours time at the applicable straight-time or overtime rates, provided they remain subject to the call of their employer during that time.

B-8 On breakbulk vessels gangs ordered for 7:00 a.m. and 5:00 a.m. starts may be cancelled by 6:00 a.m. Gangs ordered for 10:00 a.m., 1:00 p.m. and 3:00 p.m. may be cancelled by 7:00 a. m. These cancellations refer to weather and non-arrival of vessel. If gangs are ordered for a new starting time for that day, such order shall be a firm and non-cancelable order.

On car carriers, gangs ordered for 7:00 a.m. and 8:00 a.m. starts may be cancelled two hours prior to start for weather and non-arrival for vessel. Gangs ordered for 10:00 a.m. and 1:00 p.m. may be cancelled by 7:00 a.m. Gangs ordered for 7:00 p.m. starts may be cancelled by 4:00 p.m. If gangs are ordered for a new starting time for that day, such order shall be a firm and non-cancelable order.

B-9 (A) On vessels working nothing but bulk cargo when night employees are not to work beyond 7:00 a.m. or when day personnel are not to work beyond 7:00 p.m. the breakfast or supper hour will not apply.

B-9(B) On breakbulk and car carrier vessels all meal hours when worked shall be paid for at one and a half times the prevailing rate. Meal hour pay is to be continued at one and a half times the prevailing rate until employees are released or meal hour is given.

B-9(C) On breakbulk and car carrier vessels, when gangs ordered for 7:00 a.m. or 8:00 a.m. are to work after 7:00 p.m. they must be notified by 5:00 p.m. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 5:00 p.m. delaying the finish the employees will observe the normal supper hour if so ordered and return to complete the vessel.

If the employees do not wish to remain after 7:00 p.m. the Union must provide new gangs for a 7:00 p.m. start if notified prior to 6:00 p.m. to fulfill the guarantee of the original gangs. Gangs ordered for 1:00 p.m. starts need not be so notified.

B-10 (A) On vessels loading or unloading general cargo and/or breakbulk cargoes, the following minimum gangs, including gang foremen, shall be used between point of rest and stowage:

(a) Ten employees including header.

(b) On vessels other than "fully automated vessels", when loading and/or unloading containers using ships gear or shore-side cranes, floating derricks, with sixty (60) containers or less per day, the four (4) hour guarantee will apply. A two (2) hour guarantee with running time when working containers after a meal hour for the duration of the vessel will apply. When over sixty (60) containers are worked in any one day period, the eight (8) hour guarantee at the automated manning and wages will apply.

Passenger vehicles have been agreed to, in principle, to be worked the same as the South Florida Agreement only after the agreement has been reviewed by the Joint Committee.

**(c) SMALL BOAT AGREEMENT**

1. For breakbulk vessels having a capacity of 500 gross registered tons or less (as listed in Lloyd's Registry), or for container vessels with a capacity of 500 TEU or less, the gang size shall be twelve (12) employees which shall include a foreman effective October 1, 1996; eleven (11) employees which shall include a foreman effective October 1, 1998. In these cases where mobile shoreside cranes are used, over which the ILA has no jurisdiction, the gang may be reduced by two (2) employees.
2. For ro-ro vessels having a capacity of 500 TEU or less, the gang size shall be nine (9) employees which shall include a foreman effective October 1, 1996; and eight (8) employees including a foreman effective October 1, 1998.
3. The above gang sizes are minimums only. If more than one gang is employed at the same time, one (1) additional person to be utilized as needed depending on local port custom will be employed.
4. Gangs ordered under this Small Boat Agreement shall receive a guarantee of four (4) hours and when reporting back after a meal hour shall receive an additional 2 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 automated container carriers regardless of the type of cargo.

B-10 (B) When loading/unloading scrap iron, a minimum of three (3) longshoremen shall be employed with each crane when chutes are being used and a minimum of two (2) longshoremen shall be employed with each crane when chutes are not being used. There will be one gang foremen to the ship.

B-10(C) When grab buckets or tubs are used with ship's booms and winches for handling bulk cargo, a minimum of five (5) employees per gang will be used, including the gang foreman.

B-10 (D) In lashing and shoring cargo, cleaning, fitting, etc., and any operations not listed above, the employer shall use the number of employees required to safely and efficiently perform the operation.

B-11 The following general safety work rules shall be used as guidelines to set up each port safety program:

**GENERAL CARGO**

1. The employer will at all times maintain his gear and equipment in good condition. Damaged or malfunctioning tools and equipment will be removed from service immediately. Gang foreman shall refuse to work with any defective gear.
2. Do not enter hold, decks, compartments or other spaces without adequate illumination.

3. Maintain good housekeeping in areas where personnel are to walk and work. Employees will keep the work area orderly and shall keep unnecessary material from underfoot at all times.
4. A first aid kit and one qualified first aider is to be close at hand. A stokes basket (equipped with hoisting gear), life ring with 90 ft. of line, and a ladder capable of reaching the waterline will be kept nearby each vessel.
5. Gang foreman must enforce these rules, and any worker found guilty of violating these rules or persisting on working unsafely shall be summarily dismissed by gang foreman. They will be replaced by another worker who will respect said rules.
6. No worker shall be allowed to shape up or remain on the job if under the influence of drugs or alcohol or is not physically qualified to safely perform all work to which he is assigned.
7. A known epileptic will not be referred to work unless he/she obtains a physician's written certification on a periodic basis stating that he/she is receiving medication to control or stabilize his condition; that he/she has not had a seizure during the period the medication has been administered; that he/she will not, in all medical probability, be susceptible to epileptic seizures while on medication; and that his/her epileptic condition will not otherwise impair his/her ability to perform the tasks required of him/her.
8. Smoking will be permitted on board ship and on piers in designated areas only. Smoking will not be allowed around hazardous cargo.
9. Gang foreman responsibilities: He/she shall be recognized as the key person around whom which the gang is formed. He/she is the one to direct the winch operator and through him/her proper stowing of cargo is assured. The safety of the gang as well as the cargo is up to him/her.  
  
He/she must be a rigger and able to relieve at the winches. He/she shall be recognized as being in charge of the gang. He/she is required to give his personal attention to removal of hatch covers and beams. Hatch covers must be piled neatly against bulwark. Hatch covers and beams must be stacked clear of the derrick guy and safely to prevent shifting. When hatch beams cannot be removed when loading or discharging, they must be securely fastened at each end to prevent shifting.
10. Employers will examine the cargo gear register on all vessels to assure that the gear has been properly inspected and tested. The operator will also inspect the equipment that he/she is to use. If winches or any other mechanical equipment are not in good working order, he/she must report the same to foreman.
11. From a safety standpoint, a winch operator shall take orders or signals from one person.
12. If, while operating the winches, the winch operator detects any defect in operation or unsafe condition, he/she will immediately report same to foreman.
13. In rigging ship's standing gear, care must be taken to protect the position of the

winch operator against swinging loads that could interfere with safe operation. Winch operators and hatchtenders are not to sit down unless a seat is provided. He/she must not put himself/herself in a position that he/she cannot perform safely, and to take proper signals.

14. When used, save-alls must be of proper length and properly secured.
15. Make sure connection hooks on large shackles are hardened.
16. No worker shall go up or go down hold's ladder while load is swinging in hatch way.
17. The employer is to insure portable ladders are of adequate strength and in safe condition.
18. Building Loads: When building loads, make sure that **NO** one piece is so placed that it may fall and injure someone.
19. Slings Up Loads: In slinging up a load, your hands should not be in a position to be caught by sling or bridles.
20. All loads are properly slung before being hoisted and no load to be lifted with a chain having a kink or twist. Personnel are not to stand in the loads line of travel, nor between the load and nearby fixed object, and shall always face the load.
21. Sling loads are hoisted and lowered only when there **IS** no danger of striking a person on the deck or dock, or who is ascending or descending a ladder in their hatch. It is the duty of the foreman and each worker to give warning to those who might be endangered.
22. Stowing of cargo in 'tween deck hatches: When lower holds are empty always leave sufficient space for passage between cargo and open hatch.
23. Lashing gear, crowbars, hammers, etc. shall not be thrown from one level to another.
24. Cargo which is covered and used as a work surface or walking area by employees will be examined for holes.
25. No hatch to double unless the employer determines there is sufficient space between whips to work safely.
26. Riding of the cargo hook, or any gear (excluding when specially designed for personnel or load attached thereto) is prohibited except in an emergency and under direct supervision of the foreman.
27. Sufficient slings shall be used when loading cotton and slings will be doubled to hook when hoisted from holds.
28. Dust masks should be worn when working any dusty cargo or in a dusty environment.

29. Bulk Cargo: Trimmers are to check in and out of the hold as a safety precaution.
30. Care should be exercised by employees in stacking all commodities regardless of location.
31. All wire preventors to be of sufficient length to run through eye and bit.
32. Stowing hatches and beams: 3 feet space around coaming and 15 feet from fall to fall.
33. There must be a 3 foot clearance around the hatch coaming in 'tween decks where cargo is worked below.
34. Proper ventilation should be provided to keep carbon monoxide concentrations below 50 parts per million (.005%) where internal combustion machines are being used.
35. When portable ladders are in use they shall be kept clear and secured.
36. Safety shoes are recommended, however, under no circumstances shall jogging shoes, tennis shoes or boat shoes be allowed. Proper clothing, covering arms and legs, affords protection against abrasion and laceration.
37. There shall be a telephone at each pier or wharf where vessels are being worked.
38. The safety practices agreed to herein shall be respected and enforced by both parties - premium or penalty pay for purposes of circumventing these practices shall not be paid.
39. When loading cargoes of loose pipe or similar commodities on deck, which extend above the height of the hatch coaming or railing, stanchions of sufficient strength for securing the pipe shall be constructed prior to loading. In no case shall the pipe or similar commodity, be stowed above the height of the stanchions.
40. When loading grain, the employers agree to make every effort to secure certificates from the elevator prior to loading ensuring no insecticide residues of a harmful nature are present in the grain.
41. Prior to the start of cargo handling operations a responsible representative of the employer shall ascertain from labels on cargo, from the hazardous cargo manifest, or from other shipping documents, what hazardous cargoes, if any, are to be handled and the general nature of the hazard. He/she shall inform employees of the general nature of the hazard, the importance of preventing damage to the cargo and special precautions to be taken. Employees are to be told what to do in event of a leak or spill.
42. Make sure all personnel in holds of ships are out before leaving.
43. When employees are required to work on cargo over 8 feet high in vessel hold or deck, suitable fall protection, safety lines or nets are to be placed at exposed edges.

**CAR CARRIER VESSEL  
GENERAL SAFETY RULES**

1. All drivers will have a valid state drivers license.
2. Safety vests are to be worn when designated by the employer.
3. Employer supplied over-alls will be worn when required.
4. Drivers will adhere to all traffic signals, stop signs, etc. unless otherwise directed by authorized flagman.
5. Drivers will not deviate from traffic patterns established by the employer.
6. No smoking, consuming beverages or eating when operating vehicles.
7. No smoking on vessel.
8. Employer will be immediately notified when accidents or injuries occur.
9. Employer reserves right to designate shuttle drivers.
10. All drivers will wear clean work clothes.
11. Lashing gear will be removed from the working area at the employers direction.
12. Drivers will operate vehicles in a safe manner at all times.
17. It is the intention and purpose of all parties hereto that no provision or part of this agreement shall be violative of any Federal or State law.

Agreed to this 15<sup>th</sup> day of August. 2001.

FOR THE JMA:            FOR THE ILA:

\_\_\_\_\_  
James R. Gray, Jr.  
Executive Director

\_\_\_\_\_  
Charles F. Spencer  
President. Local 1408

\_\_\_\_\_  
Steven Penna  
Port Negotiator

\_\_\_\_\_  
Pemell Crane  
Vice President, Local 1408

CLERKS AND CHECKERS AGREEMENT  
BETWEEN THE  
SOUTH ATLANTIC EMPLOYERS' NEGOTIATING COMMITTEE  
AND THE  
SOUTH ATLANTIC & GULF COAST DISTRICT  
OF THE  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

1. This agreement was made and entered into on the 15<sup>th</sup> day of August, 2001, between the Jacksonville Maritime Association representing its direct employer members, hereinafter known as the party of the first part and the South Atlantic & Gulf Coast District of the International Longshoremen's Association representing its subordinate Local # 1593, hereinafter known as the party of the second part.

Wages to become effective October 1, 2001.

2. This agreement and all Memorandums of Understanding shall be in effect until midnight September 30, 2004, and covers all work as designated herein at the Port of Jacksonville, Florida.

3(A) Wages per hour, according to job classifications, shall be in accordance with the provisions of clause A-1 and B-1 (with the provision that the contract will be reopened after the second year for wages only on general cargo, breakbulk and bulk cargo):

3(B)(1)(A) The employers agree to contribute into the fund for Welfare and Pension benefits for all hours for which persons receive pay the following amounts per hour effective as indicated:

Effective 10/1/01:

\$10.65 Container Hours	\$9.20 Car Carrier Hours	\$8.70 All Other Hours
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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.

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. 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 terms and conditions of the Master Contract paragraphs 5(a) and 5(b).

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 of the Master Contract). 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.

These funds shall continue to be administered on a local basis by a Board of six (6) trustees.

It is agreed that either party of the funds established under this agreement may increase the number of trustees by mutual consent of the trustees of the Board involved. It is further agreed that regardless of the number of trustees on either side being unequal, the voting rights of each side shall remain equal.

3(B)(1)(b) Container Royalty. The employers also agree to pay into a fund for supplemental cash benefits the amounts set forth below as a royalty when loading or discharging containers which are twenty (20') feet or more in length and which have not been stuffed or will not be stripped by personnel employed under this agreement.

(a) On conventional ships, thirty-five cents (35¢) per gross ton.

(b) 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 container, seventy cents (70¢) per gross ton.

(c) 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 container, seventy cents (70¢) 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 percent (40%) of the ship's bale cube has been fitted for containers, one dollar (\$1.00) per gross ton.

The above fund shall continue to be administered on a local basis by a Board of Six (6) trustees.

It is agreed that either party of the funds established under this agreement may increase the number of trustees by mutual consent of the trustees of the Board involved. It is further agreed that regardless of the number of trustees on either side being unequal, the voting rights of each side shall remain equal.

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.

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 53 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 53 million tons

per contract year shall be distributed for supplemental cash benefit purposes.

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 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.

The total royalty contributions to be made to the fund provided 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).

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 \$16,500 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 employees 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 \$16,500 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 those who have been paid the maximum benefits.

The third container royalty, equal to the first container royalty listed above shall be paid into the same fund as the first container royalty, and administered by the same Board of six trustees as previously detailed. These two container royalties must be used only and exclusively for cash disbursements to the employees. Terms and conditions of the disbursement to be determined by the trustees.

The first and third container royalty dollar shall be paid to the local container royalty fund in each port. Normal expenses up to \$250,000 will be allowed to each port for administrative expenses and container inspectors and will be paid from the container

royalty fund.

Each party shall appoint three of the trustees to administer the local funds described hereinbefore in paragraph 3(B)(1)(A) and the first and third container royalty funds established in this paragraph 3(B)(1)(B), to serve until they resign or are replaced by the party they represent. The local port employer and ILA representatives and the trustees of each local container fund shall be bound by this agreement and shall have no authority to provide otherwise except that the parties agree that each port shall have the right to administer and establish by rule and regulations each container royalty fund.

3(B)(2)(A) A District Escrow Fund is established for the purpose of collecting and supplying funds for the District Vacation and Holiday Fund. The District Escrow Fund and District Vacation and Holiday Fund shall be administered by a board of 12 trustees. Six trustees shall be appointed by the Unions who are party to this agreement, one of whom shall represent the Clerks and Checkers. Six trustees shall be appointed by Management, who are party to this agreement.

It is agreed that either party of the funds established under this agreement may increase the number of trustees by mutual consent of the trustees of the Board involved. It is further agreed that regardless of the number of trustees on either side being unequal, the voting rights of each side shall remain equal.

The trustees of the District Escrow Fund shall also be the trustees of the Vacation and Holiday Fund.

3(B)(2)(A)(1) Funding of the District Escrow Fund shall be accomplished as follows:

(a) A South Atlantic premium (also known as the second container royalty) of 35¢, 70¢ or \$1.00 per long ton on containerized cargo will be paid to the District Escrow Fund. (This premium is to be paid on the same basis as the container royalties covered in paragraph 3(B)(1)(B)(a)(b)(c)(d). In the event container royalties covered by these paragraphs are changed, the same will also apply to this premium.) This assessment applies only to cargo not handled into or out of a container by the ILA.

(b) All employers of ILA personnel working under the terms land conditions of the Deep-Sea Longshore Agreement or the Deep-Sea Clerks and Checkers Agreement, or those personnel shown in paragraph 3(B)(4), shall pay an assessment of .615¢ per man-hour to the District Escrow Fund.

(c) Beginning October 1, 1997, the employers shall pay the tonnage and man-hour assessments presently in effect for non Carrier Container Council members.

\$.25 per long ton on breakbulk and Rule 1 containerized cargo

\$.60 per long ton on Rule 2 containerized cargo

\$.0025 per long ton on bulk cargo

\$.40 per unit on passenger autos and light trucks under 4000 pounds

(d) During the life of this contract, the employers shall not be obligated to pay any additional tonnage, man-hour or other assessments to the District Escrow Fund.

(e) The collection of the assessments shall be the responsibility of the trustees and

Administrator of the District Escrow Fund and the provisions of clause 15(A)(2) shall be followed in the collection of delinquent assessments.

(f) It is further agreed that the assessments while to be collected and paid over by the contracting stevedore, are the sole responsibility of the party ordering the contracting stevedore to perform the work (private or governmental) and the contracting stevedore is obligated to obtain a signed agreement from the party ordering the work that he will be bound by this contract. Should the party ordering the contracting stevedore to perform the work fail to pay the established assessments, and notwithstanding the provisions of clause 15(A)(1), the employees shall not be required to work for the defaulting party ordering work by any contracting stevedore until the debt is paid in full. Should the contracting stevedore fail to obtain the signed agreement, then the contracting stevedore shall be held responsible for the assessments.

3(B)(2)(A)(2) A District Trust Fund to administer the Vacation and Holiday Fund disbursements shall also be established. It shall receive its funding from the District Escrow Fund.

(a) 16 paid holidays to clerks and checkers or those personnel shown in Paragraph 3(B)(4), only who have worked 700 hours or more in the current contract year.

(For the purpose of paying the 16 holidays provided for in, this paragraph, the holidays will be those as shown in paragraph A-3 and B-3 and February 12, Abraham Lincoln's Birthday; 3rd Monday in February, George Washington's Birthday; March 17, Thomas Gleason's Birthday; 2nd Monday in October, Columbus Day; November 11, Armistice Day; National Election Day, one annually.)

(b) Vacations of from 1 week to 6 weeks based on the following criteria: All longshoremen and clerks and checkers who have worked':

700 hours or more in the current contract year .....	1 week vacation
700 hours or more in the 2 consecutive previous contract years .....	2 weeks vacation
700 hours or more in the 6 consecutive previous contract years .....	3 weeks vacation
700 hours or more in the 12 consecutive previous contract years .....	4 weeks vacation
700 hours or more in the 15 consecutive previous contract years .....	5 weeks vacation
700 hours or more in the 20 consecutive previous contract years .....	6 weeks vacation

(c) Trustees are authorized to set such requirements as are needed to be furnished validated records from each local Pension and Welfare office within the District.

(d) Refer to the agreement on the South Atlantic DEF Shortfall dated November 9, 2000, at Tampa, Florida with the exception of #3. (See Appendix 16-1).

(e) In the event the USMX/CCC Agreement on the South Atlantic DEF Shortfall is not lived up to, the trustees will distribute the funds available biased on the following formula:

Total available funds will be divided by total number of vacation and holiday benefit hours to be paid determined in accordance with the existing formulas for determining years of service and entitlement to benefits.

(f) 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.

(g) 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) of the Master Contract 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.

(h) 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.

(i) 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.

¶ 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 fourth 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.

(k) 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 nonpermanent total disability shall be established by the trustees of each port or district plan.

3(B)(3) In the event the ILA shall consider supplying labor to an employer not a party to this agreement at conditions which would depart from the provisions of this contract, the ILA shall first give advance notice of such intent to the employers party to this agreement. Further, that such conditions for the particular work to be performed for an employer not bound by the provisions of this agreement shall also be made applicable to the employers party to this agreement for the same type of work. The employer likewise agrees to give the ILA advance notice of any potential new business proposed to them which would or could result in a departure from this agreement. In the event the

employers should enter into an agreement with any other local of the ILA containing terms more favorable than those set forth herein for the performance of work covered by this contract, such terms shall automatically apply to employees covered under this agreement.

3(B)(4) Personnel working under ILA contracts other than the ILA/SAENC Deep-Sea Longshore and the Deep-Sea Clerks and Checkers agreements and who are presently participating in the Pension and Welfare Funds, the Container Royalty Funds and Vacation and Holiday Funds of the District Escrow Fund, as well as new personnel in the same job classifications as those presently participating who may subsequently be working under an ILA contract may participate in such funds, provided the employers of such personnel have signed agreements with the trustees of such funds agreeing to make the contributions specified in the ILA/SAENC agreements and abide by the terms and conditions of the trust agreements covering such funds. No employees shall receive benefits from the Funds that exceed the benefits set forth in the ILA/SAENC Deep-Sea Longshore and Deep-Sea Clerks and Checkers agreements.

4. The workweek will begin at 7:00 a.m. on Monday and will end at 7:00 a.m. on the following Monday. A day is defined as the 24-hour period commencing at 12:01 a.m. and ending at 12:00 midnight.

5(A) Differentials in accordance with clauses 5(A)(1)(2)(3) of Longshore agreement and the same rates shall be paid weighers, samplers, tallymen and checkers covered by this agreement.

5(B)(1) A differential of 25¢ per hour in straight time and \$7.5¢ per hour in overtime will be added to the rates specified in clauses A-1 and B-1 (whichever is applicable) for work performed in refrigerator compartments, refrigerator holds, refrigerator containers, refrigerator trucks or refrigerator cars whenever cargo is being handled that has been or will be carried at temperatures below 32° Fahrenheit. When handling refrigerated cargo in conjunction with ice, the same differential will apply while handling such cargo and while handling the ice. These differentials will be paid to employees assigned to checking the hatch involved.

5(B)(2) Personnel ordered for work on refrigerated cargo will be notified in advance in order that they may secure sufficient clothing. In the event employees are not so notified prior to reporting for work that they will be handling cargo that has been or will be carried below 32° Fahrenheit, they shall not be required to handle such cargo.

5(C)(1) All personnel assigned to ships loading or discharging explosives or radioactive material of a type requiring a U.S. Coast Guard permit handled over or at explosive facilities, including linehandlers when they are required to stand by, will be paid double the straight time or overtime rate (whichever is applicable) as specified in clauses A-1 and B-1 (whichever is applicable). Small arms ammunition and firecrackers shall not be construed as explosives.

5(C)(2) When personnel at other than explosive facilities such as Sunny Point or St. Mary's are working a vessel which contains explosives, other than commodities such as small arms ammunition or firecrackers, all employees, including dockmen, and linehandlers working the vessel will be paid at double the straight time or overtime rate (whichever is applicable) as specified in clauses A-1 and B-1 (whichever is applicable).

Explosive pay only applies to personnel working the vessel which contains explosives in all ports other than Sunny Point and St. Mary's. All other port practices remain the same.

5(D) A differential of 50¢ per hour in straight time and 75¢ per hour in overtime will be added to the rates specified in clauses A-1 and B-1 (whichever is applicable) for personnel actually working in the holds where equipment powered with internal combustion engines is in use. The provisions of this clause are waived when adequate blowers are in use. Adequate blowers shall meet the requirements of paragraph 1504.93 of the Federal Safety and Health Regulations for Longshoring.

5(E) None of the differentials provided above shall be paid unless the employees are so employed for fifteen minutes or more of continuous work.

6. Personnel assigned to hatches handling cargo damaged by fire, water or oil, where such damage causes unusual distress or obnoxious conditions, or where such damage results in cargo being in unnatural form to the extent of causing unusual distress or obnoxious conditions, shall be paid double the straight time or overtime rate specified in clauses A-1 and B-1 (whichever is applicable).

Personnel assigned to hatches handling cargo where obnoxious odors are present and these obnoxious odors are not inherent in the type of cargo shall be paid double the straight time or overtime rates specified in clauses A-1 and B-1 (whichever is applicable).

Damaged cargo rates shall not be paid when sound cargo is handled from such compartments where the obnoxious conditions no longer prevail.

Damaged cargo rates shall not be paid for wet cargo if the cargo has dried out sufficiently so that no unusual distress is caused and no obnoxious conditions prevail.

7(A) When vessels are worked because of fire or where property is in danger on any of the four "no work" holidays, double the straight time rates as specified in clauses A-1 and B-1 (whichever is applicable) will be paid. Where such work is under the conditions specified in clause 6, double the overtime rates as specified in clauses A-1 and B-1 (whichever is applicable) will be paid.

7(B) On Election Day when employees go to work at 7:00 a.m. or 8:00 a.m. starts, they must be relieved by 5:00 p.m. to have time to vote. Employees reporting for work on 1:00 p.m. starts will vote prior to reporting for work. Employees may be let off or staggered to accommodate the ability for all personnel to have time to vote. Employees will return to work at 7:00 p.m. with the continuation of the original order if so required.

8(A) The phrase "personnel ordered" as used herein is understood to apply only to new orders. It is not considered a new order when employment is interrupted solely due to meal period or when employees are shifted between job classification or job locations by an employer. In the event employees are not kept on the payroll but are released by an employer and ordered back for a subsequent starting time, it is considered a new order. For starts at 7:00 p.m. for which employers order new gangs of longshoremen, or for which replacement gangs are ordered, they shall also order the required clerks and checkers as a new order and guarantee.

8(B) Any work remaining to be done at 7:00 a.m. after employees have worked through the night from 7:00 p.m. the previous evening shall normally be done by fresh employees called out to start work at 7:00 a.m. as replacements for the night personnel. However, the night personnel shall continue to work beyond 7:00 a.m. whenever:

(a) Qualified fresh employees are not available, or

(b) The work remaining to be done at 7:00 a.m. is not more than four hours (personnel working beyond the four hours shall be paid at an applicable guarantee - on container ships, a person working past 11:00 a.m. will get 8 hours guarantee from 8:00 a.m. that morning; on break bulk and bulk ships, a person working through the night and past 11:00 a.m. will be guaranteed four hours from 11:00 a.m., or

(c) In the event rain or mechanical failure during the night; prevents a vessel that would have completed with the night gangs from finishing the Union agrees to furnish emergency personnel if the employer places the order at or before 7:00 a.m.

9. Port Limits. For the purpose of this contract, are defined as the boundaries of the area extending from the St. Johns River jetties along both banks and continuing up the river to Palatka, Florida, and vicinity. It shall also include Fernandina Beach, Florida. If the port expands beyond the port limits of Jacksonville or Fernandina Beach as set forth above during the life of this contract, the port limits as defined in this section will be extended to include that expansion.

Bus transportation to Blount Island terminals shall be provided when required.

10. Personnel shall be paid on a 30-minute basis and when they work five minutes or more of any 30-minute period, they shall be paid for the full 30 minutes.

11. (A) The following meal hours are to be observed:

Breakfast.....	6:00 a.m. to 7:00 a.m.	Midday
Dinner.....	12:00 Noon to 1:00 p.m.	
Supper.....	6:00 p. m. to 7:00 p. m.	
Midnight Lunch.....	12:00 Midnight to 1:00 a.m.	

11 (B) Employers will make arrangements to furnish drinking water in a sanitary manner to the employees on the ship and on the dock. Ice water end sanitary cups will be supplied by the employers.

12(A) A weekly payroll shall apply in all South Atlantic ports.

12(B)(1) Subject to the limitations of applicable State and Federal laws, the employer agrees to deduct from the wages of the employees working under this agreement National, District and Local Union fees and contributions to the ILA/AFL-CIO Committee on Political Education, provided, however, that there first be presented to the employer, a signed, dated and witnessed authorization of the employee authorizing such deductions from his/her wages and authorizing payment of the same directly to the appropriate entity. Such authorization shall contain such employees' Social Security Number.

12(B)(2) The employer agrees to make remittances on a Weekly basis seven days following the payroll of the amounts deducted from employee's wages. An administrative fee of 2% of the check-off will be deducted by the employer. The National and District Union fees to be sent to ILA headquarters in New York, New York; Committee on Political Education Union fees to be sent to ILA headquarters in New York and the balance of the Union fees sent to the office of Local ILA. Should an employee revoke the Authorization, the employer further agrees to immediately notify the Local ILA office.

12(B)(3) The South Atlantic & Gulf Coast District of the ILA agrees to 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 compliance with any provision of this clause 12.

13(A) Each employer reserves the right to choose his employees from among the personnel available and qualified. Without in any way restricting this right, this will be done in accordance with Section 14 of this agreement.

The employer also reserves the right to hire and discharge. It is recognized that the employer has the right to utilize personnel in the combination of job classifications 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. (B) 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:

1. **PILFERAGE**: The ILA Locals parties hereto agree to make every effort to prevent pilferage or broaching of cargo, and any person found guilty of such broaching, or pilfering, or knowingly having broached or pilfered cargo in his/her possession, will be disciplined as follows:

### **PENALTIES:**

First Offense -Sixty (60) days suspension from work through any and all ILA Hiring Halls covered under this agreement.

Second Offense -Ninety (90) days suspension from work through any and all ILA Hiring Halls covered under this agreement.

Third Offense- Permanent suspension from work through any and all ILA Hiring Halls covered under this agreement.

### **2. VIOLENCE**

(A) Display or Possession of Weapons. When anyone employed under the terms of this agreement, or in the exercise of any official capacity under the terms of this agreement, is found guilty of displaying or knowingly possessing a dangerous weapon at any facility normally considered a work place under this agreement, the following penalties shall apply:

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

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

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

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

(C) Battery. When anyone employed under the terms of this agreement or in the exercise of any official capacity under the terms of this agreement is found guilty of beating or using physical violence on a person, without that person's consent, the following penalties shall apply:

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

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

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

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

3. INTOXICATION. When anyone employed under the terms of this agreement or in the exercise of any official capacity under the terms of this agreement is found guilty of being intoxicated at any facility normally considered a work place or bringing intoxicants on the premises at any facility normally considered a work place under this agreement, the following penalties shall apply:

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

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

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

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

#### **4. POLICY ON DRUGS**

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

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

Early recognition and treatment of chemical dependency problems is important for successful rehabilitation; economic return to the industry, and reduced job disruption. The Parties support sound drug abuse treatment and rehabilitation efforts, and it is agreed that constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal industry benefits, such as the group medical plan, in many cases are available to give help in the rehabilitation process.

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

It is hereby specifically understood that violations involving alcohol shall continue to be handled in accordance with Paragraph 13(E)(3) of the Collective Bargaining Agreement.

**ILLEGAL DRUGS:** Illegal drugs, for the purpose of this policy, include (a) drugs which are not legally obtainable and (b) drugs which are legally obtainable but have been obtained illegally. The sale, purchase, transfer, use or possession of illegal drugs, as defined above, by employees on the work premises or while on employer business is prohibited. Arriving on the work premises with detectable levels of any illegal or illegally obtained drugs is prohibited. This prohibition applies to any and all forms of narcotics, depressants, stimulants, or hallucinogens whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

**POLICY ENFORCEMENT:** A drug test may be required upon reasonable notice made

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

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

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

Anyone found guilty of possession, use of, or other dealings in narcotics or other illegal substances (other than drugs which have been prescribed by a licensed physician) while employed under the terms of any Collective Bargaining Agreement between the Parties or any Memorandum of Understanding, or any other agreement between the parties shall immediately be suspended from employment for a period of ninety (90) days. A second offense shall result in permanent suspension from employment. A refusal to be tested shall be grounds for immediate discharge and immediate suspension from employment for a period of ninety (90) days. A second violation or offense shall result in permanent suspension from employment.

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

Any individuals who seek reinstatement shall be required to sign a written agreement that for a period of three (3) years from the date of reinstatement that they will agree to take random drug screen tests upon reasonable notice mode through the Local Welfare Fund office.

**THIRD CHANCE:** 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.

1. 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.

2. Reasonable criteria in each port or district shall be established under which the individual shall prove their drug-free status, including periodic testing.

3. Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination.

4. 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:

1. 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.

**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 various Collective Bargaining agreements. Resolutions reached on any and all disputes under the Grievance Procedure and Arbitration clauses in the various Collective Bargaining agreements shall be binding on all parties.

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

Amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids, ethanol, methadone methaqualone, opiates, phencyclidine and propoxyphene.

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

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

5. **ENFORCEMENT.** An individual shall be subject to the penalties provided herein when found guilty of any misconduct charges listed above when his guilt is established by a forum properly constituted under Union By-laws and/or Hiring Hall procedures, by a

committee or arbitrator as provided under the grievance and arbitration procedures of this agreement, or by a court of law or a governmental agency of competent jurisdiction.

Personnel suspended as a result of misconduct shall lose seniority for the period of the suspension. Should any of the misconduct offenses occur in the Hiring Hall areas, it shall carry the same penalty as occurring at the work sites, and a committee of duly appointed or elected persons who work under the terms and conditions of this Collective Bargaining Agreement shall judge the guilt or innocence of persons charged with misconduct in the Hiring Hall area.

13(F) 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 employer had prior to signing of this agreement are retained by employer.

14. Seniority rules shall be decided and enforced on a local basis.

15. (A)(1) During the term of this agreement, the employer agrees that there shall be no lockouts of the members of the Union, and Union agrees that there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slowdown, or any other interruption or stoppage, total or partial, of the employer's operation for any cause whatsoever; such causes including but not limited to unfair labor practices by the employer or violations of this agreement. The right of employees not to cross a bona fide picket line is recognized by the employer. The Union shall not be financially responsible for strikes or walkouts not authorized or assented to by the Union.

15. (A)(2) If the Administrator of any fund established under the terms of this agreement determines that an employer is delinquent in paying the requisite assessments, contributions, royalties or other required payments to the fund when due, he/she shall immediately notify the Union party hereto with copy to the delinquent employer. If within 7 days the employer does not either convince the Administrator he is in fact not delinquent or pay the delinquent account, the Union will be released from its obligations under clause 15(A)(1) to continue to work for that employer and shall not dispatch personnel to that employer until the delinquency is ended. The employer shall be liable not only for the amount of the delinquency, but for attorney fees, auditing fees, court costs and all other related collection expenses. In the event of disagreement as to the applications of the above, the dispute shall be settled as a grievance under the procedure of clause 15(B), but omitting the Port Grievance Committee and being referred directly to the District Grievance Committee.

15. (B) Matters under dispute which cannot be promptly settled between the Local and an individual employer shall, no later than forty-eight hours after such discussion, be referred in writing covering the entire grievance to a Port Grievance Committee composed of one member from a company not involved in the dispute, The port employer member of the Joint Negotiating Committee, the port union member of the Joint Negotiating Committee and a Union member not involved in the previous attempts to settle the dispute. In the event this Port Grievance Committee cannot reach agreement within five (5) days after receipt of the complaint, the written record of dispute shall be referred to the Joint Negotiating Committee, which will function as a District Grievance Committee on the following basis:

There must be present at the Grievance Committee meeting at least three regular employer members and three regular Union members, in addition to the members from the Port originating the dispute as these latter members may participate in the discussion but may not vote. Each side shall have four votes, and if the fifth member of either side is absent he shall authorize his vote to be cast by one of the voting members in attendance. This Grievance Committee shall meet at least quarterly, and in the case of urgent matters it shall make every effort to meet as soon as possible.

A majority decision of this Committee shall be final and binding on both parties and on all employers signing this agreement. In the event the Committee is unable to reach a majority decision within seventy-two (72) hours after meeting to discuss the case, it shall employ a professional arbitrator whose expenses and fees, as well as those of any expert witnesses required by the arbitrator are to be borne, jointly by the Management and the Union of the port concerned. Should the Committee be unable to agree on selection of an arbitrator, they shall request the assistance of the Federal Mediation and Conciliation Service in designating a suitable arbitrator. Expenses of the employer members of the District Grievance Committee are to be borne by the port employers, and the union members of the District Grievance Committee by the ILA.

In the selection of an arbitrator, thought will be given to a person who is knowledgeable and familiar with the problems of the longshore industry.

Any decision in favor of an employee involving monetary aspects or discharge shall require the employer involved to make financial restitution from the time of the complaint concerned, whereas decisions involving working methods or interpretations shall take effect seventy-two (72) hours after being rendered.

15. (C) The above mentioned Joint Negotiating Committee shall consist of any employer's side of five members, one each from Wilmington, North Carolina; Charleston, South Carolina; Savannah, Georgia; Jacksonville, Florida and Tampa, Florida; and a union side of one ILA representative from each of these ports.

Each employer vacancy shall be filled by the port with the vacancy, and each union vacancy shall be filled by the port with the vacancy.

15. (D) The Joint Negotiating Committee, upon written request of any employer signatory to this agreement, or any Local covered by this agreement shall determine whether new commodities or new types of packing present hazards or discomforts in handling which make it necessary to add such items to now existing penalty classifications. Such decisions shall be final and binding on all signatories to this agreement, but where no majority decision is reached by the Committee, this shall constitute a denial of such addition.

15. (E) It is understood and agreed that there will be no changes made in the agreement except by mutual consent in writing and with the full knowledge of all members of the Joint Negotiating Committee. All interpretations of this agreement will be made in accordance with the provisions of clause 15.

15. (F) 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 this agreement, the employers will not be required to negotiate on any further matters

affecting these or other subjects not specifically set forth in this agreement. Anything not contained in this agreement shall not be construed as being part of this agreement.

16. 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.

The requirements of the Occupational Safety and Health Administration shall be binding on both Parties. All personnel reporting for work must be dressed so that no additional hazard is created and must wear safety shoes and hard hats.

It shall be mandatory that each port have a viable, actively working safety program. These programs will be administered by a Joint Committee of Management and Labor in each port and shall utilize the following general work rules; and also encompass safety and health matters arising under various statutes, including the Occupational Safety and Health Act.

17. It is the intention and purpose of all parties hereto that no provision or part of this agreement shall be violative of any Federal or State law.

It is also the intention and purpose of all parties hereto that all provisions or parts of this agreement relating to containerization and fringe benefits shall be in accordance with the Master Contract.

18. All past port practices being observed may be reduced to writing in each port.

**A-1. Wages for container and ro-ro vessels are listed as follows.**

**CONTAINER WAGES:**

<u>Effective 10/1/01</u>		<u>Effective 10/1/02</u>		<u>Effective 10/1/03</u>	
<u>S/T</u>	<u>OT</u>	<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>
(a) Chief shipside clerks: (head checker)					
\$27.60	\$41.40	\$28.60	\$42.90	\$28.60	\$42.90
New personnel entering the industry October 1, 1996 to September 30, 2001:					
\$17.60	\$26.40	\$18.60	\$27.90	\$18.60	\$27.90
New personnel entering the industry October 1, 2001, and after:					
\$16.60	\$24.90	\$17.60	\$26.40	\$17.60	\$26.40
(b) Timekeepers, plan clerks:					
\$27.35	\$41.025	\$28.35	\$42.525	\$28.35	\$42.525
New personnel entering the industry October 1, 1996 to September 30, 2001:					
\$17.35	\$26.025	\$18.35	\$27.525	\$18.35	\$27.525

New personnel entering the industry October 1, 2001, and after:

\$16.35 \$24.525	\$17.35 \$26.025	\$17.35 \$26.025
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(c) T.I.R. clerks, bookmen, cargo spotters - Sunnypoint only:

\$27.10 \$40.65	\$28.10 \$42.15	\$28.10 \$42.15
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New personnel entering the industry October 1, 1996 to September 30, 2001:

\$17.10 \$25.65	\$18.10 \$27.15	\$18.10 \$27.15
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New personnel entering the industry October 1, 2001, and after:

\$16.10 \$24.15	\$17.10 \$25.65	\$17.10 \$25.65
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(d) Receiving and delivery clerks:

\$26.30 \$39.45	\$27.30 \$40.95	\$27.30 \$40.95
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New personnel entering the industry October 1, 1996 to September 30, 2001:

\$16.30 \$24.45	\$17.30 \$25.95	\$17.30 \$25.95
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New personnel entering the industry October 1, 2001, and after:

\$15.30 \$22.95	\$16.30 \$24.45	\$16.30 \$24.45
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(e) Weighers, tallymen, checkers and samplers:

\$26.10 \$39.15	\$27.10 \$40.65	\$27.10 \$40.65
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New personnel entering the industry October 1, 1996 to September 30, 2001:

\$16.10 \$24.15	\$17.10 \$25.65	\$17.10 \$25.65
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New personnel entering the industry October 1, 2001, and after:

\$15.10 \$22.65	\$16.10 \$24.15	\$16.10 \$24.15
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A-2. On container and ro-ro vessels the basic working day shall consist of 8 hours and the basic working week shall consist of 40 hours. Personnel shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in clause A-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in clause A-3, straight time rate shall be paid for any work performed from 8:00 a.m. to 12:00 Noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in clause A-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in clause A-5 (A) for work during meal hours.

A-3. The following holidays will be observed on container and ro-ro vessels:

January 1.....	New Year's Day
January, 3rd Monday .....	M.L. King's Birthday
February, 3rd Monday.....	Washington's Birthday

Good Friday ..... Good Friday  
May, Last Monday..... Memorial Day  
July 4 ..... Independence Day  
September, 1 st Monday ..... Labor Day  
November 11 ..... Armistice Day

November, 4th Thursday.....	Thanksgiving Day
December 24 .....	Christmas Eve
December 25.....	Christmas Day
December 31 .....	New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas` Day, nor before 7:00 a.m. on the days following these holidays, nor after 3:00 p.m. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 p.m. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve personnel working will be guaranteed eight hours overtime pay.

A-4 (A) On container and ro-ro vessels regular starting times shall be 7:00 a.m., 8:00 a.m., 1:00 p.m. and 7:00 p.m.

A-4 (B) Flex-time may be negotiated on a local port basis, but shall be in accordance with the Master Contract.

In an effort to better utilize facilities and improve service to the shipping public a flex-time may be instituted using the following guidelines. The normal work day shall consist of eight (8) hours from 8:00 a.m. - 5:00 p.m.

Longshore employees, who are employed in support of the expanded hours of gate operations provided for in the Flex-time Agreement in the Master Contract, shall be employed as follows:

(a) Eight (8) hours of work starting at 6:00 a.m., 7:00 a.m., 8:00 a.m., 9:00 a.m., 10:00 a.m., 1:00 p.m. and 3:00 p.m.

(b) Meal periods shall be provided for in accordance with local regulations.

(c) Hours worked prior to 8:00 a.m. and after 5:00 p.m. will be paid at 1.25 of the straight time rate.

(d) All hours worked in excess of eight (8) consecutive hours within any 24 hour period, excluding meal hours, will be paid at 1.5 of the straight time rate.

(e) Implementation of the above is subject to similar agreements of other crafts on a local basis.

A-4(C) An additional starting time of 12:00 Midnight is established for "Fully Automated" vessel operations. Gangs and/or individuals ordered for the 12:00 Midnight starting time shall receive six (6) hours time at overtime rate plus two (2) hours at double overtime rate. Gangs and/or individuals ordered for 12:00 Midnight starts will not be worked past 7:00 a.m.

A-4. (D) All employees for 7:00 a.m. through 1:00 p.m. starts must be ordered by 5:00 p.m. the previous day. All personnel for 7:00 p.m. end 12:00 Midnight starts must be ordered by 1:00 p.m. the same day. In the event weather or mechanical failure after 7:00 p.m. makes it impossible for night personnel to finish a ship scheduled to complete

before 8:00 a.m., the night personnel may be released and ordered back from shipside for a subsequent daytime start for work on that ship only. Personnel ordered for 7:00 a.m. through 8:00 a.m. starts may be canceled or modified by 5:00 p.m. the previous day.

On container and ro-ro vessels, employees ordered for 1:00 p.m. starts may be canceled or modified no later than 7:00 a.m. Personnel ordered for 7:00 p.m. or 12:00 Midnight starts may be canceled no later than 4:00 p.m. Personnel ordered to work for 7:00 a.m. or 8:00 a.m. starts may be canceled or modified no later than one hour before the start when it appears there shall be weather conditions that will prevent commencement of work as planned. If employees are ordered for a new starting time for that day, such order shall be a firm and non-cancelable order. In the event the employer cancels 7:00 a.m. or 8:00 a.m. calls one hour before the start due to weather conditions, the employees are to receive 4 hours call time at the applicable rate.

A-4 (E) Personnel ordered to work shall be paid at straight time or overtime rates, whichever is applicable as specified in paragraph A-1 provided they report and remain subject to the call of their employer. Personnel ordered to work shall be paid the following applicable minimum:

Container Ships .....	8 hours
Container Vessels (with 80 moves or less).....	4 hours
Stuffing/Stripping of Containers.....	4 hours

In the event employees are ordered for 7:00 a.m., they shall be paid one hour overtime from 7:00 a.m. to 8:00 a.m. Guarantee begins at 8:00 a.m.

Personnel ordered back for work after a meal hour shall be paid the following applicable minimum with running time thereafter:

Container Ships .....	4 hours
Stuffing/Stripping of Containers.....	2 hours

On container and ro-ro vessels, personnel who work on Saturdays, Sundays and holidays will be paid a minimum of eight (8) hours overtime.

A-4 (F) Personnel ordered for 7:00 a.m. starts on container and ro-ro vessels and car carriers shall be paid one hour overtime from 7:00 a.m. to 8:00 a.m. and the minimum shall be computed from 8:00 a.m. The minimum for an 8:00 a.m. start shall be computed from 8:00 a.m.; for 1:00 p.m. starts, 1:00 p.m.; for night starts, 7:00 p.m.

A-4 (G) Inasmuch as the work of chief clerks, timekeepers, plan clerks and R/D clerks is not necessarily completed at the time loading and/or discharging gangs are released, then such clerks shall remain until their work is completed.

A-5 (A) When working on container and ro-ro vessels all meal hours when worked shall be paid for at double the overtime rates specified in clause A-1 except for the midday dinner hours on Monday through Fridays, holidays excepted; and for such midday dinner hours double the straight time rates specified in clause A-1 shall be paid. Meal hour pay is to be continued until employees are released or meal hour is given.

A-5 (B) On container and ro-ro vessels, when personnel ordered for 7:00 a.m. or 8:00 a.m. are to work after 7:00 p.m., they must be notified by 4:00 p.m. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 4:00 p.m. delaying the finish, the employees will observe the normal supper hour if so ordered and return to complete the vessel.

If the employees do not wish to remain after 7:00 p.m., the Union must provide new personnel for a 7:00 p.m. start if notified prior to 6:00 p.m. to fulfill the guarantee of the original employees. Personnel ordered for 1:00 p.m. starts need not be so-notified.

A-5(C) On vessels with ro-ro ramps that handle general cargo which is lifted on/off using ship's gear or shore cranes, the manning, wages, and guarantees will be the same as general cargo. All cargo handled over the ramp will be based on automated manning, wages, and guarantees.

A-6 (A) The work covered by this agreement is understood to include the tallying, clerking, checking, weighing, booking (cargo spotting at Sunny Point only), sampling of cargo, assorting of cargo discharged from a vessel, stripping and stuffing of containers, checking containers and barges when being loaded or discharged from the vessel; handled at the time of or in connection with performing Longshore work as defined in clause 13 of the current Longshore Labor agreement. It shall also include time keeping duties, directions of clerks and checkers by the chief clerk as directed by management, clerking on passenger ships, and field clerks on automated container vessels.

A-6 (B) There shall be no interference with employer's right to designate the number of employees, if any, to be employed, nor the employer's right to shift employees from hatch to hatch, ship to ship, dock to ship or ship to dock. A chief clerk must be employed whenever two or more clerks or checkers are working a ship. An hourly timekeeper must be employed under the terms and conditions of this agreement and the pay scale designated in clauses A-1 or B-1 (whichever is applicable) on fully automated container ships, and when using more than one gang on break bulk general cargo ships, lash ships and lash barges containing break bulk cargo, and one clerk shall be employed on passenger ships and utilized as needed, provided his/her pay is in accordance with paragraph A-1 or B-1 (whichever is applicable) and is based on the highest skill performed. A checker is to be assigned to each gang handling miscellaneous general cargo, woodpulp, discharging lumber or discharging automobiles from conventional vessels, and to each gang loading or unloading cargo to or from containers (stuffing or stripping) when required at container terminals. Two checkers are to be used when discharging autos from roll-on/roll-off vessels. Stowage plans when required by the employer are to be prepared by the chief clerks unless the employer decides the work load is too great on the chief clerk. In that event, a plan clerk will be hired for the purpose of preparing the stowage plan. 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 manning will be the same as for automated container carriers regardless of the type of cargo. When a container gang is ordered for a ship under the Containerization Agreement, the clerks and checkers manning scale shall be the same as for a fully automated container vessel. Minimum manning scale for a fully automated container vessel is five employees

for one gang: chief clerk, timekeeper, plan clerk (except discharge only vessels), two clerks (one to be used as field clerk on container vessels) and for each additional gang add two clerks.

A-6 (C) On barges loading or discharging containers, a minimum of two clerks (or checkers) consisting of one chief clerk and one field clerk will be used and they will do all the work required and they shall receive a guarantee of 8 hours; and when reporting back after a meal hour, they shall receive an additional 4 hour guarantee. There will be a two (2) hour guarantee when returning from the second meal hour.

A-6 (D) **SMALL BOAT AGREEMENT**

(a) For breakbulk vessels having a capacity of 500 gross registered tons or less (as listed in Lloyd's Registry), or for container vessels with a capacity of 500 TEU or less, a minimum of two clerks (or checkers) consisting of one chief clerk and one field clerk will be used and they will do all the work required.

If the employees do not wish to remain after 7:00 p.m., the Union must provide new personnel for a 7:00 p.m. start if notified prior to 6:00 p.m. to fulfill the guarantee of the original employees. Personnel ordered for 1:00 p.m. starts need not be so notified.

(b) For ro-ro vessels having a capacity of 500 TEU, or less, a minimum of two clerks (or checkers) consisting of one chief clerk and one field) clerk will be used and they will do all the work required.

(c) Clerks ordered under this Small Boat Agreement shall receive a guarantee of 4 hours; and when reporting back after a meal hour shall receive an additional 2 hours guarantee.

A-7. The following general safety work rules shall be used as guidelines to set up each port safety program.

**CONTAINER OPERATIONS  
GENERAL SAFETY RULES**

1. Personnel working in the immediate area of container handling equipment or in traffic lanes shall wear high visibility equipment.
2. The employer shall direct employees to stay clear of the area beneath a suspended container.
3. No container shall be hoisted if its actual gross weight exceeds the weight marked or if it exceeds the capacity of the crane.
4. Containers shall not be hoisted unless all engaged chassis twist locks are released.
5. Adequately illuminate all walking and working areas.
6. A safe distance will be maintained between the first two trucks in a container vessel lead or behind any vehicle which personnel are required to work.

7. Pre-plan and establish traffic patterns for working vessels.
8. Permit only those persons considered by the employer by reason of training or experience and who understand the signs, notices, and operating instructions to operate any powered equipment.
9. No operator shall operate powered equipment while under the influence of drugs or alcohol, with uncorrected eyesight or hearing, or any medical ailment which may suddenly incapacitate him/her.
10. No haulage equipment will be allowed on the line that has defective brakes, no lights during night operations, no wipers in rain, fuel system leaks or defective exhaust or hydraulic systems. Operator seats will be maintained in safe condition. All other defects will be reported to employer who will act promptly in obtaining repair.
11. Unauthorized radios and headsets will not be carried on a worksite.
12. Employer will immediately remove personnel from the site of a hazardous cargo leak and ascertain the specific hazard before allowing personnel to re-enter.
13. Tractors are not to be backed in a vessel lead until the area is clear.
14. Personnel are not to be hoisted on the blades of a forklift truck. Safety baskets attached to the forklift mast are to be used.
15. Employer will determine that portable ladders are of adequate strength, are maintained in safe condition, and are of sufficient length to extend 36" above the upper landing surface.
16. Provide a safe location for employees hoisted aloft with sufficient access, guardrails, and an enclosing device at the opening to prevent employees from falling.
17. Do not throw lashing equipment from aloft where a hazard of striking personnel exists.
18. Stow lashing materials and equipment to provide clear working areas and walkways.
19. When operating a tractor, make sure both air hoses are connected from cab to chassis, check to see that the tractor is positively locked to chassis and that the fifth wheel is raised high enough for the landing gear to clear any obstacles on the road. Operate at all times in a safe manner.
20. Employees are not to jump to adjacent container in stow where a hazard of falling exists.
21. No employee shall work on a deck load or lash containers directly adjacent to an open hatch.
22. Personnel shall not walk or work in the aisles adjacent to a container bay being loaded or discharged unless he/she remains a safe distance offshore of the container being worked by the crane.

23. Personnel working aloft should not work on the container immediately abreast of the container being worked. These employees should not sit or walk across edges unnecessarily and work on their knees when working with stacking cones.

24. Support and secure truck trailers and containers on chassis being stuffed or stripped to prevent landing gear collapse and vehicle movement.

25. Be aware of your fellow workers. You are responsible for their safety.

26. All personnel working on the dock should exercise extreme caution when handling automatic twist locks to avoid hand injuries.

**B-1. Wages per hour, according to job classifications, shall be as follows:**

**GENERAL CARGO. BREAKBULK & BULK WAGES:**

	<u>Effective 10/01/01</u>	
	<u>S/T</u>	<u>O/T</u>
(a) Chief shipside clerks: (head checker)	\$18.10	\$27.15
New personnel entering the industry October 1, 1996 and after:	\$15.60	\$23.55
(b) Timekeepers, plan clerks:	\$17.85	\$26.775
New personnel entering the industry October 1, 1996 and after:	\$15.35	\$23.025
(c) Receiving and delivery clerks:	\$16.80	\$25.20
New personnel entering the industry October 1, 1996 and after:	\$14.30	\$21.45
(d) Weighers, tallymen, checkers and samplers:	\$16.60	\$24.90
New personnel entering the industry October 1, 1996 and after:	\$14.10	\$21.15
New persons that work a combination of 700 hours in the various years beginning October 1, 1996, will be paid the base wage of \$16.60 per hour.		

**CAR CARRIER WAGES:**

	<u>Effective 10/1/01</u>		<u>Effective 10/1/02</u>		<u>Effective 10/1/03</u>	
	<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>	<u>S/T</u>	<u>O/T</u>
(a) Chief shipside clerks: (head checker)						
	\$24.60	\$36.90	\$25.60	\$38.40	\$26.60	\$39.90
New personnel entering the industry October 1, 1996 and after:	\$15.60	\$23.40				

(b) Timekeepers, plan clerks:

\$24.35 \$36.525                      \$25.35 \$38.025                      \$26.35 \$39.525

New personnel entering the industry October 1, 1996 and after: \$15.35 \$23.025

(c) Receiving and delivery clerks:

\$23.30 \$34.95                      \$24.30 \$36.45                      \$25.30 \$37.95

New personnel entering the industry October 1, 1996 and after: \$14.30 \$21.45

(d) Weighers, tallymen, checkers and samplers:

\$23.10 \$34.65                      \$24.10 \$36.15                      \$25.10 \$37.65

New personnel entering the industry October 1, 1996 and after: \$14.10 \$21.15

B-2 (A) On general cargo, breakbulk and bulk vessels, the basic working day shall consist of 10 hours and the basic working week shall consist of 40 hours. Employees shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in clause B-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in clause B-3, straight time rate shall be paid for any work performed from 7:00 a .m. to 12:00 Noon and from 1:00 p.m. to 6:00 p.m. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in clause B-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in clause B-9 (B) for work during meal hours.

B-2 (B) On car carrier vessels, the basic working day shall consist of 8 hours and the basic working week shall consist of 40 hours. Personnel shall work any night in the week, or on Saturdays, Sundays, or holidays when required (except as provided in clause B-3, for work on New Year's Day, Independence Day, Labor Day and Christmas Day). Except for holidays specified in clause B-3, straight time rate shall be paid for any work performed from 8:00 a.m. to 12:00 Noon and from 1:00 p.m. to 5:00 p.m. Monday through Friday, inclusive. Work at all other times, including specified holidays will be paid for at overtime rates, except as provided in clause B-3 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in clause B-9 (B) for work during meal hours.

B-3. The following holidays will be observed on breakbulk vessels and car carriers:

January 1..... New Year's Day  
January, 3rd Monday ..... M.L. King's Birthday  
Good Friday..... Good Friday  
May, Last Monday..... Memorial Day  
July 4 ..... Independence Day  
September, 1 st Monday ..... Labor Day

November, 4th Thursday.....	Thanksgiving Day
December 24 .....	Christmas Eve
December 25 .....	Christmas Day
December 31 .....	New Year's Eve

When any of these holidays fall on Sunday, the following Monday shall be observed to the extent of paying overtime rates and applying the 8-hour minimum period. No work will be performed on New Year's Day, Independence Day, Labor Day and Christmas Day, nor before 7:00 a.m. on the days following these holidays, nor after 3:00 p.m. on Christmas Eve or New Year's Eve, except on ships which can be finished by 5:00 p.m. and except in case of fire or where property is in danger. On Christmas Eve or New Year's Eve employees working will be guaranteed eight hours overtime pay.

B-4. On general cargo, breakbulk, and bulk vessels, regular starting times shall be 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m., 3:00 p.m., and 7:00 p.m. Monday through Saturday. On Sundays and holidays, the starting times will be 7:00 a.m., 8:00 a.m., 1:00 p.m., and 7:00 p.m. On car carrier vessels, starting times shall be 7:00 a.m., 8:00 a.m., 1:00 p.m., and 7:00 p.m. B-5 (A) All personnel for 7:00 a.m. through 3:00 p.m. starts must be ordered by 5:00 p.m. the previous day. All personnel for 7:00 p.m. starts must be ordered by 1:00 p.m. the same day. In the event weather or mechanical failure after 7:00 p.m. makes it impossible for night employees to finish a ship scheduled to complete before 8:00 a.m., the night employees may be released and ordered back from shipside for a subsequent daytime start for work on that ship only.

Clerks ordered for 7:00 p. m. starts may be canceled no later than 4:00 p. m., 5:00 p. m. for weather and non arrival as per clause B-8, but no reduction in the number of employees so ordered for a particular ship may be made.

B-5 (B) On breakbulk vessels gangs ordered for 7:00 a.m. or 8:00 a.m. starts may be cancelled two hours prior to starting time. Personnel ordered for 10:00 a.m., 1:00 p.m., and 3:00 p.m. may be cancelled by 7:00 a.m. These cancellations refer to weather and non-arrival of vessel. If gangs are ordered for a new starting for that day, such order shall be a firm and non-cancelable order.

On car carriers, personnel ordered for 7:00 a.m. and 8:00 a.m. starts may be cancelled two hours prior to start for weather and non-arrival of vessel. Personnel ordered for 10:00 a.m. and 1:00 p.m. may be cancelled by 7:00 a.m. Personnel ordered for 7:00 p.m. starts may be cancelled by 4:00 p.m. If personnel are ordered for a new starting time that day, such order shall be a firm and non-cancelable order.

B-6. Personnel ordered to work shall be paid at straight time or overtime rates, whichever is applicable as specified in paragraph B-1 provided they report and remain subject to the call of their employer. Personnel ordered to work shall be paid the following applicable minimum:

Breakbulk Ships.....	4 hours
Bulk Ships.....	4 hours

Car Carriers ..... 4 hours

Personnel ordered back for work after a meal hour shall be paid the following applicable minimum with running time thereafter:

Breakbulk Ships..... 2 hours  
Bulk Ships..... 2 hours  
Car Carriers ..... 2 hours

On general cargo, breakbulk and bulk vessels the following minimums shall apply:

Saturday ..... 4+2 hours @ O/T rate  
Sunday..... 4+4 hours @ O/T rate  
Holidays..... 8 hours @ O/T rate

On car carrier vessels the following minimums shall apply:

Saturday ..... 4+4 hours @ O/T rate  
Sunday & Holidays..... 8 hours @ O/T rate

B-7. Personnel ordered for 7:00 a.m. starts on car carrier vessels shall be paid one hour overtime from 7:00 a.m. to 8:00 a.m. and the minimum shall be computed from 8:00 a.m. The minimum for an 8:00 a.m. start shall be computed from 8:00 a.m.; for 1:00 p.m. starts, 1:00 p.m.; for night starts, 7:00 p.m.

B-8. Inasmuch as the work of chief clerks, timekeepers, plan clerks and R/D clerks is not necessarily completed at the time loading and/or discharging gangs are released, then such clerks shall remain until their work is completed.

B-9 (A) On vessels working nothing but bulk cargo when night personnel are not to work beyond 7:00 a.m. or when day personnel are not to work beyond 7:00 p.m., the breakfast or supper hour will not apply.

B-9 (B) When working on general cargo, breakbulk, car carriers and bulk vessels all meal hours shall be paid for at one and a half times the prevailing rates specified in clause B-1. Meal hour pay is to be continued at one and a half times the prevailing rate until employees are released or meal hour is given.

B-9 (C) On breakbulk and car carrier vessels when employees ordered for 7:00 a.m., 8:00 a.m. are to work after 7:00 p.m., they must be notified by 5:00 p.m. and such notification constitutes a firm order. In the event weather or mechanical failure occurs after 5:00 p.m. delaying the finish the employees will observe the normal supper hour if so ordered and return to complete the vessel.

If the employees do not wish to remain after 7:00 p.m., the Union must provide new personnel for a 7:00 p.m. start if notified prior to 6:00 p.m. to fulfill the guarantee of the original employees. Personnel ordered for 1:00 p.m. starts need not be so notified.

B-10. The work covered by this agreement is understood to include the tallying, clerking, checking, weighing, booking (cargo spotting at Sunny Point only), sampling of cargo, assorting of cargo discharged from a vessels, stripping and stuffing of containers,

checking containers and barges when being loaded or discharged from the vessel; handled at the time of or in connection with performing Longshore work as defined in clause 13(A)(1) of the current Longshore Labor agreement. It shall also include time keeping duties, directions of clerks and checkers by the chief clerk as directed by management, clerking on passenger ships, and field clerks on automated container vessels.

B-10 (A) There shall be no interference with employer's right to designate the number of people, if any, to be employed, nor the employer's right to shift employees from hatch to hatch, ship to ship, dock to ship or ship to dock. A Chief clerk must be employed whenever two or more clerks or checkers are working a ship. An hourly timekeeper must be employed under the terms and conditions of this agreement and the pay scale designated in clauses A-1 or B-1 (whichever is applicable) on fully automated container ships, and when using more than one gang on break bulk general cargo ships, lash ships and lash barges containing break bulk cargo, and clerk shall be employed on passenger ships and utilized as needed, provided his/her pay is in accordance with paragraph A-1 or B-1 (whichever is applicable) and its based on the highest skill performed. A checker is to be assigned to each gang handling miscellaneous general cargo, woodpulp, discharging lumber or discharging automobiles from conventional vessels, and to each gang loading or unloading cargo to or from containers (stuffing or stripping) when required at container terminals. Two checkers are to be used when discharging autos from roll-on/roll-off vessels. Stowage plans when required by the employer are to be prepared by the chief clerks unless the employer decides the work load is too great on the chief clerk. In that event a plan clerk will be hired for the purpose of preparing the stowage plan.

When two or more gangs are working a vessel the manning will be one chief clerk, one timekeeper and one clerk per gang. It is understood and agreed that the timekeeper may assist other clerical personnel working the same vessel as long as he/she (the timekeeper) does not displace any clerical personnel.

B-10 (A)(1) On vessels other than "fully automated vessels" when loading and/or unloading containers, using ships gear or shore-side cranes, floating derricks, with sixty (60) containers or less per day, the four (4) hour guarantee will apply. A two (2) hour guarantee with running time when working containers after a meal hour for the duration of the vessel will apply. When over sixty (60) containers are worked in any one day period, the eight (8) hour guarantee at the automated manning and wages will apply.

Passenger vehicles have been agreed to, in principle, to be worked the same as the South Florida Agreement only after the agreement has been reviewed by the Joint Committee.

On other than miscellaneous general cargo, each employer will continue to use the number of checkers he formerly customarily used. A timekeeper employed on a vessel with more than one gang, if vessel works on second day with only one gang, a timekeeper will not be required.

When circumstances are such that tallying is not required, management and the ILA can agree to a reduction of manning.

When discharging a car carrier, the manning will require a minimum of five (5)

employees (chief clerk, timekeeper, and three checkers).

B-10 (B) On barges loading or discharging containers, a minimum of two clerks (or checkers) consisting of one chief clerk and one field clerk **will** be used and they will do all the work required and they shall receive a guarantee of 8 hours; and when reporting back after a meal hour, they shall receive an additional 4 hour guarantee. There will be a two (2) hour guarantee when returning from the second meal hour.

B-10 (C) SMALL BOAT AGREEMENT

(a) For breakbulk vessels having a capacity of 500 gross registered tons or less (as listed in Lloyd's Registry), or for container vessels with a capacity of 500 TEU or less, a minimum of two clerks (or checkers) consisting of one chief clerk and one field clerk will be used and they will do all the work required.

(b) For ro-ro vessels having a capacity of 500 TEU, or less, a minimum of two clerks (or checkers) consisting of one chief clerk and one field clerk will be used and they will do all the work required.

(c) Clerks ordered under this Small Boat Agreement shall receive a guarantee of 4 hours; and when reporting back after a meal hour shall receive an additional 2 hours guarantee.

B-11. The following general safety work rules shall be used as guide lines to set up each port safety program.

GENERAL CARGO

1. The employer will at all times maintain his gear and equipment in good condition. Damaged or malfunctioning tools and equipment will be removed from service immediately. Gang foreman shall refuse to work with any defective gear.

2. Do not enter hold, decks, compartments or other spaces without adequate illumination.

3. Maintain good housekeeping in areas where employees are to walk and work. Employees will keep the work area orderly and shall keep unnecessary material from underfoot at all times.

4. A First Aid Kit and one qualified first aider is to be close at hand. A stokes basket (equipped with hoisting gear), life ring with 90 ft. of line, and a ladder capable of reaching the waterline will be kept nearby each vessel.

5. Gang foreman must enforce these rules, and any worker found guilty of violating these rules or persisting on working unsafely shall be summarily dismissed by gang foreman. They will be replaced by another worker who will respect said rules.

6. No worker shall be allowed to shape up or remain on the job if under the influence of drugs or alcohol or is not physically qualified to safely perform all work to which he is assigned.

7. A known epileptic will not be referred to work unless he obtains a physician's written

certification on a periodic basis stating that he is receiving medication to control or stabilize his condition; that he has not had a seizure during the period the medication has been administered; that he will not, in all medical probability, be susceptible to epileptic seizures while on medication; and that his epileptic condition will not otherwise impair his ability to perform the tasks required of him.

8. Smoking will be permitted on board ship and on piers in designated areas only. Smoking will not be allowed around hazardous cargo.

9. Gang foreman responsibilities: He shall be recognized as the key person around whom which the gang is formed. He is the one to direct the winch operator and through him proper stowing of cargo is assured. The safety of the gang as well as the cargo is up to him.

He must be a rigger and able to relieve at the winches. He shall be recognized as being in charge of the gang. He is required to give his personal attention to removal of hatch covers and beams. Hatch covers must be piled neatly against bulwark. Hatch covers and beams must be stacked clear of the derrick guy and safely to prevent shifting. When hatch beams cannot be removed when loading or discharging, they must be securely fastened at each end to prevent shifting.

10. Employers will examine the cargo gear register on all vessels to assure that the gear has been properly inspected and tested. The operator will also inspect the equipment that he is to use. If winches or any other mechanical equipment are not in good working order, he must report the same to foreman.

11. From a safety standpoint, a winch operator shall take orders or signals from one person.

12. If, while operating the winches, the winch operator detects any defect in operation or unsafe condition, he will immediately report same to foreman.

13. In rigging ship's standing gear, care must be taken to protect the position of the winch operator against swinging loads that could interfere with safe operation. Winch operators and hatchtenders are not to sit down unless a seat is provided. He must not put himself in a position that he cannot perform safely, and to take proper signals.

14. When used, save-alls must be of proper length and properly secured.

15. Make sure connection hooks on large shackles are hardened.

16. No worker shall go up or go down hold's ladder while load is swinging in hatch way.

17. The employer is to insure portable ladders are of adequate strength and in safe condition.

18. Building Loads: When building loads, make sure that no one piece is so placed that it may fall and injure someone.

19. Slings Up Loads: In slinging up a load, your hands should not be in a position to be caught by sling or bridles.

20. All loads are properly slung before being hoisted and no load to be lifted with a chain having a kink or twist. Employees are not to stand **IN** the loads line of travel, nor between the load and nearby fixed object, and shall always face the load.
21. Sling loads are hoisted and lowered only when there **IS** no danger of striking a person on the deck or dock, or who is ascending or descending a ladder in their hatch, it is the duty of the foreman and each worker to give warning to those who might be endangered.
22. Stowing of cargo in 'tween deck hatches: When lower holds are empty always leave sufficient space for passage between cargo and open hatch.
23. Lashing gear, crowbars, hammers, etc. shall not be thrown from one level to another.
24. Cargo which is covered and used as a work surface or walking area by employees will be examined for holes.
25. No hatch to double unless the employer determines there is sufficient space between whips to work safely.
26. Riding of the cargo hook, or any gear (excluding when specially designed for personnel or load attached thereto) is prohibited except in an emergency and under direct supervision of the foreman.
27. Sufficient slings shall be used when loading cotton and slings will be doubled to hook when hoisted from holds.
28. Dust masks should be worn when working any dusty cargo or in a dusty environment.
29. Bulk Cargo: Trimmers are to check in and out of the hold as a safety precaution.
30. Care should be exercised by employees in stacking all commodities regardless of location.
31. All wire preventors to be of sufficient length to run through eye and bit.
32. Stowing hatches and beams: 3 feet space around coaming and 15 feet from fall to fall.
33. There must be a 3 foot clearance around the hatch coaming in 'tween decks where cargo is worked below.
34. Proper ventilation should be provided to keep carbon monoxide concentrations below 50 parts per million (.005%) where internal combustion machines are being used.
35. When portable ladders are in use they shall be kept clear and secured.
36. Safety shoes are recommended, however, under no circumstances shall jogging shoes, tennis shoes or boat shoes be allowed. Proper clothing, covering arms and legs,

affords protection against abrasion and laceration.

37. There shall be a telephone at each pier or wharf where vessels are being worked.

38. The safety practices agreed to herein shall be respected and enforced by both parties - premium or penalty pay for purposes of circumventing these practices shall not be paid.

39. When loading cargoes of loose pipe or similar commodities on deck which extend above the height of the hatch coaming or railing, stanchions of sufficient strength for securing the pipe shall be constructed prior to loading. In no case shall the pipe or similar commodity, be stowed above the height of the stanchions.

40. When loading grain, the employers agree to make every effort to secure certificates from the elevator prior to loading ensuring no insecticide residues of a harmful nature are present in the grain.

41. Prior to the start of cargo handling operations a responsible representative of the employer shall ascertain from labels on cargo, from the hazardous cargo manifest, or from other shipping documents, what hazardous cargoes, if any, are to be handled and the general nature of the hazard. He shall inform employees of the general nature of the hazard, the importance of preventing damage to the cargo and special precautions to be taken. Employees are to be told what to do in event of a leak or spill.

42. Make sure all personnel in holds of ships are out before leaving.

43. When employees are required to work on cargo over 8 feet high in vessel hold or deck, suitable fall protection, safety lines or nets are to be placed at exposed edges.

#### CAR CARRIER VESSEL GENERAL SAFETY RULES

1. All drivers will have a valid state drivers license.

2. Safety vests are to be worn when designated by the employer.

3. Employer supplied over-alls will be worn when required.

4. Drivers will adhere to all traffic signals, stop signs etc. unless otherwise directed by authorized flagman.

5. Drivers will not deviate from traffic patterns established by the employer.

6. No smoking, consuming beverages or eating when operating vehicles.

7. No smoking on vessel.

8. Employer will be immediately notified when accidents or injuries occur.

9. Employer reserves right to designate shuttle drivers.

10. All drivers will wear clean work clothes.

11. Lashing gear will be removed from the working area at the employers direction. 12. Drivers will operate vehicles in a safe manner at all times.

Agreed to this 15<sup>th</sup> day of August, 2001.

FOR THE JMA:

FOR THE ILA:

James R. Gray, Jr.    Jess R. Babich

Executive Director

President, Local 1593

Steven Penna Daniel League

Port Negotiator

Vice President, Local 1593

## POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

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

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

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY:** The employer members of the SAENC are equal opportunity employers. The policy of both the ILA and its respective locals and the SAENC is to provide equal opportunity to all persons without regard to any basis prohibited by law including, but not limited to, race, color, national origin, religion, creed, age, sex, marital status, pregnancy, height, weight, Vietnam era/disabled veteran status, or disability. It is the policy of the ILA and its locals and the SAENC to comply with all federal and state laws affecting employment, including laws that define and prohibit discrimination of any kind. The ILA Locals, the Port Association and the personnel are responsible for acting in accordance with this policy. All individuals covered by this policy are encouraged to assist the affirmative efforts in support of the EEO policy,

including the recruitment and referral of qualified individuals for employment.

**SEXUAL HARASSMENT:** While in some cases individuals may make sexual comments or jokes or personal advances without intending harm, such actions can be unwanted, threatening, and perceived as harassment. Stopping sexual harassment in its many forms requires an increased awareness by everyone of the impact that such actions may have on others.

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

Sexual jokes, language, epithets, advances or propositions.

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

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

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

Asking questions about sexual conduct.

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

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

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

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

Assault or coerced acts.

Sexual harassment takes many forms. It can be between co-workers. It can be between members of the same sex. It can include a supervisor's harassment of a subordinate, or a subordinate's harassment of a supervisor. Third parties who witness sexually harassing behavior in a workplace environment can also be the

victims of the harassment. Harassers can be supervisors, coworkers, customers, vendors, suppliers, or clients. All of these forms of harassment are illegal and violate this policy.

**RESPONSIBILITY:** The ILA and the SAENC require that all personnel, and every individual connected to the ILA and SAENC, take steps necessary to prevent harassment, discrimination or retaliation from occurring. Every individual covered by this policy is required to report to their supervisor, or to another individual in a management position, or their ILA Local office, as the case may be, any experienced or witnessed incident of harassment, discrimination or retaliation. Upon a report of harassment, discrimination, or retaliation, the ILA Local involved and/or the SAENC will conduct a prompt investigation into the allegations and will take prompt and effective remedial action, which, as appropriate, may subject employees and members to discipline up to and including termination. Every individual covered by this policy is required to cooperate with any investigation of harassment, discrimination, or retaliation.

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

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

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

## DRUG POLICY CRITERIA FOR REINSTATIUIENT

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

2. Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination. The one year monitoring period will begin on the date application is made for reinstatement. The testing and grievance procedure governing the drug policy will be in effect during this one-year period.

3. The following will be required for a former employee to prove they have remained drug-free for the last twelve (12) months prior to reinstatement in the industry:

- (a) The employers will have the right to have up to 24 random tests during the twelve month period.
- (b) Successful completion of a rehabilitation program and at least weekly attendance.
- (c) If an employee tests positive during the suspension, fails to take a random test, or does not attend a weekly rehabilitation program, he/she would be banned from the industry for life.

4. Once reinstated, the individual will be subject to random testing, and either further violation shall ban the employee for life.

/signed/

Perry C. Harvey, Jr.

Co-Chairman, ILA

/signed/

Stephen W. Zadach

Co-Chairman, SAENC

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  
STERVEDORING SERVICES OF AMERICA  
STEVENS SHIPPING & TERMINAL COMPANY  
UNIVERSAL MARITIME SERVICE CORP.  
(MANAGEMENT STEVEDORES)  
(HEREIN COLLECTIVELY "MANAGEMENT")  
AND  
THE INTERNATIONAL LONGSHOREMENT'S ASSOCIATION, AFL-CIO, ITS  
DISTRICTS AND LOCALS  
ON THE  
MASTER CONTRACT ISSUES  
New York, New York  
Effective October 1, 1996

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 employees 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 re-certified 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 rectification 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.

## 3. 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:

1. 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.

2. 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 IILA 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

(1) 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:

(2) 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.

(3) The minimum hourly guarantees shall begin at the time the employee begins work.

(4) 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.

(5) Starting times and meal hours are local issues.

##### B. SHIP OPERATIONS

(1) Any port or district may implement a ship or barge operation flextime system,

which shall provide for flexible starting times and shift operations.

(2) The minimum hourly guarantees shall begin at the time the employee begins work.

(3) 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 1, 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 ("SAGCD") 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 deep-sea waterfront facilities. These rules do not have any effect on work which historically was not performed at a waterfront facility by deep-sea 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 de-consolidation) 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 of 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 port shall be performed at a waterfront facility by deep-sea 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 transhipped 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.

(1) 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.

(2) Reasonable criteria in each port or district shall be established under which the individual shall prove their drug-free status, including periodic testing.

(3) Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination.

(4) 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:

(1) 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 OVERWORK COVERED BY THE MASTER AGREEMENT

Containerization Agreement. (A) Management hereby reaffirms that the ILA employee

has jurisdiction over longshore, checker, maintenance and other ILA craftwork 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, hatch checking, 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. 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.

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 Containertization 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:

- (1) No damaged container shall be loaded aboard ship for export except under the procedures provided below.
- (2) No employer or carrier shall permit a damaged container to leave the compound except under the procedures provided herein.
- (3) 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

(1) 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.

(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 TIR 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 deep-sea Welfare and Pension Funds. It is further agreed that each carrier shall execute a copy of this document.

14. CONTAINER ROYALTY FUND. (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. (C) 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 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 employees 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 those who have been paid the maximum benefits.

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 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 laical 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

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

(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:

1. 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.

(b) 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.

2. 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

## 15. 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.

(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.

(h) 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.

(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.

19. HOURS OF WORK: On or after October 1, 1908, 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. Employees 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.

## 20. 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 I LA.

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.

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.

Dated: November 21, 1996

CARRIERS CONTAINER  
COUNCIL, INC.

By: David J. Tolan

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION; AFL-CIO

BY: Jon Bowers, President

NEW YORK SHIPPING  
ASSOCIATION

By James A. Capo

BY: Alpernados  
Executive Vice' President

By: Robert E.. Gleason  
Secretary/Treaturer

BOSTON SHIPPING  
ASSOCIATION, INC.

BY: Alfred Frizelle

BY: Beony Holland, Jr.  
General Vice President

BY: Frank Lonsrdo  
General Organizer

HAMPTON ROADS  
SHIPPING ASSOCIATION

By: Roger Gieslinger

By Gerald Owens  
Assistant General Organizer

NEW ORLEANS  
STEAMSHIP ASSOCIATION

BY: Win Newman

PHILADELPHIA MARINE  
TRADE' ASSOCIATION

BY Uwe Schulz

SOUTH ATLANTIC EMPLOYERS  
NEGOTIATING COMMITTEE

BY: James Lamb

SOUTHEAST FLORIDA PORT  
EMPLOYERS ASSOCIATION

BY R.O. White

STEAMSHIP TRADE  
ASSOCIATION OF BALTIMORE

BY: Maurice Ryan

WEST GULF MARITIME  
ASSOCIATION

BY: Walter Niemand

CERES TERMINALS

COOPER/T. SMITH STEVEDORING

BY: Christos Kritikos

BY: George Brown

FAIRWAY TERMINAL CORP.

By: James Wells    BY: James Field

MAHER TERMINALS

By: Brian Maher

STEVENS SHIPPING &  
TERMINAL COMPANY

BY: Ben Mercer

INTERNATIONAL TERMINAL  
OPERATING COMPANY

STEVARDORING SERVICES  
OF AMERICA

By: Jake Coal4e

UNIVERSAL MARITIME  
SERVICE CORP.

BY: Anthony Petrizzo

June 14, 2000

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

The United States Marine 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 \$1.00 per hour' due under the Master Contract on October 1, 2000 to \$25.00 per hour for employees making \$24.00 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 \$26.00 per hour;
- (2) \$1.00 per hour on October 1, 2002 to \$27.00 per hour;
- (3) An employee who is receiving less than \$24.00 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 \$15.00 per hour. Such employees shall receive the increase of \$1.00 per 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 for 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 and 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 14<sup>th</sup> day of June 2000 by:  
UNITED STATES MARINE ALLIANCE, LTD. CARRIERS CONTAINER COUNCIL, INC.

BY: David J. Tolán, Chairman

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AIL-CIO

By: John Bowers, President

## JACKSONVILLE LOCAL 1408 SENIORITY PLAN

To implement a seniority plan governing the employment of deep-sea longshoremen in the port of Jacksonville, Florida, pursuant to paragraph 14 of the Collective Bargaining Agreement between the International Longshoremen's Association Local 1408 and the Jacksonville Maritime Association, the parties thereto hereby agree to the following:

1. The operation and exclusive interpretation of the seniority plan shall be governed by a seniority board composed of two representatives of Local 1408, the Executive Director of the JMA or his designee, and one other employer or representative of the Jacksonville Maritime Association.

2. Any seniority dispute concerning or arising out of the terms and conditions of this seniority plan shall be submitted by timely grievance to the seniority board and shall be subject to the exclusive jurisdiction of the seniority board.

In the event one or both of the ILA board members are involved in a seniority grievance, he will be disqualified for the hearing of that grievance and will be replaced by the Executive Board.

2(A). Seniority grievances must be submitted to the seniority board in writing within seven (7) days after an alleged seniority dispute arises. A grievance must be submitted to the seniority board by delivering the grievance to the office of the President of ILA Local 1408, and by delivering a copy to the office of the Executive Director of the JMA. A grievance may be submitted to the seniority board via the U.S. mail within the seven day period. The date a letter is postmarked will be used to determine whether a grievance was timely submitted. All grievances must be dated and signed by the grievant.

2(B). All grievances or other requests directed to the seniority board must specifically state the matter grieved or the request made, the basis for the grievance or request (including reference to the specific provision(s) of the seniority plan at issue), and the relief sought.

2(C). The seniority board shall set a grievance for hearing and give notice of the hearing, in writing, within ten working days of a grievance being submitted.

2(D). The seniority board shall, whenever possible, hear a grievance within fourteen working days from the date that a grievance is submitted. Furthermore, the board shall make its determination and issue it in writing within seven working days from the date a grievance is heard.

2(E). The seniority board shall be the sole judge of the sufficiency of the evidence to be considered in the resolution of any dispute brought before it.

2(F). The seniority board shall have the exclusive authority to determine whether any rules listed herein have been violated, and shall have the power to assess the penalties as provided under paragraph (7) herein.

2(G). The seniority board shall act by majority vote, and should they reach a determination in a particular dispute, such determination shall be final and binding.

2(H). If the seniority board shall be unable to reach a determination in a particular dispute, the dispute may be sent directly to arbitration.

2(I). The seniority board shall hold meetings as necessary to address other issues raised and related to the seniority plan.

3(A). Longshoremen working deep-sea hours, specifically excluding M & R hours, in the port of Jacksonville shall be classified by the seniority board on the following basis:

CATEGORY A: \_Category "A" seniority shall be enjoyed by those men<sup>1</sup> who worked regularly in the industry, and who had 15 years of continuous service in the industry prior to September 30, 1965.

CATEGORY B: \_Category "B" seniority shall be enjoyed by those men who worked 700 hours or more in 5 out of 9 years preceding October 1, 1969.

CATEGORY C: \_Category "C" seniority shall be enjoyed by those men who have 500 hours or more in 5 out of 9 years preceding October 1, 1969.

CATEGORY D: \_Category "D" seniority shall be enjoyed by those men who worked at least 10 hours, but less than 500 hours in 5 out of 9 years preceding October 1, 1969.

CATEGORY E: \_Category "E" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least two of the contract years during the period October 1, 1969 to September 30, 1971.

CATEGORY F: \_Category "F" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least two of the contract years during the period October 1, 1971 to September 30, 1974.

CATEGORY G: \_Category "G" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least two of the contract years during the period October 1, 1974 to September 30, 1977.

CATEGORY H: \_Category "H" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least one of the contract years during the period October 1, 1977 to September 30, 1980.

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<sup>1</sup> References herein to the male gender such as "men", "man", and "his" are used for the purpose of brevity only and shall be understood to include the corresponding terms "women", "woman", and "hers".

CATEGORY I: Category "I" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least one of the contract years during the period October 1, 1980 to September 30, 1983.

CATEGORY J: Category "J" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least one of the contract years during the period October 1, 1983 to September 30, 1986.

CATEGORY K: Category "K" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least one of the contract years during the period October 1, 1986 to September 30, 1990.

CATEGORY L: Category "L" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours at least one of the contract years during the period October 1, 1990 to September 30, 1994.

CATEGORY M: Category "M" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 1995 to September 30, 1996.

CATEGORY N: Category "N" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 1996 to September 30, 1997

CATEGORY O: Category "O" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 1997 to September 30, 1998.

CATEGORY P: Category "P" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 1998 to September 30, 1999.

CATEGORY Q: Category "Q" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 1999 to September 30, 2000.

CATEGORY R: Category "R" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 2000 to September 30, 2001.

CATEGORY S: Category "S" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 2001 to September 30, 2002.

CATEGORY T: Category "T" seniority shall be enjoyed by those men who were

employed as longshoremen for 700 or more hours during the period October 1, 2002 to September 30, 2003.

CATEGORY U: Category "U" seniority shall be enjoyed by those men who were employed as longshoremen for 700 or more hours during the period October 1, 2003 to September 30, 2004.

3(B). The parties agree to establish a hiring list for casual employees as a way to recognize those employees who have served on the waterfront in the past. The casual employee-hiring list shall be effective from the times of its creation and posting. The parties intend the hiring list to establish a hiring preference for casual employees based on their years of service at the time of adoption of this seniority plan. The hiring list shall be created by placing casual employees into groups identified in the attached casual employee-hiring list. The casual employees not entitled to any preference, shall remain fixed until such time as all individuals on the list have either qualified or left the waterfront. The casual employee-hiring list, with the exception of casual employees not entitled to any preference, shall further remain closed subsequent to its creation unless the parties to this agreement agree otherwise.

3(C). An employee must work a minimum of 800 deep-sea hours as a longshoreman in the port of Jacksonville in the contract year 10/01/97 - 9/30/98, 900 hours in the contract year 10/01 /98 - 9/30/99, 1000 hours in the contract year 10/01 /99 - 9/30/2000, and 1000 hours in each successive year following his initial seniority classification to maintain his seniority. The 800-hour requirement shall be referred to as the "continuous service rule". However, individuals working in the following categories must only annually maintain the number of deep-sea longshore hours as specified below to comply with the continuous service rule.

CATEGORY L: 700 hours  
CATEGORY N: 500 hours  
CATEGORY P: 500 hours  
CATEGORY R: 500 hours  
CATEGORY T: 400 hours

CATEGORY M: 600 hours  
CATEGORY O: 500 hours  
CATEGORY 0: 500 hours  
CATEGORY S: 400 hours  
CATEGORY U: 400 hours

Furthermore, the continuous service rule will not be applied to individuals entitled to a hiring preference pursuant to the casual employee-hiring list. However, persons entitled to a hiring preference to the casual employee hiring list that do not maintain at least 50 deep-sea longshore hours annually will be dropped from the preference list. If individuals in these situations who did not make 50 hours because of medical reasons will be able to keep their group seniority. Medical reasons will be defined as unable to work for nine months of the contract year (and must be documented through Doctors or

Hospital records). These cases will have to be approved by the Seniority Board.

3(D). An individual shall forfeit one (1) category of seniority for every year he fails to work the hours required to qualify under the continuous service rule. This forfeiture provision shall only be applied prospectively from the date this seniority plan takes effect (October 1, 1998).

3(E). The terms "work" and "employer" as used throughout this plan refer solely to work or employment performed pursuant to a collective bargaining agreement to which Local 1408 is a signatory. Time credited for paid vacations and holidays are not to be credited toward the above set forth work requirements.

4(A). In determining an individual's classification, the following rules shall apply:

(1). As used in this agreement, "contract year" shall be defined as an annual period between the first day of October (1011) and the last day of September (9130) of the following year.

(2). Employees may receive credit for allowable breaks in service which are due to:

(a). Injury or illness to the extent of becoming eligible for workers compensation benefits, Longshore and Harbor Workers Act benefits, or for credited hours under the industry's welfare plan.

(b). Absence due to military service provided the individual seeks to return to the industry within 120 days from the date of his discharge.

(c). Absence due to service as an officer of the ILA or AFL-CIO providing the breaks are requested in advance.

4(B). Credit for allowable breaks in service shall be granted for the purpose of seniority on the basis of three (3) hours of each day of the week in each contract year with a maximum of the total number of hours needed for benefits under the welfare plan.

4(C). The seniority of an individual shall cease with respect to priority of employment in the event he voluntarily quits, resigns, or retires.

4(D). The records of the Pension and Welfare Fund shall be the official source of years of service and hours worked; and where such records are questioned, the seniority board shall have the authority to determine the figures.

5. This seniority plan expressly controls only deep-sea seniority classifications of individuals working under this seniority plan.

6. In selecting personnel for work covered by the collective bargaining agreement, the following rules must be observed:

(A). Providing they are qualified to perform the essential functions of the job, and in the case of machinery operators, etc., requiring special skills provided they meet the necessary standards of skill, all available personnel in category "A" must be offered employment before other categories can be considered. Should further personnel be required after all category "A" personnel have been offered employment, the employment will be offered to personnel in category "B" in the same fashion. After employment has been offered through all letter seniority Categories, employment shall be offered to group 1 employees and then to each successive group. Employment will be offered through all successive categories and groups until all available personnel have been offered employment before personnel without seniority status or a hiring preference are employed.

(B). Gang headers and foremen who are responsible for hiring must comply with the rules of this seniority plan. Shape-ups shall be promptly at 6:00 a.m., 6:30 a.m., 9:00 a.m., 12:00 noon, 2:00 p.m., 6:00 p.m., and 11:00 p.m. Shape-up for the 8:00 a.m. start shall be at 6:30 a.m. Shape-ups for all other starting times shall be at least one hour prior to the starting time.

(C). Gang headers and foremen shall hire available personnel according to seniority and shall not wait for any group or special personnel. The hiring of emergency gangs at times other than the normal hiring periods will be allowed as long as the emergency gang is paid from the last starting time prior to their hiring.

(D). A man accepting a job must give up that job before that hiring period is over in order to be eligible to use his seniority at the following shape-up.

(E). All personnel will normally be employed only at the hiring area which is agreed upon for the port, and when additional personnel or replacements are ordered, work at the job site will proceed as scheduled even though a gang may work short while waiting on the additional personnel. When the union hall is closed, the header must contact one of the officials. Gangs shall be hired in accordance with the collective bargaining agreement.

(F). Personnel starting work are entitled to remain as long as they are continuously employed. It is not a break in service when employment is interrupted by meal periods, payroll or voting periods, or when shifted between job classifications or locations. In the event men are released for other than the above breaks and are ordered back for a subsequent starting time, their re-employment will follow procedures for new employment.

(G). Positions such as gang headers, ship foremen, dock foremen, and similar assignments receiving gang header's pay are not subject to seniority procedures when they are performing these jobs. Senior men will be given consideration for all jobs by the employer and the union when such jobs are being chosen.

(H). Men who take employment at 7:00 a.m., 8:00 a.m., or 10:00 a.m. shall have no seniority status at the 12:00 noon shape-up over men who did not take employment at 7:00 a.m., 8:00 a.m., or 10:00 a.m. starts.

(I). Men who take employment at a 7:00 p.m. start and having received eight hours pay shall have no seniority status for the 7:00 a.m. or 8:00 a.m. starts, but will have seniority status at the 12:00 noon shape-up. Any man taking a job at 7:00 p.m. and knocking off before the gang completes the job shall have no seniority at the 7:00 a.m. or 8:00 a.m. starts on the following morning. Furthermore, anyone receiving four hours pay through exercising his seniority for work commencing at or after 7:00 a.m. shall have no seniority status until after 5:00 p.m., including men taking' breakfast who worked through the night. (Monday through Sunday, including holidays).

(J). Additionally, a man accepting a guaranteed four hour or eight hour job will have no seniority status during the guaranteed period for the purpose of acquiring other work at any shape-up, which occurs during that guaranteed period. Therefore, anyone who is currently on a payroll is not eligible for a shape-up,

(K). Selection of individuals for referral to jobs shall be without discrimination against any applicant by reason of membership or non-Membership in ILA Local 1408. Such selection shall strictly be in accord with the rules and procedures set forth in this agreement.

7(A). In addition to hearing grievances and requests, the seniority board, on written and signed complaint submitted in accordance with paragraphs 2(A) and 2(B) of this seniority plan, shall hear and determine whether an employee or a header left a job without securing a replacement or failed to arrive at a job

7(B). The seniority board must assess the following penalties against an employee or header who is found to have violated the above rules, unless the employee was required to leave the job, or failed to arrive at the job due to an injury or bona-fide emergency:

FIRST OFFENSE: Three (3) days suspension.

SECOND OFFENSE: Fourteen (14) days suspension.

THIRD OFFENSE: Thirty (30) days suspension.

7(C). In addition to hearing grievances and requests, the seniority board, on written and signed complaint submitted in accordance with paragraphs 2(A) and 2(B) of this seniority plan, shall hear and determine whether an employee or a header has violated the following rules and regulations:

(1). A deliberate violation of the hiring rules.

- (2). Collusion by an individual with a gang header to violate rules.
- (3). Use of false seniority card or use of a card belonging to another individual.
- (4). Allowing another to use the seniority card entrusted to the owner.

FIRST OFFENSE: Thirty (30) days suspension.

SECOND OFFENSE: Sixty (60) days suspension.

THIRD OFFENSE: Permanent dismissal from the industry,

7(D). Before taking disciplinary action under 7(C) for violation of rules herein specified, the employee or header as the case may be, will be given written notice of the conduct claimed to be in violation of the rules and warranting disciplinary action, which notice shall fix a time and place at which the employee or header may appear and respond to the charged violation.

8. The seniority board may periodically meet to determine whether the penalties listed in paragraph (7) are adequate, and if the Board finds an undue number of violations, the seniority board shall recommend to the parties that the penalties be substantially increased.

9. This seniority plan will remain effective until the expiration of the current collective bargaining agreement on September 30, 2004. If the collective bargaining agreement is extended by mutual agreement of both parties, the seniority plan will be reviewed to consider new seniority classifications during the extension.

10. This seniority plan shall not supersede the terms of the collective bargaining agreement.

11. The seniority plan shall be prospectively applied and shall have no retroactive application.

12. This seniority plan supersedes and renders null and void any previous seniority plan or contracts governing deep-sea longshoremen, whether written or implied, between the parties to the seniority plan.

13. In the event any provision of this seniority plan is invalidated by a court of competent jurisdiction, all of the remaining provisions of this seniority plan shall continue unabated and in full force and effect.

14. This seniority plan contains the entire understanding and agreement between the parties regarding deep-sea seniority in the port of Jacksonville and shall not be modified except upon express written consent of the parties to this seniority plan.

15. The effective date of this agreement is October 1, 2001, but October 1, 1998 is recognized as the first joint seniority agreement in the port of Jacksonville.

For I.L.A. Local 1408:

For the JMA Employers:

Charles F. Spencer, President

James R. Gray, Jr., Exec. Director

Pernell Crane, Vice President

Steven Penna, Seniority Board Member

JACKSONVILLE CLERKS AND CHECKERS SENIORITY PLAN  
Amended June 5; 2002

To implement the employment of clerks, checkers, timekeepers, tallymen, weighers, and samplers in the port of Jacksonville, Florida, as provided by clause 14 of the Collective Bargaining Agreement between the Jacksonville Maritime Association, Inc. and the Clerks and Checkers Local 1593, International Longshoremen's Association, the following rules shall apply:

The operation of the plan shall be controlled by a seniority board composed of four (4) members; two (2) from ILA Local 1593 and two (2) from the Jacksonville Maritime Association. The two (2) ILA members shall be elected members from Local 1593 who do not hold any other office in the union. The Jacksonville Maritime Association members of the board shall be the Jacksonville Maritime Association port representative and one other employers' representative appointed by the Jacksonville Maritime Association.

1. In the event of one or both of the ILA board members being involved in a seniority grievance, he will be disqualified for the hearing of that grievance and will be replaced by a rank and file member of the local as appointed by the Executive Board of Local 1593.

2. Any dispute concerning or arising out of the terms and conditions of this agreement, or a dispute involving the interpretation or application of any rule adopted for its implementation, shall be referred to the seniority board.

SENIORITY BOARD

2(A) The seniority board shall act by majority vote and should they reach a determination in a particular dispute, such determination shall be final and binding on all parties to the dispute.

2(B) If the seniority board shall be unable to reach a majority determination in a particular dispute, the dispute shall be resolved through the arbitration procedures set forth in the collective bargaining agreement.

2(C) Seniority grievances must be submitted to the seniority board in writing within seven (7) days after the alleged dispute arises, The grievance must be dated and signed by the grievant.

2(D) The seniority board shall be a permanent body and shall have sessions within fifteen (15) days after receipt of written grievance. The grievant will be notified by a union official, seniority board member, or the JMA at least seven (7) days before the time and place of the hearing.

2(E) The seniority board shall have authority to determine whether any rules listed herein have been violated, and shall have power to invoke the penalties provided under paragraph 10 herein.

2(F) Seniority referrals shall not be in conflict in any way whatsoever with terms and conditions of the collective bargaining agreement.

#### QUALIFIED HIRING LIST

3. All persons working under the collective bargaining agreement between I.L.A. Local 1593 and the Jacksonville Maritime Association, shall be listed by the seniority board on the following basis:

3(A) A person's seniority ranking on this list shall be computed by the number of qualified years of service and the sequence listing shall be from the highest number to the lowest number. Persons shall remain on the seniority list based on their total qualified years of service until such person retires.

3(B) Qualified years of service shall be determined by the number of contract years (October 1 through September 30), a person has worked a minimum of 700 hours under the clerks and checkers agreement in the port of Jacksonville, Florida, as defined in that agreement.

3(B)(1) These rules regarding seniority ranking shall take effect October 1, 2001 and shall be applied only to the computation of a person's seniority with regard to qualified years accrued after October 1, 2001. In other words, computation of a person's seniority ranking shall be based on the person's unbroken qualified years of service prior to October 1, 2001, together with the person's number of qualified years of service after October 1, 2001. (Broken years of service prior to October 1, 2001, shall not be considered in the seniority computation).

3(C) Where two (2) or more persons qualify (obtain 700 hours as defined in clause 3(B) of this agreement) in the same year, the person whose starting date (the first day a person works under ILA Local 1593's dispatch system agreement, and continues to receive hours in consecutive contract years) appears first in the records of the ILA Pension & Welfare Fund shall be senior. In the event that a starting date cannot be determined in a particular dispute, the total number of hours in their first qualifying year shall determine who is senior.

3(D) In the event that additional personnel are needed, the following rules will apply:

3(D)(1) Effective October 1, 2002, a list to be known as the "A" list shall be

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established of individuals who remain available for work through the hiring hall. This list shall be composed of individuals who have retired from the industry and have commenced receiving benefits from the JNIAILA Pension and Welfare Fund.

3(D)(1)(a) Rankings on the "A" list shall be established by a person's number of qualified years of service accrued prior to his/her retirement date.

3(D)(1)(b) Such rankings shall list individuals from the highest number to the lowest number.

3(D)(1)(c) Where more than one person has the same number of qualified years, the rules set forth in paragraph 3(C) shall apply,

3(D)(1)(d) Individuals on the "A" list who then fail to obtain 50 hours during a contract year shall be removed from that list.

3(D)(2) There shall be created a "B" list which shall be utilized when the "A" list is exhausted. The "B" list shall function in the following Manner:

3(D)(2)(a) A list, in alphabetical order, will be established of individuals that have no seniority, but obtained more than 200 hours in the previous contract year.

3(D)(2)(b) An annual renewal fee of one hundred dollars (\$100.00) will be collected by the union on October 1st of each year. Should an individual become delinquent in paying his fees, the union shall notify the seniority board in writing giving the particulars. The seniority board shall notify the delinquent party in writing and should said party refuse or fail to correct the said delinquency within ten (10) days, said party shall be suspended from any hiring list for a period of time to be determined by the seniority board.

3(D)(2)(c) Each applicant is to read the current seniority rules of clerks and checkers agreement and sign a statement that he understands, and agrees to be [governed by](#) same.

3(D)(2)(d) Each applicant shall be dispatched from the hiring hall pursuant to an alphabetized rotational system. An applicant who is unavailable when called, for whatever reason, shall not be eligible for dispatch until such time as his name appears again on the alphabetized rotational list.

3(D)(2)(e) Individuals on the "B" list who then fail to obtain 200 hours during a con-

" A person who had retired prior to October 1, 2001, shall receive notice of these rule changes and shall have ninety (90) days from the date of the mailing of such notice to have their names placed on the "A" list. Such notice shall be mailed return-receipt requested.

tract year shall be placed on what shall be known as the "C" list.

3(D)(3) There shall be created a "C" list which shall be utilized when the "A" and "B" list are exhausted. The "C" list shall function in the following manner:

3(D)(3)(a) A list, in alphabetical order, will be established of individuals that have no seniority.

3(D)(3)(b) An initial registration fee of one hundred fifty Dollars (\$150.00) will be charged plus an annual renewal fee of one hundred dollars (\$100.00) will be collected by the union on October 1st of each year. Should an individual become delinquent in paying his fees, the union shall notify the seniority board in writing giving the particulars. The seniority board shall notify the delinquent party in writing and should said party refuse or fail to correct the said delinquency within ten (10) days, said party shall be suspended from any hiring list for a period of time to be determined by the seniority board.

3(D)(3)(c) This list will be maintained at strengths necessary to supply the needs of the port on peak workdays. Individuals not registered with the union shall not be entitled to job assignments.

3(D)(3)(d) Each applicant must complete the "Registration Application Referral" form and the five percent (5%) "Check-Off Authorization" form for the purpose of a service fee.

3(D)(3)(e) Each applicant is to read the current seniority rules of clerks and checkers agreement and sign a statement that he understands, and agrees to be governed by same.

3(D)(3)(f) Each applicant shall be dispatched from the hiring hall pursuant to an alphabetized rotational system. An applicant who is unavailable when called, for whatever reason, shall not be eligible for dispatch until such time as his name appears again on the alphabetized rotational list.

3(D)(3)(g) No person will be dispatched for job calls or employment who has not attained the age of seventeen (17) years.

3(D)(3)(h) A company may notify the union that a "C" list applicant is unsatisfactory for that company and said person shall not be dispatched to that company. Should a "C" list category applicant have three letters from three different employers in effect at one time, then he shall be dropped from the "C" list and shall not be re-registered unless all of the letters are rescinded by all of the employers.

4. The records of the Pension, Welfare, and Vacation Fund shall be the official source of years of service and hours worked. All seniority shall be based on these records except under circumstances when seniority has been determined as a result of the order of a court of competent jurisdiction.

5. Employees may receive credit for breaks in service which are due to:

5(A) Injury or illness to the extent of becoming eligible for workman's compensation or for benefits under the employers' I.L.A. Welfare Plan.

5(B) Absence due to military service provided the individual is reinstated in the industry in compliance with the requirements.

5(C) Absence due to a period of service as an officer or employee of the I.L.A. or its subdivisions.

6. Each employer company that had a minimum of 5,1000 clerk man hours in the previous year, and/or a new company that can show a planned service or sufficient line calls that equate to a potential of 5000 hours for the current year, is entitled to up to two first call persons in the skill categories as listed in 3(A)(2) of the Clerks & Checkers Local 1593/JMA Collective Bargaining Agreement. These categories are chief clerk, timekeeper, plan clerk, and TIR clerk.

6(A) When a first call position becomes available, the employer shall notify the hiring hall by letter.

6(B) The dispatcher will notify all personnel listed on the qualified hiring list, by dispatch tape. It is the responsibility of each person to notify the dispatcher of any change in his telephone number or any temporary number due to vacation, etc.

6(C) A period of five (5) weekdays, Monday through Friday, will be allowed for personnel interested in a particular first call job to sign-up at the hiring hall.

6(D) All bid jobs must be filled in the following order:

6(D)(1) All persons on the qualified hiring list shall be grouped in six (6) person increments for purpose of first call bidding only. A - 1 through 6, B - 7 through 12, C - 13 through 18 and so on. The employer shall have a choice of at least two men to select from at all times unless the employer waives that right in order to select a single bidder at a specific first call selection. When there are at least two bidders from the same group or increment, the employer must select from that group. If he does not, the employer cannot request another bid for a period of 45 days from the last bid.

In the event there is only one bidder in the highest available category group, the next senior man in the next lower group shall be offered the option to bid and continue this process until there are two bidders. At that point the employer must choose or withdraw the bid for a period of 45 days.

In all circumstances, the highest group of 6 shall have the first opportunity, then the next highest, and so on. In the event there is no bidder from a group such as A, then the bidding shall be eligible for all persons in the B group and then C, and so forth (the A, B, C, etc., listed here are the 6 person position grouping, not persons who are not on the qualified hiring list).

Checkers who are not active (such as retired persons or retired-on-disability, etc.) shall not be included in the listing groups for first call. Checkers who have already accepted first call jobs are not eligible to be on the bid list for a first call job during the period of April 1, 1992 to April 30, 1992. After April 30, 1992, a first call person may bid on any first call job the same as any other checker who is qualified.

6(E) No one may be first call for more than one (1) employer at a time, but may work around the clock for that employer in the capacity to which he is assigned without violating clause 7(K).

6(F) First call bid jobs are restricted to employees on the qualified hiring list only.

6(G) First call personnel report to their first call job assignments without regard to the seniority lists. However, when a first call person is not working his first call assignment, he will be referred out in accordance with the seniority rules for the qualified hiring list as outlined in paragraph 7 of this agreement.

6(H) It is understood that all first call jobs procured in prior contracts, will continue in their entirety for the life of this agreement, or until they are terminated by either the employer or the employee.

6(I) First Call Bid Time Limits for Employers:

6(I)(1) If a first call person quits an employer, the employer has the right to rebid the job immediately at his option.

6(I)(2) If a first call person is terminated without prejudice and does not grieve the issue, the employer may rebid immediately after the grievance filing deadline has expired.

6(I)(3) If a first call person is terminated with prejudice and no grievance is filed, procedure shall follow the above item 2.

6(I)(4) If a first call person is terminated with prejudice and a grievance is filed, the employer may not rebid this job until the grievance has been resolved. If the grievance is resolved in favor of the first call person, the employer will return the person to the job. If the grievance is resolved in favor of the employer, the employer may rebid the job immediately.

6(I)(5) An employer may elect to cancel a first call position at any time by notice to the first call employee and the union. In this event the employer may not reinstate the position or request a bid for same for 45 days from the date of the cancellation.

6(J) The union agrees that they will not furnish labor to other employers (employers not covered by the JMA/ILA Clerks and Checkers Collective Bargaining Agreement) except under the same terms and conditions as this seniority agreement.

7. In assigning personnel - other than first call for work covered by the Collective Bargaining Agreement, the following rules must, be observed by the hiring hall:

7(A) All personnel on the qualified hiring list shall have their preference of employment in the order of their ranking, starting at the top and working down until all jobs are filled.

7(B) When employment for a daytime start is accepted and then turned back in, there will be no further offer of employment until 1900.

7(B)(1) Personnel calling the dispatcher on the prior day order and not accepting any employment for daytime starts that are available, will be offered all jobs that become available for the next day until he accepts employment.

7(B)(2) All personnel not employed for daytime starts will be eligible for 1900 starts.

7(C) Personnel employed during the day for daytime starts, and replacements who receive four (4) hours pay shall have no seniority at the 1900 start until all men on the qualified hiring list have been offered employment.

7(D) Men working during the night and receiving eight (8) hours pay from 1900 hours shall have no seniority for daytime starts until all men on the qualified hiring list have been offered employment.

7(E) Personnel starting work are entitled to remain as long as they are continuously employed in the same job assignment in accordance with paragraph 8(E)(b) of the existing Collective Bargaining Agreement.

7(F) When personnel are released by the employer, their re-employment will follow procedures for new employment.

7(G) A non-first call chief clerk may continue on the same vessel the next day it works as chief clerk provided the regular first call chief clerk is unavailable, even if the job is obtained other than through the prior day order.

7(H) A non-first call chief clerk that prestows a vessel will be allowed to return the next day as chief clerk or prestow clerk as required by management, even if they obtained the job other than through the prior day order.

7(H)(1) Only personnel on the QHL will be entitled to arty continuity.

7(I) Employees assigned to a first call status are exempt from paragraph 7(C) provided the 1900 start in 7(C) is with the employer to which they are first call.

7(J) Employers must make every effort to train personnel now in the industry for specialized jobs.

7(K) No one may leave a job that continues to work past a new starting time to work or shape up for another vessel.

8(A) To ensure that all available jobs are properly filled according to the seniority rules, there has been established a hiring hall; located at 100 Heckscher Drive, telephone numbers 757-7625 and 757-7626. All employers and employees may avail themselves of this service between the hours of 3:00 p.m. and 5:30 p.m. for employees and 3:00 p.m. and 5:00 p.m. for employers, seven (7) days a week.

8(B) In the event an employee believes that he has been accidentally left off the hiring list for any day, he must notify the dispatcher, business agent, vice president, or president of the union by 0600 the following morning or any liability of the dispatch system will be deemed waived.

9. The following rules will apply in the utilization of the hiring hall:

9(A) All employers requiring labor for daytime starts are requested to phone their orders in as soon after 3:00 p.m. as possible, the previous day.

9(B) Orders for labor for 1900 and midnight starts may be phoned in the previous day between 3:00 p.m. and 5:00 p.m. or phoned in by 3:00 p.m. the same day labor is required. The dispatcher will log these orders when he comes on duty at 3:00 p.m.

9(C) All employees using the hiring hall are required to "shape-up" daily no later than 5:30 p.m. This is for 1900 and midnight starts the same day or for daytime

starts the following day.

9(D) Shape-up can be done by telephone 757-7625 and 757-7626, personal contact, through the chief clerk or through the employer.

9(E) If an employee does not shape-up, he will be passed over on the hiring list.

9(F) Whenever an employee accepts a job assignment and then becomes unable to report to the job, it will be his responsibility to contact the hiring hall, dispatcher, or union official, and the employer so that a replacement can be obtained.

9(G) In obtaining replacements, seniority rules will apply. The dispatcher at the hiring hall must be notified in order to complete daily work records accurately.

9(H) Any employee that reports to the job site and then calls for a replacement must stay until the replacement arrives or makes arrangements with the employer to cover the job classification. Any employee who accepts employment and more than once during any twelve month period fails to report to the job site and does not notify the hiring hall dispatcher or union official in a reasonable amount of time, defined as at least thirty (30) minutes prior to starting time, will be subject to the following penalties:

9(H)(1) An individual violating clause 9(H) for the first time will be issued a letter stating the offense.

9(H)(2) A second violation within a twelve (12) month period will carry an automatic one (1) day suspension.

9(H)(3) A third violation within three (3) months of the second offense will carry an automatic three (3) day suspension.

9(H)(4) A fourth violation within three (3) months of the third offense will carry an automatic five (5) day suspension.

9(H)(5) Each successive violation after the fourth violation occurring within three (3) months of the previous violation will carry an automatic five (5) day suspension.

9(H)(6) An individual who violates clause 9(H) three or more times within a twelve month period, but whose last violation occurs more than three months after the immediate prior violation, shall be disciplined at the same level called for by his immediate prior violation.

9(H)(7) An individual whose last violation occurred more than twelve (12) months prior to the violation now occurring will be treated as if he has violated clause 9(H)

for the first time.

10(A) The seniority board, on written and signed complaint, shall hear and determine whether or not the following rules and regulations have been violated:

10(A)(1) Collusion by an individual with an employer or employee to violate hiring hall rules.

10(A)(2) Use of a false social security number or another person's social security number.

The seniority board shall assess the following penalties against any person found to be guilty of the offenses listed in paragraphs 10(A)(1) and 10(A)(2) of this agreement.

1. First Offense: Seven (7) days suspension from any hiring list.

2. \*Second Offense: Fourteen (14) days suspension from any hiring list.

3. \*Third Offense: Thirty (30) days suspension from any hiring list.

4. \*Fourth Offense: Thirty (30) days suspension from any hiring list, plus such additional suspense as the seniority board deems appropriate, not to exceed six (6) months.

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

10(B) The seniority board shall have the authority to order offending parties to make whole any individual who has suffered loss of pay and benefits as a result of (1) violation of the hiring rules and regulations, or (2) violations of paragraph 10(A)(1) and 10(A)(2) of this seniority agreement.

11. Selection of individuals for jobs shall be without discrimination against any applicant by reason of membership or non-membership in I.L.A. Local 1593. Such selection shall be strictly in accordance with the above rules and procedures as set forth in this agreement and shall not be affected by union rules, by-laws, regulations, constitution provisions, or any other aspect of union membership, policies, or requirements.

12. This seniority plan cancels and supersedes any previous seniority plans in effect and becomes effective on the date of signing by the Jacksonville Maritime Association and I.L.A. Local 1593. It is the intent and purpose of all parties hereto

that no provision or part of this agreement shall be violative of any Federal or State law. Should any part be so ruled by a court of competent jurisdiction, the remaining provisions shall continue to apply.

13. This seniority plan may be amended only by mutual agreement between the parties thereto, and continues in full force and effect until cancelled or amended by the mutual agreement of both I.L.A. Local 1593 and the Jacksonville Maritime Association. This agreement will terminate with the current contract, midnight, September 30, 2004.

Agreed to this                      day of June, 2002

For I.L.A. Local 1593:

For the JMA Employers:

Jess R. Babich

James R. Gray, Jr.

President

Executive Director

Daniel Teague

Steven Penna

Vice President

Seniority Board

Robert Deen, Jr. Seniority Board

Darrell Creamer Seniority Board