

JMA/ILA Longshore
Military MPS Agreement

WHEREAS, one or more members of the JMA may enter into an agreement with the United States Government by the Military Traffic Management Command thereafter "MTMC") for stevedoring and related terminal services for MPS (Military Propositioned Ships) at Blount Island, Jacksonville, Florida, for a period of two years from November, 1991 through approximately November, 1993, and;

WHEREAS, JMA and ILA agree to enter Into this special co tract for handling MPS vessels at Blount Island, which constitutes a departure from the current JMA/ILA Longshore and Clerks & Checkers agreements covering longshoring an related work, for the period December 1, 1990 through September 30, 1994 (hereinafter also referred to as "the Silver Book agreements") necessitated by the Government criteria for bidding this work.

NOW THEREFORE, JMA and ILA hereby agree that the provisions of the JMA/ILA Collective Bargaining Agreements (Silver Book Agreements) with Local 1408, ILA, shall apply in all respects, except as follows:

1. Wages: Straight time and overtime wages (see paragraph # 9 regarding straight time and overtime hours for this agreement) shall be paid as follows in accordance with the wage scales listed for base labor In the current CBA (Silver Book) far JMA/ILA Longshore work.

Effective 12/01/80: Container Wage \$19.00 S.T./\$28.50 O.T.
 Breakbulk Wage \$15.50 S.T./\$23.25 O.T.

Effective 10/01/91: Container Wage \$20.00 S.T./\$30.00 O.T.
 Breakbulk Wage \$16.00 S.T./\$24.00 O.T.

Effective 10/01/92: Container Wage \$21.00 S.T./\$31.50 O.T.
 Breakbulk Wage \$16.50 S.T./\$24.75 O.T.

Effective 10/01/93: Container Wage \$22.00 S.T./\$33.00 O.T.
 Breakbulk Wage \$17.00 S.T./\$25.50 O.T.

No skill differentials will be added to the wages set forth above.

2. Guarantees: There are to be no guarantees and no minimum call time after any meal hour. There are to be no guarantees for Holidays, Saturdays, Sundays, or for any other days and no minimum guarantees for hours on any ordering times.

3. Time Period: The work week shall begin at 7:00 a.m. On Monday and conclude at 7:00 a.m. of the following Monday.

4. Meal Hours: Breakfast: 6:00 a.m. - 7:00 a.m., Lunch: 10 Noon - 1:00 p.m., Dinner: 8:00 p.m. - 7:00 p.m., Midnight Lunch: 12 Midnight - 1:00 a.m.

Employees shall work through lunch when required at straight time rates. (And that does not exclude ammunition pay, when applicable). Meal hours, as listed, shall be observed to the extent practicable. In any event the employer/contractor shall give a meal hour when the employees have worked six (6) hours after the end of the last meal break. This requirement shall be waived in situations which are life-threatening or where there is damage to the vessel, in circumstances which mandate that the employees keep working.

5. Pay-Off: Employees shall be paid only at the end of their assigned daily work periods.

6. Replacements: If employees leave the job without the consent of management, they shall not receive their pay until the remainder of the employees are paid at the end of their work assignment. Replacements shall be furnished, provided that they are requested by management.

7. Fringe Benefits: The employers shall remit contribution to the local Pension & Welfare Funds on behalf of longshoremen and clerks and checkers in the same amounts and manners as set forth in the respective JMA/ILA Collective Bargaining Agreements (Silver Rook Agreement).

8. Ordering Out. Employees may be ordered out for any starting time of day, night or weekends; provided, however, that all such orders must be placed within the same time constraints as per the aforementioned JMA/ILA Collective Bargaining (Silver Rook) Agreements; provide, further, that cancellations and/or modifications may be made without penalty, but only if they are made at least two hours prior to the starting time of an order.

9. Straight Time Hours and Overtime Hours: Straight time hours will be paid for all work regardless of the day of the week, including meal hours, providing the employee has not worked 40 hours for MPS contractor, during designated work week.

An employee shall be paid at overtime rates for any and all such hours in excess of 40 hours during the designated work week.

10. Minimum Gang Sizes:

Container Handlings: Gangs handling containers shall consist of no less than 14 longshoremen per gang. The gang shall perform all work, including lashing, unlashings and other work as assigned.

Gangs on Ro-Ro vessels shall consist of no less than 22 longshoremen.

On all other vessel operations, the number of men is to be determined solely by the employer.

11. Ammunition Pay: Ammunition pay, as specified by the JMA/ILA Agreements, will be paid whenever ammunition is on board the ship, whether it is actually being worked or not. All men assigned to the ship will be covered. Ammunition pay will be double the prevailing rate of pay. Longshoremen ordered to work ammunition in the staging area will be paid double the prevailing rate of pay.

12. Container Royalty and Tonnage Assessments: In as much as the cargo carried aboard MPS vessels is not ordinarily intended to be transported to foreign ports for further handling, and, in fact, in the anticipated course of events will be returning for domestic rehandling, JMA and ILA agree that the provisions relating to container royalties, premium dollars, and tonnage assessments shall not apply. In lieu thereof, the employer/MPS contractor shall remit a special contribution equivalent to paid for each and every of its employees for work or service Special Agreement, to be remitted to the South Atlantic ILA; as and when it remits (the separate) fringe benefits contributions in accordance with provisions of paragraph 7 above. JMA and ILA agree that the crediting of hours for GAI and vacation and holiday benefits shall be based on pension and welfare hours.

13(a) It is expressly understood and agreed by JMA for and on behalf of its employer members, that all work and services performed by them or any of them pursuant to their commitments to MTMC under awards for MPS (any extension thereof) falling within the scope of longshoring, and related work encompassed by the JMA/ILA Collective Bargaining Agreements (Silver Book), including, but not limited to, the work described at paragraphs 13(A)(1) of the respective longshoremen's, shall be performed by members of the bargaining unit covered by said agreements, exclusively.

13(b) It is further understood and agreed that no employer/contractor will perform work or services within the scope of operations presently being performed at piers and terminals in the port of Jacksonville, either directly or indirectly, by contracting out such work or services which historically and regularly have been or is currently being performed by employees covered by those agreements, in fulfilling their commitments under MPS (or any extensions thereof) unless such work or services are performed by employees covered by those agreements. For the purposes of this Special Agreement, "subcontracting" shall include - but shall not be limited to - the performance of such work or services by supervision or management; or by military personnel whenever and whenever the employer/contractor is to perform such work and or services.

13(c) It is specifically understood and agreed that paragraphs 12, 13(E), 14, 15, 16, and 17 of the JMA/ILA Longshoremen's Agreement (Silver Book) shall apply to this Special Agreement.

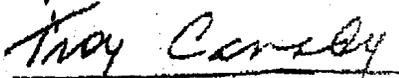
13(d) Hard hat and safety shoe regulations shall be enforced at all times.

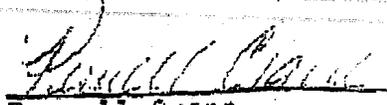
14. JMA and ILA agree that this agreement shall not be construed as a waiver of working conditions or guarantees on any work covered by the current JMA/ILA Longshoremen's (Silver Book) Agreement, except as they apply to stevedoring and related terminal services for the MPS award by MTMC. JMA and ILA agree to a waiver of the so-called "me too" clauses or "favored nation" clauses for the purposes of the Special Agreement only.

15. The term of this agreement shall be contemporaneous with the period of MPS, currently anticipated to commence on November, 1991 and to terminate approximately November, 1993. On or before sixty (60) days prior to (a) the date of the actual termination of this agreement; or (b) if none is so specified in the award to the employer/contractor (a copy of which will be furnished to the ILA locals herein), November, 1993, JMA or ILA may notify the other, in writing, to their respective places of business, that It will not extend this special contract for an additional year (i.e., one year from the actual

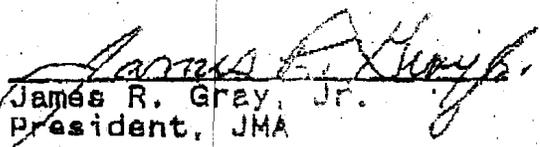
termination date, or to November, 1994, as the case may be). In the absence of such timely notice, the terms of this Special Agreement shall continue in effect for one additional year, as the case may be, but only with respect to work or services to be performed on MPS vessels under the MPS Program or any extension thereof.

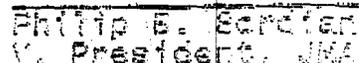
FOR THE ILA


Troy Canady
President, Local 1408


Pernel Crane
V. President, Local 1408

FOR THE JMA


James R. Gray, Jr.
President, JMA


Philip E. Scrofen
V. President, JMA

Approved:

Benny Holland
President, SAGCD, ILA

John Bowers
President, ILA

Perry C. Harvey, Jr.
Chairman, S. Atlantic Employees
Negotiating Committee

Approved:

Steven Penha
Steven Penha
Port Negotiator

James P. Lamb
Coordinator, SAENC

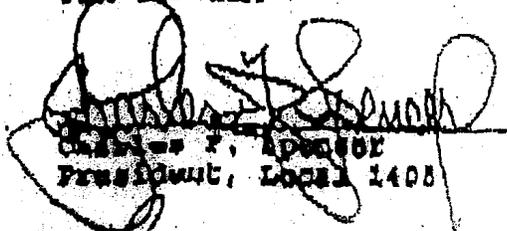
JMA/ILA Longshore
Military MPS Agreement

It is agreed that the Military MPS Agreement dated November 4, 1991, between the Jacksonville Maritime Association and Local 1408, International Longshoremen's Association, AFL-CIO, and further extended to September 10, 1996, will now be extended to December 31, 1997.

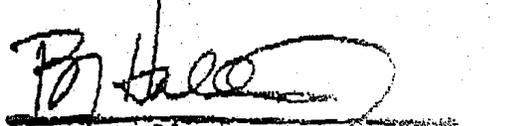
It is further agreed that the ammunition pay as per paragraph 11 of the agreement dated November 4, 1991, will be one and a half times the prevailing rate effective January 1, 1996.

Agreed to this 10th day of November, 1995.

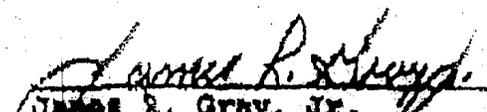
FOR THE ILA


Charles F. Aponte
President, Local 1408


Kenneth Crane
V. President, Local 1408


Benny Holland
E.A. & U.C.D. Vice President

FOR THE JMA


James R. Gray, Jr.
Executive Director, JMA


Steven Pears
Port Negotiator, JMA

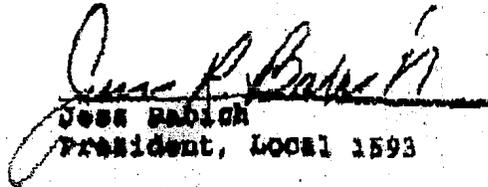
JMA/ILA Clerks & Checkers
Military MPS Agreement

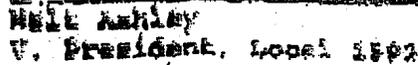
It is agreed that the Military MPS Agreement dated November 4, 1991, between the Jacksonville Maritime Association and Local 1593, International Longshoremen's Association, AFL-CIO, and further extended to September 30, 1996, will now be extended to December 31, 1997.

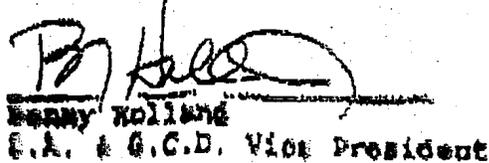
It is further agreed that the ammunition pay as per paragraph 10 of the agreement dated November 4, 1991, will be one and a half times the prevailing rate effective January 1, 1996.

Agreed to this 10th day of November, 1995.

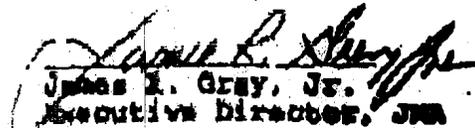
FOR THE ILA

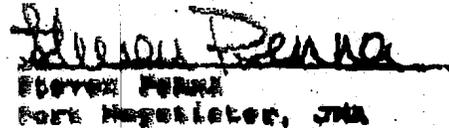

Jess Sabich
President, Local 1593


Mike Ashley
V. President, Local 1593


Benny Holland
I.A. & G.C.D. Vice President

FOR THE JMA


James I. Gray, Jr.
Executive Director, JMA

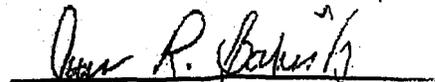

Steven Perna
Port Negotiator, JMA

JACKSONVILLE MARITIME ASSOCIATION
ILA LONGSHOREMEN
AND
ILA CLERKS & CHECKERS
MILITARY MPS AGREEMENT EXTENSION

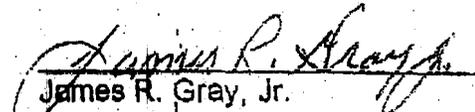
It is agreed that the Military MPS agreement last extended between the Jacksonville Maritime Association and ILA Locals 1408 & 1593, which currently expires December 31, 1998, will now be extended to September 30, 2001 which will run concurrently with the current collective bargaining agreement.

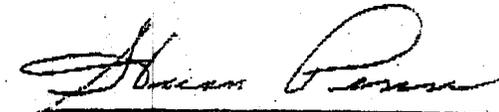
FOR THE ILA:


Charles F. Spencer
President, ILA Local 1408


Jess R. Babich
President, ILA Local 1593

FOR THE JMA:

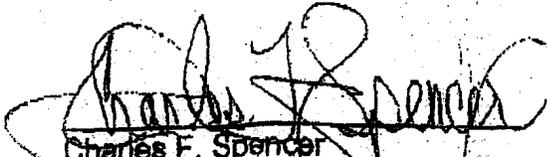

James R. Gray, Jr.
Executive Director, JMA


Steven Penna
Jacksonville Maritime Assn.

JACKSONVILLE MARITIME ASSOCIATION
ILA LONGSHOREMEN
AND
ILA CLERKS & CHECKERS
MILITARY MPS AGREEMENT EXTENSION

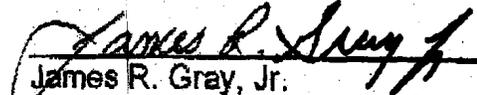
It is agreed that the Military MPS agreement between the Jacksonville Maritime Association and ILA Locals 1408 & 1593, which currently expires September 30, 2001 will now be extended to September 30, 2002.

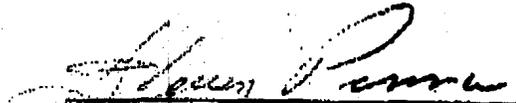
FOR THE ILA:


Charles F. Spencer
President, ILA Local 1408


Jess R. Babich
President, ILA Local 1593

FOR THE JMA:


James R. Gray, Jr.
Executive Director, JMA


Steven Penna
Jacksonville Maritime Assn

JMA/ILA Longshore
Military MPS Agreement

It is agreed that the military MPS Agreement dated November 4, 1991, between the Jacksonville Maritime Association and Local 1408, International Longshoreman's Association, AFB-CIO, is extended to September 30, 1996.

This extension will be in accordance with the agreement dated October 25, 1993, extending the Jacksonville Maritime Association/ILA Local 1408 Collective Bargaining Agreement to September 30, 1998. All terms and provisions of the agreement of November 4, 1991 remain except as follows:

1. Wages:

Effective 10/01/93: Container wage \$21.00 S.T./\$31.50 O.T.
Breakbulk wage \$16.50 S.T./\$24.75 O.T.

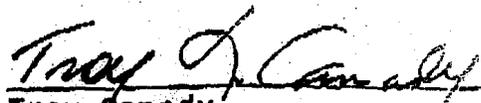
These wages are to be in effect until September 30, 1996.

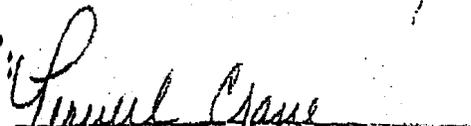
As per the agreement dated October 25, 1993, retroactive to October 1, 1993, the fringe benefit will be as follows:

Container hours: \$9.20
All other hours: \$8.70

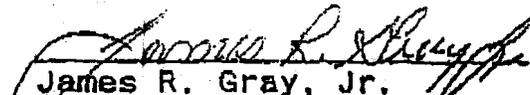
Agreed to this 28th day of October, 1993.

FOR THE ILA


Troy Canady
President, Local 1408


Parnell Crane
V. President, Local 1408

FOR THE JMA


James R. Gray, Jr.
Executive Director, JMA

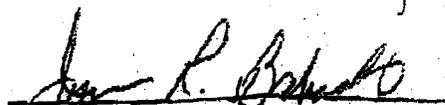

Steven Penna
Port Negotiator, JMA

JACKSONVILLE MARITIME ASSOCIATION
ILA LONGSHOREMEN
AND
ILA CLERKS & CHECKERS
MILITARY MPS AGREEMENT EXTENSION

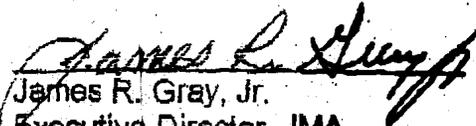
It is agreed that the military MPS agreement last extended October 1, 2001, between the Jacksonville Maritime Association and ILA Locals 1408 & 1593, which currently expires September 30, 2002, will now be extended to September which will run concurrently with the current collective bargaining agreement.

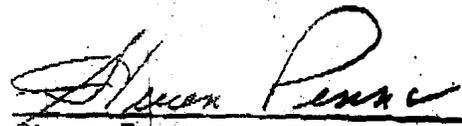
FOR THE ILA:


Charles F. Spencer
President, ILA Local 1408


Jesse R. Babich
President, ILA Local 1593

FOR THE JMA:


James R. Gray, Jr.
Executive Director, JMA


Steven Penna
Jacksonville Maritime Assn

JMA/ILA Clerks & Checkers
Military MPS Agreement

SPECIAL AGREEMENT made and entered into on the 4th day of November, 1991, between The Jacksonville Maritime Association, representing its employer member companies (hereinafter "JMA"), and Clerks and Checkers Local 1593, International Longshoremen's Association, AFL-CIO.

WHEREAS, one or more members of the JMA may enter into an agreement with the United States Government by the Military Traffic Management Command (hereinafter "MTMC") for stevedoring and related terminal services for MPS (Military Propositioned Ships) at Blount Island, Jacksonville, Florida, for a period of two years from November, 1991 through approximately November, 1993, and;

WHEREAS, JMA and Local 1593 agree to enter into this special contract for handling MPS vessels at Blount Island, which constitutes a departure from the current JMA/Local 1593, Clerks & Checkers agreements for the period December 1, 1990 through September 30, 1994, necessitated by the Government criteria for bidding this work.

NOW THEREFORE, JMA and Local 1593 hereby agree that the provisions of the Deep-Sea Agreement shall apply in all respects, except as follows:

1. Wages: Clerks and Checkers wages for this agreement shall be Identical to the wages set forth in the JMA/ILA Longshore Agreement for MPS military work. Straight time and overtime wages (see Paragraph # 9 regarding straight time and overtime hours for this agreement) shall be paid as follows in accordance with the wage scales listed for base labor in the current CBA (Silver Book) for JMA/ILA Longshore work.

Effective 12/01/80: Container Wage \$19.00 S.T./\$28.50 O.T.
 Breakbulk Wage \$15.50 S.T./\$23.25 O.T.

Effective 10/01/91: Container Wage \$20.00 S.T./\$30.00 O.T.
 Breakbulk Wage \$16.00 S.T./\$24.00 O.T.

Effective 10/01/92: Container Wage \$21.00 S.T./\$31.50 O.T.
 Breakbulk Wage \$16.50 S.T./\$24.75 O.T.

Effective 10/01/93: Container Wage \$22.00 S.T./\$33.00 O.T.
 Breakbulk Wage \$17.00 S.T./\$25.25 O.T.

No skill differentials will be added to the wages set forth above.

2. Guarantees: There are to be no guarantees and no minimum call time after any meal hour. There are to be no guarantees for Holidays, Saturdays, Sundays, or for any other days and no minimum guarantees for hours on any ordering times.

3. Time Period: The work week shall begin at 0800 hours on Monday and concluded at 0800 hours the following Monday.

4. Meal Hours: Breakfast: 0600- 0700, lunch: 1200 - 1300, Dinner: 1800 - 1900, Midnight: 2400 - 0100.

Employees shall work through lunch when required at straight time rates. (And that does not exclude ammunition pay, when applicable). Meal hours, as listed, shall be observed to the extent practicable. In any event, the employer/contractor shall give a meal hour when the employees have worked six (6) hours after the end of the last meal break. This requirement shall be waived in situations which are life-threatening or where there is damage to the vessel, in circumstances which mandate that the employees keep working.

5. Pay-Off: Employees shall be paid only at the end of their assigned daily work periods.

6. Replacements: If employees leave the job without the consent of management, they shall notify receive their pay until the remainder of the employees are paid at the end of their work assignment. Replacements shall be furnished, provided that they are requested by management.

7. Fringe Benefits: The employers shall remit contributions to the local Pension & Welfare Funds on behalf of clerks and checkers in the same amounts and manners as set forth in the respective JMA/Local 1593 Deep-Sea Agreement.

8. Ordering Out: Employees may be ordered out for an starting time of day, night or weekends; provided, however that all such orders must be placed within the same time constraints as per the JMA/Local 1593 Deep-Sea Agreement, provided, further; that cancellations and/or modifications may be made without penalty, but only if they are made at least two (2) hours prior to the starting time of an offer.

9. Straight Time Hours and Overtime Hours: Straight tim^e hours will be paid for all work regardless of the day of the week, including meal hours, providing the employee has not worked 40 hours for MPS contractor, during designated l work week. An employee shall be paid at overtime rates for any and all such hours in excess of 40 hours during the designated work week.

10. Ammunition Pay: Ammunition pay shall be paid whenever ammo is on board the ship, whether it is actually being worked or not. All men assigned to the ship will be covered. Ammo pay will be double the prevailing rate of pay. Clerks and Checkers ordered to check ammo in the Staging Area will be paid double the prevailing rate of pay.

11. Container Royalty and Tonnage Assessments: In as much as the cargo carried aboard MPS vessels is not ordinarily intended to be transported to foreign ports for further handling, and, in fact, in the anticipated course of event will be returning for domestic rehandling, JMA and Local 1593 agree that the provisions relating to container royalties, premium dollars, and tonnage assessments shall not apply. In lieu thereof, the employer/contractor shall remit a special contribution equivalent to \$0.10 per man hours paid for each and every of its employees for work or services rendered pursuant to this

Special Agreement, to be remitted to the South Atlantic ILA/Employer District Escrow Fund as and when it remits the separate fringe benefit contributions in accordance with the provisions of paragraph 7 above. JMA and Local 1593 agree that crediting of hours for GAI and vacation and holiday benefits shall be based on pension and welfare hours.

12. Manning: The number of Clerks, Checkers, Timekeepers and any other personnel to be furnished by Local 1593, shall be determined by the employer/contractor, provided, however, that no less than one (1) checkers shall be required for each container gang and no less than two (2) checkers shall be required for each Ro-Ro gang. Clerks utilized by the employer/contractor shall perform any function as they may be directed by the employer/contractor.

12(a) Pay rates, guarantees, cancellations, new orders, starting times and all other conditions applicable to longshoremen on MPS vessels shall also apply to clerks and checkers employed under this Special Agreement.

13(a) It is expressly understood and agreed by JMA for and on behalf of its employer members, that all work and services performed by them or any of them pursuant to their commitments to MTMC under awards for MPs (any extensions thereof) falling within the scope of clerking and related work encompassed by the Deep-Sea Agreement, including, but not limited to, the work described at paragraphs 13(A)(1) of the Clerks and Checkers Agreement, shall be performed by members of the bargaining units covered by said agreements, exclusively.

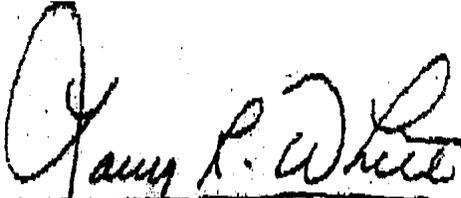
13(b) It is further understood and agreed that no employer/contractor will perform work or services within the scope of operations presently being performed at piers and terminals in the port of Jacksonville, either directly or indirectly, by sub-contracting out such work or services which historically and regularly have been or is currently being performed by employees covered by those agreements, in fulfilling their commitments under MPG (or any extensions thereof) unless such work or services are performed by employees covered by those agreements. For the purpose of this Special Agreement "sub-contracting" shall include - but shall not be limited to - the performance of such work or service by supervision or management or by military personnel wherever and whenever the employer/contractor is to perform such work or services.

13(c) It is specifically understood and agreed that paragraphs 12, 13(E), 14, 15, 16, and 17 of the JMA/Local 1593 Deep-Sea Agreement shall apply to this Special Agreement.

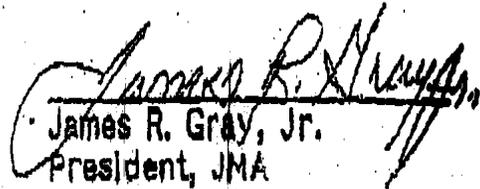
14. JMA and Local 1593 agree that this agreement shall not be constructed as a waiver of working conditions or guarantees on any work covered by the current JMA/Local 1593 Agreements, except as they apply to stevedoring and related terminal services for the MPS award by MTMC. JMA and Local 1593 agree to a waiver of the so-called "me too" clauses or "favored nation" clauses for the purposes of this Special Agreement only.

15. The term of this agreement shall be contemporaneous, with the period of MPS, currently anticipated to commence on November, 1991 and to terminate approximately November, 1993. On or before sixty (60) days prior to (a) the date of the actual termination of this agreement; or (b) If none is so specified in the award to the employer/contractor (a copy of which will be furnished to the ILA local herein), November, 1993 JMA or Local 1593 may notify the other, in

writing, to their respective places of business, that it will not extend this special contract for an additional year (i.e., one year from the actual termination date, or to November, 1994, as the case may be). In the absence of such timely notice, the terms of this Special Agreement shall continue in effect for one (1) additional year, as the case may be, but only with respect to work or services to be performed on MP's vessels under the MPS Program or any extension thereof.



L. White, President
ILA Local 1593



James R. Gray, Jr.
President, JMA

R. Jones, Business Agent
ILA Local 1593

Phillip B. Sordjan
V. President, JMA

JMA/ILA Clerks & Checkers
Military MPS Agreement

It is agreed that the Military MPS Agreement dated November 4, 1991, between the Jacksonville Maritime Association and Local 1593, International Longshoreman's Association, AFL-CIO, is extended to September 30, 1996.

This extension will be in accordance with the agreement dated October 25, 1993, extending the Jacksonville Maritime Association/ILA Local 1593 Collective Bargaining Agreement to September 30, 1996. All terms and provisions of the agreement of November 4, 1991 remain except as follows:

Wages:

Effective 10/01/93: Container wage \$21.00 S.T./\$31.50 O.T.
Breakbulk wage \$16.50 S.T./\$24.75 O.T.

These wages are to be in effect until September 30, 1996.

As per the agreement dated October 25, 1993, retroactive to October 1, 1993, the fringe benefit will be as follows:

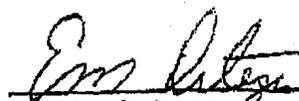
Container hours: \$9.20
All other hours: \$8.70

Agreed to this 28th day of October, 1993

FOR THE ILA

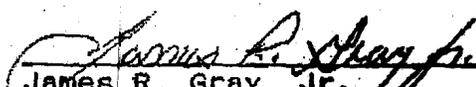


Jess Babich
President, Local 1593

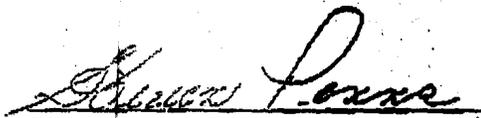


E. M. Ortega
V. President, Local 1593

FOR THE JMA



James R. Gray, Jr.
Executive Director, JMA



Steven Penna
Port Negotiator, JMA