

201-000083-003

September 5, 1986  
(As revised October 31, 1986)

AGREEMENT

A Committee Representing  
NEW YORK SHIPPING ASSOCIATION, INC. ("NYSA")  
CARRIERS CONTAINER COUNCIL ("CCC")  
JSP AGENCY, INC. ("JSP")

and

BOSTON SHIPPING ASSOCIATION, INC. ("BSA")

with the

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO ("ILA")

on the

SEVEN (7) MASTER CONTRACT ISSUES

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The following is agreed to by the above, hereinafter referred to as "Management" and ILA in final and complete settlement of the seven (7) Master Contract issues:

1. WAGES

1st year - \$17.00 per hour straight time rate  
2nd year - \$17.00 per hour straight time rate  
3rd year - \$18.00 per hour straight time rate

Employees entering the industry and employed under this collective bargaining agreement for the first time after October 1, 1986 (never having been employed or registered in the industry in any year prior thereto) shall be deemed new employees who shall receive \$14.00 per hour straight time rate for the first two years and \$15.00 per hour in the third year. New longshoremen must be qualified to be drivers of all equipment before they are hired and do any work assigned to them.

2. **CONTRIBUTIONS TO WELFARE PLANS**  
1st year, total contribution of \$2.50 per hour  
2nd year, total contribution of \$2.50 per hour  
3rd year, total contribution of \$2.70 per hour

3. **CONTRIBUTIONS TO PENSION PLANS**  
1st year, total contribution of \$3.75 per hour  
2nd year, total contribution of \$3.75 per hour  
3rd year, total contribution of \$4.00 per hour

The amounts in paragraphs "2" and "3" above may be allocated to fringe benefits as agreed to by the local ILA and Port Associations in each of the Ports covered by this Agreement.

4. **HOURS**  
To remain as in the present agreement.

5. **TERM OF AGREEMENT**  
Three year contract

1st year commencing on October 1, 1986 to September 30, 1987  
2nd year commencing on October 1, 1987 to September 30, 1988  
3rd year commencing on October 1, 1988 to September 30, 1989

6. **CONTAINERIZATION**
- A. **Gang Size:** The container gang size shall remain the same as in the present agreement: Namely, the eighteen men plus two drivers provided by Section 5 of the Containerization Agreement. This same gang size shall be applicable to Ro-Ro and other automated ships as well, except as provided by paragraph "6. E." below relating to the small container ship contract. However, as of November 25, 1986, two (2) of the eighteen men within the gang shall be assigned to work as drivers; on October 1, 1987, two (2) additional men, within the gang, or a total of four (4) men shall be assigned to work as drivers. Men assigned as drivers within a gang must perform such function or shall be replaced by men who do drive. Any drivers over the amounts specified above shall be at the discretion of the employer.
- B. **Stuffing and Stripping:** The minimum stuffing and stripping gang shall consist of one longshoreman and one checker in loading and unloading a container who shall work as directed by the Employer. (See Paragraph 10.)

C. The Second Container Royalty Dollar: The second container royalty dollar (not used for supplemental cash benefits) shall be eliminated but the carriers shall continue to pay the other two container royalties to be used for supplemental cash benefits.

D. Clerical Work Covered by Agreements: Checkers and Clerks shall perform all clerical work on container waterfront facilities which historically and regularly has been performed by them including work related to the receipt and delivery of cargo, hatchchecking, 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. "prestou"  
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E. Small Container Ship Contract:

1. For container vessels with a capacity of 150 TEU's, or less, the gang size shall be fourteen (14) men which shall include a foreman.

2. For Ro-Ro vessels having a capacity of 150 TEU's or less, the gang size shall be eleven (11) men which shall include a foreman.

3. The above gang sizes are minimums only. If more than one gang is employed at the same time, one (1) additional man 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.

7.

LASH Barge Gang

A. Each of the LASH barge gangs shall be reduced by two (2) longshoremen effective October 1, 1987.

B. Reduction of Certain Gang Sizes

Reduction in the size of the unitized breakbulk gang, neo-bulk gang, bulk gang, lumber gangs and specialty gangs in each Port shall be negotiated locally.

8. JSP

The Job Security Program shall be discontinued as of October 1, 1986, except for the purpose of meeting any obligations of the Fund under the existing agreement. Any surplus, after all such obligations have been satisfied, shall be discussed with the ILA.

9. MAINTENANCE WORK COVERED BY THE AGREEMENTS

It is agreed that the jurisdiction of the ILA shall cover the maintenance of containers at waterfront container facilities by ILA Maintencemen as provided in the Containerization Agreement. In a lease situation, a damaged container may not be returned and an undamaged container exchanged for it but the container repair must be made at an ILA port by ILA Maintencemen. Leased containers may be returned whether or not they are damaged, where the leased container is being terminated and a new container is not being picked up in its place. No carrier shall use such provision to evade the maintenance jurisdiction of the ILA. Damaged empty containers shall not be shipped overseas for the sole purpose of being repaired.

10. MINIBRIDGE AND OTHER LTL CONTAINERS

The parties agree that every effort shall be made to have containers, both those covered by the Rules on Containers and minibridge LTL containers, stuffed and stripped at waterfront facilities. The return to the waterfront facilities of LTL container stuffing and stripping shall be a matter of the essence of this agreement. To encourage such work, with special attention to minibridge LTL containers, the parties shall meet immediately after ratification to adopt programs which shall devise methods and practices of stuffing and stripping containers in a competitive manner.

11. RULES ON CONTAINERS

The Rules on Containers and the Containerization Agreement shall be continued in effect as they are written.

All other agreements shall be conformed as necessary to meet the requirements of this agreement. The parties shall meet for the purpose of reviewing their interpretation of Rules 3 and 5 as well as the household exemption as it applies to government employees. All rulings, determinations and interpretations of the Management-ILA Emergency Hearing Panel shall remain in full force and effect, except as may be modified by the parties.

SIGNATORIES

- A. If any carrier does not subscribe to this Agreement and the appended Containerization Agreement, the ILA shall have the right not to work on the loading and discharging of its ships or any work ancillary thereto.
- B. This Master Agreement is entered into by New York Shipping Association, Inc. and Boston Shipping Association, Inc. on behalf of their members in their respective Ports; by JSP Agency, Inc. on behalf of its carrier members on JSP issues; and, by the Carriers Container Council on all issues pertaining to Containerization, LASH and Ro/Ro on behalf of their members in such ILA Atlantic and Gulf Ports as their vessels call.

The above constitutes the full Agreement of the parties on the Master Contract issues.

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Except where otherwise specifically provided, this Agreement shall become effective on October 4, 1986 provided that agreement on local conditions has been reached.

Dated: Washington, D. C.  
September 5, 1986

NEW YORK SHIPPING ASSOCIATION, INC.

by Anthony J. Fozzle  
President

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

by Thomas W. Gerson  
President

CARRIERS CONTAINER COUNCIL

By David J. Allen  
Chairman

ATLANTIC COAST DISTRICT, ILA, AFL/CIO

By Thomas W. Gerson  
President

JSP AGENCY, INC.

By Robert A. Mundy  
Chairman

SOUTH ATLANTIC & GULF COAST DISTRICT, ILA, AFL/CIO

By J. H. Raspberry  
President

BOSTON SHIPPING ASSOCIATION, INC.

By M. E. Allen  
Executive Director