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AGREEMENT

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BETWEEN

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A COMMITTEE REPRESENTING

CARRIERS CONTAINER COUNCIL, INC. ("CCC")

NEW YORK SHIPPING ASSOCIATION, INC. ("NYSA")

BOSTON SHIPPING ASSOCIATION, INC. ("BSA")

SOUTHEAST FLORIDA EMPLOYERS PORT ASSOCIATION ("SEFEPA")

COUNCIL OF NORTH ATLANTIC SHIPPING ASSOCIATIONS ("CONASA")

AND

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

ON THE

MASTER CONTRACT ISSUES

Miami Beach, Florida

October 30, 1990



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**CARRIERS CONTAINER COUNCIL, INC. ("CCC")
NEW YORK SHIPPING ASSOCIATION, INC. ("NYSA")
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COUNCIL OF NORTH ATLANTIC SHIPPING ASSOCIATIONS ("CONASA")**

AND

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

ON THE

MASTER CONTRACT ISSUES

The following is agreed to by the above Associations hereinafter referred to as "Management" to the ILA to be in complete and final settlement of the Master Contract issues relating to containerization, LASH and Ro-Ro.

1.

WAGES

1st year -- December 1, 1990 to September 30, 1991
\$19.00 per hour straight time rate

2nd year -- October 1, 1991 to September 30, 1992
\$20.00 per hour straight time rate

3rd year -- October 1, 1992 to September 30, 1993
\$21.00 per hour straight time rate

4th year -- October 1, 1993 to September 30, 1994
\$22.00 per hour straight time rate

Employees who entered the industry on or after October 1, 1986 and who are presently receiving wage rates below \$18.00 per hour straight time rate shall be given a wage increase to \$18.00 per hour straight time rate on December 1, 1990; \$1.00 per hour straight time rate on October 1, 1991; \$1.00 per hour straight time rate on October 1, 1992 and \$1.00 per hour straight time rate on October 1, 1993 for a total of \$21.00 per hour straight time rate.

Employees entering the industry and employed under this Collective Bargaining Agreement for the first time as of December 1, 1990 (never having been employed or registered in the industry in any year prior thereto) shall be deemed new employees who shall receive \$15.00 straight time per hour after December 1, 1990.

New longshoremen must meet job requirements as set by the employers in each port, including the ability to drive any and all equipment, before they are hired and must agree to perform any and all work assigned to them. Non-containerization wages are to be determined by local negotiations.

2.

CONTRIBUTIONS TO WELFARE, PENSION
AND OTHER FRINGE BENEFIT PLANS

Effective December 1, 1990, the amount of welfare and pension contribution for each of the four (4) years of the agreement shall be as follows:

First year	-	a total of \$7.45 per hour
Second year	-	a total of \$7.65 per hour
Third year	-	a total of \$7.80 per hour
Fourth year	-	a total of \$8.05 per hour

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. Qualifications for fringe benefits shall be determined on a local basis.

3 (A). HOURS - FLEX-TIME

Each local port or district may institute a flex-time system at waterfront terminals on a local basis for the continuous receiving and delivery of containers with the details of flex-time to be worked out on a local basis.

3 (B). SHIP STARTING TIME

It is acknowledged that ship starting times are local issues, but the parties agree that the local agreement should contain a midnight starting time modeled after the Houston midnight start with details to be worked out on a local basis.

4. TERM OF AGREEMENT

Term of agreement shall be three (3) years and 10 months:

- 1st period commencing on December 1, 1990 and ending on September 30, 1991.
- 1st full year commencing on October 1, 1991 to September 30, 1992.
- 2nd full year commencing on October 1, 1992 to September 30, 1993.
- 3rd full year commencing on October 1, 1993 to September 30, 1994.

5. CONTAINERIZATION

GANG SIZES

The gang size shall be reduced in all Master Contract ports by two (2) men. The first reduction shall take place on December 1, 1990 and the second reduction shall take place on October 1, 1992. Such reduction shall

apply to all gangs including container gangs, Ro-Ro gangs, LASH ship gangs, LASH barge gangs and small boat or feeder barge gangs. The Feeder Barge Agreement of January 1987 shall be vigorously enforced.

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 at any one time.

Batching Rule:

While batching and overland movement of containers shall remain in the contract, it is agreed that enforcement of the batching rule shall be stayed until January 1, 1991 and all violations prior thereto shall be forgiven.

6.

DRUG AND ALCOHOL ABUSE

The parties recognize that a quality service performed by a well-trained experienced work force is in the best interest of the entire industry.

It is agreed that Drug and Alcohol Abuse will be covered by a detailed program. A joint committee composed of six (6) representatives from each side shall be convened promptly for the purpose of agreeing on such a program to be effective January 1, 1991.

7.

STAFFING

Management and the ILA agree that staffing is a local issue. Where the ILA and Management agree that there is a problem with staffing, the ILA agrees to help Management resolve such staffing problem.

8.

ILA JURISDICTION OVER WORK COVERED BY THE MASTER AGREEMENT

Management hereby reaffirms that the ILA employee has jurisdiction over longshore, checker, maintenance and

other ILA craft work conferred on such workers by the Containerization Agreement.

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.

9. CLERICAL WORK COVERED BY AGREEMENTS

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, hatchchecking, 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.

10 (A). MAINTENANCE WORK COVERED BY THE AGREEMENTS

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 Containerization Agreement.

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 in B. below.

2. No employer or carrier shall permit a damaged container to leave the compound except under the procedures in B. below.
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

- B. The above Master Agreement provision is to be applied with the assistance of the following procedure:
 1. An ILA/Carrier Master Contract Committee shall establish criteria for a container with major damage in accordance with uniform criteria which shall relate to safety, structural soundness, roadability and seaworthiness of the various types of containers. These criteria shall then 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 T.I.R. 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.

11.

CONTAINER ROYALTY FUND

a) 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 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 pension, retirement or supplemental cash benefits, which purposes are to be determined locally on a port-by-port basis. 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 as said container royalties are presently used.

b) Every port or district Container Royalty Fund or other funds to which container royalty shall be paid, will supply periodically a report as to the use and distribution of said fund including an annual audited statement to the Carriers Container Council, Inc. and the ILA.

c) Effective December 1, 1990, the Carrier-ILA Container Royalty Fund is created to cover the Master Contract Region from Maine to Texas. All carriers signatory to this Agreement, shall be required to pay to such Fund, effective December 1, 1990, the sum of up to \$.30 per weight ton. Effective October 1, 1991, the carriers shall contribute an additional \$.10 per weight

ton to said Fund. Effective October 1, 1992, the carriers shall contribute an additional \$.10 per weight ton and effective October 1, 1993, the carriers shall contribute an additional \$.25 per weight ton for a total of \$.75 per weight ton. All of these monies shall be used exclusively for fringe benefits, except for pension, retirement or supplemental cash benefits.

d) The periodic distributions of the amounts so paid would be determined solely by the CCC-ILA Trustees who would consist of an equal number of representatives appointed by the ILA and CCC.

e) Any dispute arising among the Trustees would be referred to the Arbitration Procedure provided in the Trust Agreement. The determination of the CCC-ILA Trustees or the determination reached under such arbitration procedure shall be final and binding on the CCC-ILA Trustees, the parties to this Agreement, all port associations or district associations, all beneficiaries and any and all persons claiming any benefits or rights under said Fund.

f) No person or entity shall have any right to any part of such royalty unless they, or any entity or local union which represents them, has subscribed to and agreed to be bound by this agreement with the joint consent of the CCC and ILA.

g) The CCC-ILA CFS Fund shall be continued for the life of this agreement with the carriers contributing \$.30 per weight ton as now provided. The Trust Agreement shall be amended to provide for additional use of such fund including retraining and any and all other fringe benefit purposes other than supplemental cash benefits.

12. GRIEVANCE PROCEDURE

Local Level

a) All disputes under the Master Agreement involving containerization, LASH and Ro-Ro, including interpretations of the said Master Agreement, shall be heard initially by the local Industry Grievance Committee which shall consist of the following three (3) Management representatives: a representative of the Carriers Container Council; a representative of the local Port Associations where the dispute arose and a local stevedore/or terminal operator, and (3) three representatives appointed by the ILA. The Local Industry

...request for interpretation of the Master Agreement, or a request filed seeking an interpretation of the said Master Agreement.

Intermediate Level

b) 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 shall be referred to the Industry Hearing Committee ("IHC") which shall be composed of four representatives of Management and four representatives of the ILA, which four (4) members shall be chosen from representatives serving on the Industry Appellate Committee ("IAC") (referred to below) who shall be designated by the co-chairmen of IAC on a rotating basis.

The IHC shall meet within five (5) days after receipt of telephonic notice provided that such notice has been given to the co-chairmen and secretary of the IAC and has been followed by fax confirmation of the calling of such meeting. The meeting shall be convened promptly on such fifth day or at such other time as may be mutually agreed to and a decision shall be rendered by the IHC within seven (7) days after such hearing.

Appellate Level

c) Appeals from a decision of the IHC or from the failure of the IHC to act within the time specified above, must be taken within twenty days after a decision or within twenty days from the deadline referred to above for the IHC to reach a decision. Such appeals must be taken on an appellate form to be prepared by Management and the ILA. The appeal will be heard by the Industry Appellate Committee ("IAC") which shall be comprised of twelve (12) representatives of management and twelve (12) representatives of the ILA. Either co-chairman may call the IAC into session on five (5) days notice by telephone, with fax confirmation to the other co-chairman and secretary.

d) Decisions by the LIGC, the IHC 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.

e) Charges of alleged violations of the Master Agreement involving more than one port shall be referred directly to the IAC for a final determination.

f) If after due and timely notice, either party fails to appear at a meeting of the LIGC, IHC, or IAC, then the other party may proceed and hear the matter and issue a decision unilaterally.

Arbitration

g) If the IAC shall be unable to resolve matters referred to it, Management and the ILA jointly will request the Federal Mediation & Conciliation Service (FMCS) to provide them with a panel of five arbitrators. Within ten days from the receipt of the panel from the FMCS, each party shall follow the procedure of the FMCS with regard to striking arbitrators, and the remaining arbitrator shall be designated as the arbitrator to hear and reach a final and binding decision with respect to the case involved.

Regular Meetings

h) 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.

13. SUBSCRIPTION AND SIGNATORIES

A.) If any Carriers do not subscribe to this agreement and the appended Container Agreement, or if any employers of employees covered by this Agreement does 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. No assessment for fringe benefits or any other expense shall be imposed upon the Carriers, or any

----- CONTAINER COUNCIL,
Inc.. No change in an assessment, by any port or district, other than a man-hour assessment, will be made without prior consultation with the Carriers Container Council, Inc. and the ILA.

C.) This Agreement is entered into by New York Shipping Association, Inc., Boston Shipping Association, Inc., Southeast Florida Employers Port Association and Council of North Atlantic Shipping Associations on behalf of their members in their respective Ports; and by the Carriers Container Council on behalf of its members in such Atlantic and Gulf Ports as their vessels call, on all issues pertaining to Containerization, LASH and Ro-Ro.

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

* * *

Agreed to by:

CARRIERS CONTAINER COUNCIL, INC.

By David J. Khan

NEW YORK SHIPPING ASSOCIATION, INC.

By Anthony J. Toppo

BOSTON SHIPPING ASSOCIATION, INC.

By _____

SOUTHEAST FLORIDA EMPLOYERS PORT ASSOC.

By Robert L.

COUNCIL OF NORTH ATLANTIC SHIPPING ASSOC.

By Gernia Brown

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO

By John Bowers

Dated this 30th day of October, 1990