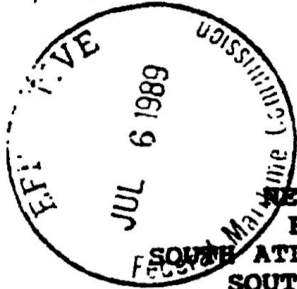


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A Committee Representing  
**CARRIERS CONTAINER COUNCIL, INC. ("CCC")**  
**NEW YORK SHIPPING ASSOCIATION, INC. ("NYS")**  
**BOSTON SHIPPING ASSOCIATION, INC. ("BSA")**  
**SOUTH ATLANTIC EMPLOYERS NEGOTIATING COMMITTEE ("SAENC")**  
**SOUTHEAST FLORIDA EMPLOYERS ASSOCIATION ("SFEA")**  
**COUNCIL OF NORTH ATLANTIC SHIPPING ASSOCIATIONS ("CONASA")**

with the

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

on the

**SEVEN (7) MASTER CONTRACT ISSUES**

The following is the agreement of the above parties to a full and complete settlement of all Master Contract issues for the extended contract term set forth below:

- The parties have negotiated fully and in good faith on the difficult issues confronting the industry. Each party - without exception - has come to the difficult but true realization that changes in contractual work rules are necessary in order to preserve and protect the job security of the ILA members covered by this agreement as well as the ability of carriers, terminal operators, stevedores and others, to operate in a financially sound manner. In brief, the economic viability of the entire industry is threatened.



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2. The parties therefore realize that it is imperative that a procedure be set in motion to address and redress these difficult issues. It is therefore agreed that a committee comprised of seven (7) persons on each side shall be immediately constituted. This group shall be known as the Industry Preservation Group (IPG) who shall meet not less frequently than monthly for the purpose of examining each of the issues set forth in the next paragraph as well as any other issue which may help preserve and protect the entire industry. The IPG shall have the power to appoint consultants to make studies and reports deemed necessary to the work of the IPG. In addition thereto, the IPG shall report, for monitoring purposes, to the entire negotiating body - carriers, management and ILA - not less frequently than once each three (3) month period. These quarterly meetings shall receive the report and recommendations of the IPG and if the vote of the IPG on any issue is supported by a majority on each side, then the negotiating body shall have the authority on ratification <sup>by the membership of the parties</sup> to implement any suggested changes during the contract term. Members of the IPG may be appointed and removed by the chief negotiator on each side.
3. The issues which may be studied and recommendations

made by the IPG shall consist of each of the seven (7) Master Contract issues including but not limited to wages, hours, shift systems, fringe benefit contributions as well as containerization issues relating to gang size, CFS, container royalty, clerical work, maintenance work, and any and all other issues related to containerization, LASH and Ro-Ro operations.

4. This agreement sets forth the resolve and promise of all parties that significant savings in labor costs and increase in productivity must be in place, as agreed to, not later than December 1, 1990. Each of the parties understands their commitment and pledge to this important result - without which the industry will suffer and the ILA may be seriously impaired.
5. In the meantime, each side commits itself to assiduously follow procedures which will assure the success of the Carrier-ILA CFS program which the Carriers agree to continue for the extended term of this agreement.
6. Local bargaining may be undertaken in each port and it is understood that where relief is essential to the preservation of each ports viability, all

efforts will be made to reach successful agreement in such local negotiations before September 30, 1989, Nothing herein provided impacts or affects the ability of each port to fully and completely resolve their local problems.

7. The contract term shall be for a period ending on November 30, 1990. There shall be absolutely no reopening for any reason during the contract term, nor shall there be any strike or lock-out on any Master issue during this period. It is agreed that Rules One, Two and Eight of the Rules on Containers are null and void.
8. The contribution to fringe benefit plans shall be increased by a total of \$0.45 per hour, to be allocated as agreed to by the local ILA and management association in each of the ports or districts covered by this agreement.
9. The above constitutes the full agreement of the parties on the Master Contract issues. The terms of Paragraphs One (1) to Six (6) of this agreement shall not be subject to arbitration. All other terms of the Master Contract, except as modified herein, shall remain

in full effect. This agreement shall become effective when local contracts are agreed to in each port or port district but not earlier than October 1, 1989.

Dated:

CARRIERS CONTAINER COUNCIL, INC.

BY: *David J. Row*

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

BY: *John Bowler*

NEW YORK SHIPPING ASSOCIATION, INC.

BY: *Anthony Fiozzi*

ATLANTIC COAST DISTRICT, ILA, AFL-CIO

BY: *John Bowler*

BOSTON SHIPPING ASSOCIATION, INC.

BY: *M. J. ...*

SOUTH ATLANTIC COAST AND GULF COAST DISTRICT, ILA, AFL-CIO

BY: *J. D. Raspberry*

SOUTH ATLANTIC EMPLOYERS NEGOTIATING COMMITTEE

BY: *Sam D. Lane*

SOUTHEAST FLORIDA EMPLOYERS ASSOCIATION

BY: *[Signature]*

COUNCIL OF NORTH ATLANTIC SHIPPING ASSOCIATIONS

BY: *William M. ...*

Dated June 29, 1989  
Hollywood, Florida