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DEEPSEA LONGSHORE AGREEMENT

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DEEPSEA LONGSHORE AGREEMENT
(Southeast Florida Ports)

1. This Agreement was made and entered into on October 1st, 2004 by and between the undersigned Employers and the International Longshoremen's Association representing its Subordinate Locals No. 1359/1860, No. 1416, No. 1526/1526A, No. 1680.
2. This Agreement shall be effective from 12:01 A.M. October 1st, 2004 and continue in effect until 12:00 Midnight September 30th, 2010, unless changed or amended by mutual agreement.
3. JOB CLASSIFICATION – shall be as follows:
 - 1) Gang Foreman/Header (one to each gang), Dock Foreman per ship, on a need basis by mutual consent, Yard Foreman (one per company).
 - A) Seniority rules will not apply to men working in job classification of Gang Foreman/Header.
 - 2) When certified equipment operators sign on at the union hall that all positions pertaining to the operating of equipment is fulfilled prior to signing on to any other position.
 - 3) Gantry Crane Operator.
 - 4) Tractor Trailer Driver, Winchmen, Pay Loader, Bulldozer Operator, Operators of equipment with a lifting capacity in excess of 40,000 pounds and operators of Shipboard Mounted Cranes, Hatch Tenders, Flagmen and Elevator Operators.
 - 5) Operators of Forklifts and other Power Industrial Machinery and Electric Lift Jacks.
 - 6) Gangmen (Holdmen, Hookmen and Dockmen) and all other labor performing longshore work, including Water boy.
 - 7) New Employee – Person(s) who did not work between contract years October 1st, 1990 September 30th, 1996 shall receive \$19.00 an hour, plus an increase of \$2.00 in 2006, \$1.50 in 2008 and \$1.50 in 2009.
 - 8) New/New Employee – Persons starting after October 1st, 2004 shall receive \$16.00 an hour, plus an increase of \$2.00 in 2006, \$1.50 in 2008 and \$1.50 in 2009 accordingly.
 - A) Any person who comes from outside the Southeast Florida Region Bargaining Group will be classified as a New/New employee and will be paid \$16.00 per hour
 - 9) Gantry Crane Trainers to be paid hourly rate with no benefits paid to W.P.V.
3. (A) (1) WAGES – C.C.C VESSELS (YARDS AND TERMINALS) – One and one quarter (1 ¼) hourly Rate only applies to yard and terminals.

The schedule of wages per hour as according to job classification, as follows:

To be effective as of 12:01 A.M. October 1st, 2004 through September 30, 2006 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>1 ¼ TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$29.00	\$36.25	\$43.50
2 – Gantry	\$28.75	\$35.93	\$42.87
3 – T.L. /RTG Driver	\$28.50	\$35.62	\$42.75
4 – T.T. Driver	\$28.50	\$35.62	\$42.75
5 – Forklift	\$28.25	\$35.31	\$42.37
6 – Gangmen	\$28.00	\$35.00	\$42.00
6 – New Employee	\$19.00	\$23.75	\$28.50
7 – New/New Employee	\$16.00	\$20.00	\$24.00
8 – Gantry C. Trainer	\$28.00	-0-	-0-

New (New) Employee Wage – The rate shall be at \$16.00 per hour for the New/New Employee and \$19.00 per hour for the New Employee with applicable to overtime differential depending on category of work (i.e. passenger ship – premium pay) and time an one half for all other work.

To be effective as of 12:01 A.M. October 1st, 2006 through September 30th, 2008 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TME</u>	<u>1 ¼ TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$30.00	\$37.50	\$45.00
2 – Gantry	\$29.75	\$37.18	\$44.62
3 – T.L. /RTG Driver	\$29.50	\$36.87	\$44.25
4 – T.T.	\$29.50	\$36.87	\$44.25
5 – Forklift	\$29.25	\$36.56	\$43.87
6 – Gangmen	\$29.00	\$36.25	\$43.50
7 – New Employee	\$21.00	\$26.25	\$31.20
8 – New/New Employee	\$18.00	\$22.00	\$27.00
9 – Gantry C. Trainer	\$29.00	-0-	-0-

To be effective as of 12:01 October 1st, 2008 through September 30th, 2009 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>1 ¼ TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$31.00	\$38.75	\$36.50
2 – Gantry	\$30.75	\$38.43	\$46.12
3 – T.L. /RTG Driver	\$30.50	\$38.12	\$45.75
4 – T.T.	\$30.50	\$38.12	\$45.75
5 – Forklift	\$30.25	\$37.81	\$45.37
6 – Gangmen	\$30.00	\$37.50	\$45.00
7 – New Employee	\$22.50	\$28.12	\$33.75
8 – New/New Employee	\$19.50	\$24.37	\$29.75
9 – Gantry C. Trainer	\$30.00	-0-	-0-

To be effective as of 12:01 October 1st, 2009 through September 30th 2010 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>1 ¼ TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$32.00	\$40.00	\$48.00
2 – Gantry	\$31.75	\$39.68	\$47.62
3 – T.L. /RTG Driver	\$31.50	\$39.37	\$47.25
4 – T.T.	\$31.50	\$39.37	\$47.25
5 – Forklift	\$31.25	\$39.06	\$46.87
6 – Gangmen	\$31.00	\$38.75	\$46.50
7 – New Employee	\$24.00	\$30.00	\$36.00
8 – New/New Employee	\$21.00	\$26.25	\$31.50
9 – Gantry C. Trainer	\$31.00	-0-	-0-

3. (A) (2) WAGES – PASSENGER SHIPS – The schedule of wages per hour as according to job classification shall be as follows:

To be effective as of 12:01 A.M. October 1st, 2004 through September 30th, 2006 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>PREMIUM</u>
1 – Foreman/Header	\$22.25	\$26.75
2 – T.T	\$21.75	\$26.25
3 – Forklift	\$21.50	\$26.00
4 – Gangmen/Porter	\$21.25	\$25.75
5 – New Employee	\$18.00	\$22.50
6 – New/New Employee	\$16.00	\$20.50

New (New) Employee Wage The rate shall be at \$16.00 per hour for New/New Employee and \$18.00 per hour for the New Employee with applicable to overtime differentials depending on category of work (i.e. passenger ship – Premium pay) and time an one half for all other work.

To be effective as of 12:01 A.M. October 1st, 2006 through September 30th, 2008 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>PREMIUM</u>
1 – Foreman/Header	\$23.00	\$27.50
2 – T.T.	\$22.50	\$27.00
3 – Forklift	\$22.25	\$26.75
4 – Gangmen/Porter	\$22.00	\$26.50
5 – New Employee	\$20.00	\$24.50
6 – New/New Employee	\$18.00	\$22.50

To be effective as of 12:01 A.M. October 1st, 2008 through September 30, 2009 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>PREMIUM</u>
1 – Foreman/Header	\$23.75	\$28.25
2 – T.T.	\$23.25	\$27.75
3 – Forklift	\$23.00	\$27.50
4 – Gangmen/Porter	\$22.75	\$27.25
5 – New Employee	\$21.50	\$26.00
6 – New/New Employee	\$19.50	\$24.00

To be effective as of 12:01 A.M. October 1st, 2009 through September 30, 2010 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>PREMIUM</u>
1 – Foreman/Header	\$24.50	\$29.00
2 – T.T.	\$24.00	\$28.50
3 – Forklift	\$23.75	\$28.25
4 – Gangmen/Porter	\$23.50	\$28.00
5 – New Employee	\$23.00	\$27.50
6 – New/New Employee	\$21.00	\$25.50

3. (A) (3) WAGES – SMALL BOAT – The schedule of wages are per hour as according to job classification, shall be as follows:

To be effective as of 12:01 A.M. October 1st, 2004 through September 30, 2006 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$24.00	\$36.00
2 – Gantry	\$28.75	\$42.87
3 – T.L. /RTG Driver	\$28.50	\$42.75
4 – T.T.	\$23.50	\$35.25
5 – Forklift	\$23.25	\$34.87
6 – Gangmen	\$23.00	\$34.50
7 – New Employee	\$19.00	\$28.50
8 – New/New Employee	\$16.00	\$24.00

New (New) Employee Wage – The rate shall be at \$16.00 per hour for New/New Employee and \$19.00 per hour for the New Employee with applicable to overtime differentials depending on category of work (i.e. passenger ship – premium rate) and time and one half for all other work.

To be effective as of 12:01 A.M. October 1st, 2006 through September 30th, 2008 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$24.50	\$36.75
2 – Gantry	\$29.75	\$44.62
3 – T.L. /RTG Driver	\$29.50	\$44.25
4 – T.T.	\$24.00	\$36.00
5 – Forklift	\$23.75	\$35.62
6 – Gangmen	\$23.50	\$35.25
7 – New Employee	\$21.00	\$31.50
8 – New/New Employee	\$18.00	\$27.00

To be effective as of 12:01 October 1st, 2008 through September 30th 2009 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$25.00	\$37.50
2 – Gantry	\$30.75	\$46.12
3 – T.L. /RTG Driver	\$30.50	\$45.75
4 – T.T.	\$24.50	\$36.75
5 – Forklift	\$24.25	\$36.37
6 – Gangmen	\$24.00	\$36.00
7 – New Employee	\$22.50	\$33.75
8 – New/New Employee	\$19.50	\$29.25

To be effective as of 12:01 October 1st, 2009 through September 30th, 2010 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
1 - Foremen/Header	\$25.50	\$38.25
2 – Gantry	\$31.75	\$47.62
3 – T.L. /RTG Driver	\$31.50	\$47.25
4 – T.T.	\$25.00	\$37.50
5 – Forklift	\$24.75	\$37.12
6 – Gangmen	\$24.50	\$36.75
7 – New Employee	\$24.00	\$36.00
8 – New/New Employee	\$21.00	\$31.50

3. (A) (3) WAGES – LUMBER, STEEL AND NEWSPRINT – The schedule of wages per hour as according to job classification, shall be as follows:

To be effective as of 12:01 A.M. October 1st, 2004 through September 30th, 2010 as follows:

<u>PERSONNEL</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
1 – Foreman/Header	\$16.00	\$24.00
2 – Gantry	Same as C.C.C.	
3 – T.T. Drivers	\$15.50	\$23.25
4 – Forklift	\$15.25	\$22.87
5 – Gangmen	\$15.00	\$22.50

Where present practice provides higher job classification differentials above base gangmen pay, the present differential shall be continued. These wages applicable to all categories.

3. (A) (4) Men shall be paid on a thirty-minute (30) basis and when they work five (5) minutes or more of any thirty-minute (30) period they shall be paid for the full thirty-minutes (30).

3. (A) (5) Paydays - Payrolls shall be closed at 7:00 A.M. on Thursday and men paid between 1:00 P.M. and 6:00 P.M. on Friday afternoon, except when holidays fall on a Thursday or Friday, payrolls shall be closed at 7:00 A.M. on Wednesday.

Employers agree to continue to submit to the respective local a copy of the weekly payroll register with the proper breakdowns and the individual's social security number.

3. (B) (1) W.P.V. – The Employers agree to make contributions into the Fund for Pension, Welfare, Vacation and Holiday benefits as follows, Per man hour:

Container Carrier Council Vessels

12:01 A.M.	October 1 st , 2004	\$10.05
12:01 A.M.	October 1 st , 2006	\$10.55
12:01 A.M.	October 1 st , 2008	\$11.05

(C.C.C. Vessels direct assessment shall be \$1.95 per hour for the term of Agreement)

Passenger Vessels

12:01 A.M.	October 1 st , 2004	\$12.00
12:01 A.M.	October 1 st , 2006	\$12.50
12:01 A.M.	October 1 st , 2008	\$13.00

Small Boat Contribution

12:01 A.M.	October 1 st , 2004	\$10.75
12:01 A.M.	October 1 st , 2006	\$11.25
12:01 A.M.	October 1 st , 2008	\$11.75

Break Bulk Vessels

Rate frozen at \$7.80.

Day Cruise

Rate frozen at \$9.55

The amount above may be allocated, in addition to Pension and Welfare Fund, but also to any other fringe benefits, as agreed to by the Local ILA and Port Association in each of the ports or districts covered by this Agreement.

Defined Contribution – Employers agree to contribute \$1.00 per hour for all hours worked in all classification, for the life of the Agreement. This \$1.00 is included in the rates listed above.

No other Labor hour contributions shall be increased by any port or district other than the above.

The Fund shall continue to be administered by a Board of Fourteen (14) Trustees, seven (7) of which are appointed by each party, to serve until they resign or replaced by the party they represent. The parties signatory to this Agreement further agree to be bound by the terms and conditions of the Trust Agreement, as amended or extended, and by the administrative regulations of the Trustees in connection with the establishment and administration of the funds, the method and times of making payments to the Fund, and the means of accounting thereof.

Benefits Plan “B” for new industry employees entering the industry who have never qualified in any previous contract year.

Participants when entered in the Plan “B” benefits program will be required to accumulate 850 hours per year (subject to change as per following paragraph) for five (5) years before being elevated to the normal benefit program then in effect.

Endeavor for the life of the contract to reach 1,000 hours to qualify. The qualifications are to be further looked at by the negotiating committee within the first year of the contract.

The qualifying hours for Pension Plan shall be 550 hours. These hours will be set at 300 hours less than the normal benefits qualifying hours.

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

If the administrator of any fund established under the terms of this Agreement determine that any employer is delinquent in paying the requisite assessments, contributions, royalties, or other required payments to the fund when due, they shall immediately notify the Union party hereto with a copy to the delinquent employer.

If within seven (7) days the employer does not either convince the administrator they are in fact not delinquent or pay the delinquent account, the Union will be released from its obligations under Clause 16 (A) to continue to work for the 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 16 (B).

3. (B) (3) No personnel drawing I.L.A. retirement benefits or G.A.I. from any other port or local is to be permitted employment under this Agreement, unless waived by the Labor Relations Committee. This will not apply to those employed prior to January 1, 1972.

The Welfare, Vacation and Holiday Escrow Fund shall be the sole source for funding of all payments of the aforementioned funds.

This fund shall contain all Welfare, Vacation and Holiday contributions as well as the Second Dollar of the Container Royalty Fund.

This fund shall be administered by the Trustees of the Welfare Fund. Funds shall be distributed solely by the members of the local I.L.A., Management Bargaining Committee.

4. (A) WORK PERIODS

The basic work day shall consist of eight (8) hours commencing at 8:00 A.M. and the basic working week shall consist of forty (40) hours. Individuals shall work any night, or Saturday, Sundays or Holidays when required (except New Year's Day, Independence Day, Labor Day and Christmas Day).

Except for holidays specified in clause 7, straight time rate shall be paid for any work performed from 8 A.M. to 12:00 Noon and from 1:00 P.M. to 5 P.M., Monday through Friday inclusive. Work at all other times, including specified holidays, will be paid at overtime rates, except as provided in clause 7 for work on New Year's Day, Independence Day, Labor Day and Christmas Day and as provided in Clause 12 for work during meal hours.

4. (B) The work week shall begin at 7:00 A.M. on Monday and shall end at 7:00 A.M. on the following Monday. A day is defined as the twenty-four hour period commencing at 7:00 A.M. and ending at 7:00 A.M. the following day. When men are ordered at 7:00 A.M. they will receive a guarantee commencing at 8:00 A.M., except for Porters working passenger ships. Also, if said work goes beyond 7:00 A.M. on the start of a Holiday or Sunday, the minimum of eight (8) hour guarantee will apply.

4. (B) (1) New start time for Terminals will be at 6:00 A.M. and 7:00 A.M. at time and a half, 7:00 A.M. at flex time, and 8:00 A.M. at straight time, and 9:00 A.M. at flex time.

4. (B) (2) Lunch hour on Terminals are as follows: 6:00 A.M. at 11:00 A.M., 7:00 A.M. Flex Time at 11:00 A.M., 7:00 A.M. start at 12:00 Noon, 8:00 A.M. at 12:00 Noon, 9:00 A.M. at 1:00 P.M.

4. (B) (3) Working through the meal hour on terminals will be at double the prevailing rate and will revert back to the prevailing rate after the meal hour.

4. (B) (4) A two (2) hour call back on Terminals only for non vessel work.

4. (B) (5) Late gates and weekend Terminals to work with a minimum of One (1) header and One (1) driver.

5. (A) STARTING AND ORDERING TIMES – GUARANTEES

Regular start time will 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. Extra men added to gangs and men ordered for shifting ship, cleaning, loading stores and other miscellaneous work not involving the loading and discharging of cargo shall be paid a minimum of four (4) hours time from the applicable starting times, provided they remain subject to the call of their employer during that time. The 10:00 A.M. and 3:00 P.M. starts are not applicable to cruise/Passenger Vessel operations.

C.C.C. Vessels – There will be a four (4) hour call back after the meal break, after each initial four (4) hour guarantee.

11:00 P.M. Start an eight (8) hour guarantee to apply to pay scale of six (6) hours overtime and two (2) hours double overtime until 8:00 A.M.

Overtime rates shall continue past 8:00 A.M. Meal hours set at 3:00 A.M. to 4:00 A.M. and 8:00 A.M. to 9:00 A.M. with applicable guarantees and wage rates thereafter.

5. (B) Gangs ordered 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. and 11:00 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 gangs to finish a ship scheduled to complete before 8:00 A.M., the night gangs may be released and ordered back to 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 10:00 A.M. starts may be cancelled or modified no later than 5:00 P.M. the previous day.

Gangs ordered for 1:00 P.M. starts may be modified no later than 7:00 A.M. Gangs ordered for 3:00 P.M. starts may be modified or cancelled no later than 6:00 A.M. Gangs ordered for 7:00 P.M. or 11:00 P.M. starts may be cancelled no later than 1:00 P.M., but no reduction in the number of gangs so ordered for a particular ship may be made.

5. (C) Provided full gangs remain subject to the call of their employer, labor ordered to work in gangs for work on Sundays and Holidays shall be paid a minimum of eight (8) hours time. Gangs ordered to work at other times shall receive four (4) hours pay in the morning and after any meal hour, shall be guaranteed four (4) hours except small boat.

5. (D) Stripping and Stuffing and labor working in container trailer lots shall be guaranteed eight (8) hours except those working against a ship.

5. (E) Gangs ordered to work for 7:00 A.M., 8:00 A.M. or 10:00 A.M. starts may be modified no later than 6:00 A.M. Gangs ordered to work 1:00 P.M. starts may be modified no later than 7:00 A.M. Gangs ordered for 3:00 P.M. starts may be modified or cancelled no later than 6:00 A.M. when it appears that weather conditions will prevent commencement of work as planned. Such modifications to 1:00 P.M. and 3:00 P.M. shall be a firm non-changeable order.

5. (F) The phrase "laborers/gang ordered" as used herein is understood to apply only to new orders. It is not considered a new order when employment is interrupted solely do to meal periods or when men are shifted between job classifications or job locations by an employer. In the event gang/laborers 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.

5. (G) Excluding 11:00 P.M. start, any work remaining to be done at 7:00 A.M. after gangs 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 8:00 A.M. as replacements for the night gangs. However, the night gang shall continue to work beyond 7:00 A.M. whenever:

- a) Qualified fresh gangs are not available or the work remaining to be done at 7:00 A.M. is less than four (4) hours.
- b) When night gangs continue past 7:00 A.M. they shall be guaranteed four (4) hours, except on Sundays and Holidays, they shall be guaranteed eight (8) hours starting at 8:00 A.M.
- c) When gangs continue past 7:00 A.M. they will be paid double the applicable rate until such time a meal hour is given, whereby the respective guarantees will apply. This is applicable regardless of starting time and regardless of the following day being Sunday or a Holiday.

5. (H) C.C.C. Vessels Only – On 10:00 A.M. starts, employees will be paid as follows:

10:00 A.M. – 2:00 P.M.	4 hours straight
10:00 A.M. – 2:00 P.M./3:00 P.M. – 5:00 P.M.	6 hours straight/2 hours overtime
10:00 A.M. – 2:00 P.M./3:00 P.M. – 7:00 P.M.	6 hours straight/2 hours overtime

Applicable guarantees apply thereafter.

On 3:00 P.M. starts, employees will be paid as follows:

3:00 P.M. – 7:00 P.M.	2 hours straight/2 hours overtime
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Applicable guarantees apply thereafter.

Small Boat – On a 10:00 A.M. starts, employees will be paid as follows:

10:00 A.M. – 2:00 P.M.	4 hours straight
10:00 A.M. – 2:00 P.M./3:00 P.M. – 5:00 P.M.	6 hours straight

Applicable guarantees apply thereafter.

6. SMALL BOAT – STARTING TIMES AND GUARANTEES

- A) STARTING TIMES – See item 5. (A).
- B) There will be a minimum guarantee of four (4) hours at commencement of work. This guarantee to apply 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M. and 7:00 P.M.

- C) After the initial four (4) hour commencement period, there will be a two (2) hour guarantee after a meal break. Thereafter, men will be paid on a thirty (30) minute basis when they work five (5) minutes or more of any thirty (30) minute period.

PASSENGER VESSELS – STARTING TIMES AND GUARANTEES

- A) Four (4) Hour guarantee with a two (2) hour call back, Monday thru Saturday, Sunday and Holidays excluded for longshoremen.
- B) Meal hours at double the prevailing rates, with all gangs and checkers reverting back if worked, to previous prevailing rates.
- C) Six (6) A.M. starting time at Premium rate of pay, to revert back to revert back to prevailing wage rate. All guarantees to start at 8:00 A.M.

GANG SIZE

- A) For break-bulk vessels having a capacity of 500 gross tons or less (as listed in the Lloyds Registry), or for container vessels with a capacity of 500 TEU’s or less, the gang size shall be fourteen (14) which shall include a header or foreman. In these cases where a mobile shore side cranes are used, over which the ILA has no jurisdiction, the gang may be reduced by two laborers for a total of twelve (12).
- B) For Ro-Ro vessels having a capacity of 500 TEU’s, or less, the gang size shall be eleven (11) which shall include a Header or a Foreman.
- C) The above gang sizes are the minimums only. If more than one gang is employed at the same time on additional man, who may be a “water boy”, “utilityman” or “dockheader”, depending on local port custom, will be employed.

7. STORES GANG SIZES

Stores gang to start at one (1) header and four laborers.

8. BREAK BULK VESSELS – STARTING TIMES AND GUARANTEES

- A) STARTING TIMES – See item 5. (A).
- B) There will be a minimum guarantee of four (4) hours at commencement of work. This guarantee to apply to 8:00 A.M. 10:00 A.M. 1:00 P.M. 3; 00 P.M. and 7:00 P.M.
- C) After the initial four (4) hour commencement period, there will be a two (2) hour guarantee after a meal break. Thereafter, men will be paid on thirty (30) minute basis when they work five (5) minutes or more of any thirty (30) minute period.

9. MEAL HOURS

- A) Excluding 11:00 P.M. start, the following meal hours will be observed.

Breakfast	6:00 A.M. to 7:00 A.M.
Mid-Day Lunch	12:00 Noon to 1:00 P.M.
	2:00 P.M. to 3:00 P.M. (10:00 A.M. start)
Supper	6:00 P.M. to 7:00 P.M.
	7:00 P.M. to 8:00 P.M.
Midnight Dinner	12:00 Midnight to 1:00 A.M.

10:00 A.M. Start Work Periods

10:00 A.M. to 2:00 P.M - Work
 2:00 P.M. to 3:00 P.M. - Meal Hour
 3:00 P.M. to 7:00 P.M. - Work
 7:00 P.M. to 8:00 P.M. - Meal Hour
 8:00 P.M. to 12:00 A.M. -Work
 12:00 A.M. to 1:00 A.M. - Meal Hour
 1:00 A.M. to 6:00 A.M. - Work

3:00 P.M. Start Work Periods

3:00 P.M. to 7:00 P.M. – Work
7:00 P.M. to 8:00 P.M. – Meal Hour
8:00 P.M. to 12:00 A.M. – Work
12:00 A.M. to 1:00 A.M. – Meal Hour
1:00 A.M. to 6:00 A.M. - Work

9. (B) All meal hours worked shall be paid for at double the applicable rates as specified in clause 3. (A). Meal hour pay is to be continued until men are released or meal hour is given. When five (5) minutes or more of a meal hour is worked, a full hour will be paid.

9. (C) WATERBOY

Employers will make arrangements to furnish drinking water in a sanitary manner to the ILA workers on the ship and on the dock. Ice water and sanitary cups will be supplied by the employers. A waterboy will be furnished at prevailing wage rates specified in Clause 3. (A) when eighteen (18) people are employed in the loading and unloading of a ship, dockmen and checker included. It is understood and agreed that the person so employed shall be classified and designated as a waterboy whose primary duty is to provide water and cups as required. Present port practices shall remain the same. Starting time in Port Everglades will coincide with ship's gang.

Six (6) gangs working simultaneously, two (2) waterboys are required.

10. (A) (1) PENALTY DIFFERENTIAL

A differential of .25 cents per hour in straight time and .375 cents per hour in overtime shall be added to the rates specified in Clause 3 (A), when the following commodities are handled.

Bone Meal
Bones in Bulk
Calcium Nitrate (Not Calcium Ammonium Nitrate)
Carbon Black
Caustic Soda
Cement in Bags or Bulk
Coal
Coke
Copper Sulfate in Bags
Cresol Materials
Cyan amide
Feather Meal
Fish Meal or 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
Meat Meal and Meat Scrap
Methylparathon
Paris Green
Peat Coke
Peroxide
Powdered Arsenic
Phosphorus, Yellow
Salt Cake
Soda Ash
Sulfur and dunnaging over sulfur

Tankage
Tin Scrap in Bales
Treated Lumber Products (not creosoted) when loading at a Creosote Plant
Tetra Ethyl Lead
Crude Iodine
Magnetite
Asbestos Fiber
Phallic Acid
Tecmangam

10. (A) (2) A differential of .55 cents per hour in straight time and .825 cents per hour in overtime shall be added to the rates specified in clause 3 (A) when the following commodities are handled. All commodities handled, to be identified before being handled and necessary safety precautions should prevail.

Castor Meal
Castor Pumice
Bulk Tuna
Oxalic Acid
Sodium Dichromate and its derivatives
Sodium Bi-Chromate

10. (A) (3) When commodities listed above in Clause 10. (A) (1) and 10. (A) (2) are handled, all men in the gang including the Gang Foreman, Winchmen, Hatchtender, Holdmen, Dockmen, Equipment Operators and Waterboy 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 Clause 10. (A) (1) and 10. (A) (2), these people shall be paid the applicable differential for anytime they may be engaged in rigging, opening or closing the hatch.

10. (B) (1) A differential of .25 cents per hour in straight time and .375 per hour in overtime will be added to the rate specified in Clause 3. (A) for work performed in refrigerator compartments, refrigerator holds, refrigerator containers, refrigerator trucks or refrigerator rail cars whenever cargo is being handled that has been or will be carried below 35 degrees Fahrenheit. When handling refrigerated cargo in conjunction with ice, the same differential will be paid to all those working in the gang including the Waterboy.

10. (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 the gangs are not notified prior to reporting for work that they will be handling cargo that has been carried or will be carried below 32 degrees Fahrenheit they shall not be required to handle such cargo.

10. (C) Gangs working on ships loading or discharging explosives or Ammonium Nitrate handled over explosive facilities will be paid at double the straight time or overtime rates (whichever is applicable) as specified in Clause 3. (A). Small arms ammunition is not to be construed as explosive. Radioactive materials must be identified before handled and necessary safety precautions should prevail.

10. (D) A differential of .35 cents per hour in straight time and .525 cents per hour in overtime will be added to the rates specified in Clause 3 (A) for Winchmen and Hatchtenders employed at hatches where cargo is being handled over exposed deck loads of creosote materials.

10. (E) A differential of .55 cents per hour in straight time and .825 cents per hour in overtime will be added to the rates specified in Clause 3. (A) for those working in the holds where equipment powered with internal combustion engines are in use. The Provisions of this clause is waived when adequate blowers are in use. Adequate blowers shall meet the requirements of Paragraph 1918.93, Section A, of the Federal Safety and Health Regulations for Longshoring. When working freezer cargo (cargo below 32 degrees Fahrenheit) no internal combustion powered machinery or equipment will be used in such compartments.

10. (F) None of the differentials provided for above shall be paid unless the workers are so employed for fifteen (15) minutes or more of continuous work.

11. DAMAGED CARGO

For 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, double the straight time or overtime rates specified in Clause 3. (A) shall be paid to all those working in the gang including the waterboy.

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 3 (A) shall be paid to all those working in the gang.

Damaged cargo rates shall not be paid when sound cargo is handled from such compartments when obnoxious conditions no longer prevail or before a hatch containing damaged or obnoxious cargo is opened.

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

12 (A) HOLIDAYS AND VOTING

New Year's Day
Martin Luther King, Jr. Birthday
Lincoln's Birthday
Washington's Birthday
T.W. Gleason's Birthday
Good Friday
I.L.A. Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

When any of these holidays fall on a Sunday, The following Monday shall be observed to the extent of paying overtime rates and applying the eight (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. It is understood that work will cease at 2400 hours (midnight) July 3rd and the day prior to Labor Day, and at 1700 hours (5:00 P.M.) on December 24th and December 31st, except in case of fire or where property is in danger. It is understood that work performed after "5:00 P.M. Stop" or "Midnight Stop" period will be paid at the rate specified in Clause 12. (B). It is also understood that an eight (8) hour guarantee will apply for work resuming at 1:00 A.M. The "No Work" days shall coincide with those dates designated by the Federal Government.

HOLIDAYS - There will be sixteen (16) holidays paid as follows: \$168.00 gross per holiday for life of the Agreement, October 1st, 2004 through September 30th, 2010.

HOLIDAY PLAN "B" Participants - There will be sixteen (16) holidays to be paid at the rate of \$75.00 gross pay, for the life of the agreement, October 1st, 2004 through September 30th, 2010.

VACATION - Vacation will be paid as follows: \$840.00 gross per week, per qualification, for the life of the Agreement, October 1st, 2004 through September 30th, 2010.

VACATION - PLAN "B" Participants - To be paid at \$375.00 gross per week for the life of the agreement, October 1st, 2004 through September 30th, 2010.

12. (B) When vessels are worked because of fire or where property is in danger on any of the four (4) "No Work" holidays, double the prevailing rates as specified in clause 3. (A) will be paid. Where such work is under the conditions specified in Clause 11, double the overtime rates as specified in Clause 3. (A) will be paid.

12. (C) All ILA employees will be allowed one (1) hour voting time, to be given for State and National elections only.

CHECK-OFF AUTHORIZATION - I-9 FORMS

13. (A) The employee agrees to deduct from the wages of the union members working under this Agreement a total sum equal to such rate as may be duly established by the I.L.A. Local, representing that portion of his dues owed to and to be paid directly to said local; provided, however, that there be first presented to the Employer an authorization in the form set in the APPENDIX.

Employee - hired on or after November 7, 1986 shall furnish to the Southeast Florida Employers Port Association, Inc., a properly completed I-9 Form. The I.L.A. will obtain the necessary information from each new employee (Union/Casual) to enable the I.L.A. to document the employee on Immigration form I-9 as required by the Immigration Reform and Control Act of 1986.

The ILA will obtain the necessary information from each employee (Union or Casual) to enable them (ILA) to document the employee on Immigration Form I-9 as required by the immigration Reform and Control Act of 1986. The Form I-9 (when properly completed and supports by documentation) will be submitted to the "Employers Association" for retention and inspection as may required by law.

There are conditions (in certain instances) which permit filing documents to support the I-9 Form at a later date. In this event, it is mutually understood the "Employers Association" will accept (conditionally) the I-9 Form with the understanding that the required documentation be submitted within the allotted time or the employee is subject to dismissal and any Fines or Penalties (if any) incurred will be borne by the party at fault.

As per the Master Contract page 2 (D), any employee being hired for the first time shall be required to pass a mandatory physical examination and a drug test established by Management and the I.L.A. after they are offered employment and before they engage in any services.

WITHHELD DUES – MONTHLY REMITTANCE

13. (B) (1) The employer agrees to make monthly remittances of the amounts deducted from employee's wages no later than the third Wednesday of each month for the preceding month, with that portion representing the per capita dues to be sent to the offices of I.L.A. Locals 1416, 1526, 1526A, 1359, 1680, and 1860. The penalty for a late payment will be at current prime interest rate based on thirty (30) days.

13. (B) (2) I.L.A. Locals 1416, 1526, 1526A, 1359, 1680 and 1860 and the I.L.A. agree 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 No. 13.

13. (B) (3) When a payment is made by check, the check stub or voucher will include Employee's name, social security number, date of payment, total hours worked in pay period and cumulative hours worked in the Contract Year.

14. (A) (1) LONGSHORE WORK DEFINED – GANG SIZES – EMPLOYEES RIGHTS

Longshore work is to cover all labor used in connection with loading and discharging ships, barges or other floating craft. It will include laborers 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, provided, however, that this shall not require the employers to alter any existing practices.

It will also cover cooping or reconditioning of cargo when performed in connection with stevedoring work; the handling of ship's stores when not carried by hand up the gangway; the handling of baggage to and from ship's deck of passenger vessels; rigging for heavy lifts; dunnage (including bulk separation); rigging for unlash and securing of cargo, and the fitting and dismantling of fittings. It will also include gear-men (not mechanics) when assigned to ships; the operation of all permanently mounted shipboard cranes and winches; and the handling of lines when performed by stevedores.

It also includes opening and closing of hatches on convention type vessels with tween decks when working general cargo. When heavy lift gear is gighed by ship's crew appropriate longshore gang will receive one half hours pay at the prevailing rate.

Whenever container lashing or unlash is done by other than longshoremen, the following penalties shall be imposed on a per gang basis.

1 to 10 containers --- One (1) hour penalty at the prevailing wage rate.

10 to 20 containers – Two (2) hours penalty at the prevailing wage rate.

21 and over containers – Three (3) hours penalty at prevailing wage rate.

A minimum of a header and two (2) longshoremen with pay at the prevailing wage rates specified in clause 3 (A) shall be employed when loading or discharging ship's machinery parts. Employees hired to work vessels (including drivers) are to work on the ship or dock assigned by management.

14. (A) (2) The point of rest referred to in Clause 14. (A) (1) is defined as follows on general cargo:

- (a) On cargo to be loaded aboard ships, that point or place on the pier or wharf area or in the transit shed within the ships berth where cargo is assembled prior to loading aboard ships.
- (b) On cargo to be discharged from ships, that point or place on the pier or wharf area or in the transit shed within the ships berth where cargo is placed upon completion of discharge from ships.
- (c) On cargo to be loaded aboard ships, as well as cargo to be discharged from ships, such cargo shall not be considered to be at point of rest until complete carload or truckload lots are completely assembled.
- (d) All provisions of this Clause shall apply to refrigerated cargo, but this Clause shall not be so literally or strictly construed as to endanger or risk spoilage of refrigerated cargo.

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

- (a). Protecting the safety and health of all laborers employed in the operation.
- (b) Regulating stevedoring operation to best accomplish the safe, efficient and orderly movement of cargo.
- (c) Utilizing modern methods and equipment in the interest of avoiding unnecessary manual labor.
- (d) Making the best use of skilled manpower in light of the above consideration.

It is distinctly understood and agreed that the Union has the privilege of bring 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 procedures still fail to satisfactorily dispose of any such questions, they shall be resolved through arbitration procedure set forth in Clause 16. The Employer's reserves the right to select/terminate his choice of gang foreman.

14. (C) RO-RO – Four (4) lashers per compartment. Any time exceed two (2) tractors per compartment, will add two (2) lashers with each additional tractor.

GANG SIZE

- (a) Minimum – One (1) header and Nine (9) men.
- (b) Strikers to be hired as needed.

Lift truck driver for handling stands or other ancillary equipment /elevator operator as per individual ship requirements.

14. (D) (1) On vessel loading and unloading the cargoes listed below the minimum gangs including gang foreman shall be used between point of rest and stowage:

- (a) Sixteen (16) laborers on bagged goods, baled waste paper, Egyptian cotton, burlap in rolls and wood pulp in bales when it's being winged out or beamed out. However, when these commodities are loaded to or unloaded from the same hatch with other cargo, a minimum of fourteen (14) laborers may be used.

(b) Fourteen (14) laborers on general cargo which is defined as hand stowed or hand unstowed break-bulk general cargo.

(c) Twelve (12) laborers on unitized cargo such as pre-palletized cargo secured by strapping, banding or other means; Dravo type containers and cargo vans; iron and steel articles such as pipe, angles, channels, plates, reinforcing rods, tinplate, coiled steel, packaged structural steel and bundled wire rods in coils.

(d) Newsprint gangs will be determined by mutual consent of management and union, depending on type vessel and stowage.

(e) Fourteen (14) laborers – winch container gang.

(f) Where shore-side cranes or equipment or floating derricks are used instead of ship's gear or where cargo is handled between ship and open railroad cars, barges or trucks, the foregoing gang sizes may be reduced by two (2) laborers.

(g) Five (5) laborers minimum shall be used to handle one (1) yacht to or from the water.

(h) Anytime drivers are utilized a Dock Header will be used.

(i) When grab buckets or tubs are used with ship's booms and winches for handling bulk cargo, a minimum of five (5) per gang will be used.

14. (D) (2) When loading scrap iron with magnets, each employer shall continue to use the number of workers formerly used. In no event however, shall less than three (3) longshoremen be employed with each crane while chutes are being used nor less than two (2) longshoremen be employed with each crane when chutes are not being used. In addition, there will be one (1) gang foreman to the ship.

14. (D) (3) When grab buckets or tubs are used with ship's boom and winches for handling bulk cargo, a minimum of seven (7) individuals per gang will be used, including the gang foreman.

14. (D) (4) In shoring cargo, cleaning, fitting, etc. and any operation not listed above, the Employer shall use the number of laborers required to safely and efficiently perform the operation. When lashing on board vessels, a minimum of six (6) longshoremen and one (1) header shall be required.

14. (D) (5) Where hardship is claimed by the Union because of unreasonable or burdensome conditions or where work methods or operations material 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 in Clause 16 (B).

14. (D) (6) There shall be no interference with the Employer's right to shift laborers from hatch to hatch, ship to ship, dock to ship, or discharge. It is recognized that the Employer has the right to utilize laborers 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.

After 6:00 P.M. gangs may be rotated into a hatch or hatches that has/have been by another/other gang(s) provided such hatch or hatches have less than the minimum two (2) hours working remaining.

14. (E) Neither party shall uphold fighting or physical violence, incompetence, shirking of work, insubordination, intoxication at work, the use of abusive language, pilfering or broaching of cargo. Personnel guilty of these offenses shall be dealt with as circumstances require, and the event an employee is convicted of theft of cargo or goods related to work place, they shall be denied any further employment in the industry. It is also understood and agreed that continued inaccuracy in their work or failure to report, after accepting orders, is sufficient grounds for Employer's refusal to hire any employee.

14. (F) If an employee is convicted of or pleads nolo contendere or guilty to (regardless of whether adjudication of guilt withheld), any crime involving the illegal sale of a controlled substance, or possession or use of a controlled substance during his work hours or while at the workplace, that is grounds for any Employer covered by this Agreement to take disciplinary action up to and including discharging the employee or to refusing to accept that employee's referral employment.

14. (G) 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 a function 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 the Employer.

14. (H) Gangs shall continue to work Passenger, Ro-Ro, Lo-Lo, Container and General Cargo vessels in the rain when requested by the employer; provided they are supplied with complete protective rain gear against the elements, such as rain coats, hoods and boots, etc. It is understood that work will not be expected to continue during heavy rain and no extra pay or penalty is to be paid.

14. (I) Employees hired to work vessels (including drivers) are to work on the ship or dock as assigned by management.

14. (J) The technology portion of the Master Contract to be added into the local contract.

15. HIRING HALL PROCEDURES – I.L.A. Locals, South Florida Ports.

In order to provide a fair and equitable job referral system to all those engaged in longshore work within their respective local in the Southeast Florida Ports, the I.L.A. Locals hereby adopt the following Seniority Plan which shall be administered without discrimination, as set forth herein.

All persons working out of and through Southeast Florida Ports shall be classified in April of each year (based upon the records of the prior qualifying year) in the highest classification to which they are entitled (AAA, AA, A, B, C or U) in accordance with their previous work record. All persons shall be assigned to work within their respective gangs on the basis of their classification, with classification "AAA" persons being given first preference. Classification "AA" persons, second preference, etc.

In cases where extra persons are assigned to gangs, they must be selected according to their classification as well as be qualified to do the job for which they have been selected; First preference being given to qualified persons in class "AAA". Second preference being given to qualified persons in class "AA", etc.

Seniority rules will not apply to men working in the job classification of Gang Foreman.

In addition, in cases where persons who belong to a particular local, travel to another local for work, first preference is given to those which belong to the base local, even if a person from the visiting local have a higher classification.

All longshore persons seniority will be based on the credited number of years accumulated in the period October 1, 1956 through September 30, 1997 in the Southeast Florida Ports area earning at least 700 hours as of October 1, 1997 through September 30, 2002 earning at least 775 hours and as of October 1, 2002 at least 850 hours. Endeavor for the life of the new contract to reach 1,000 hours to qualify. Subject to be revisited in the first year of this contract.

CLASSIFICATION TABLE OVER 25 YEARS = AAA

1 – 25 YEARS = AA

16 – 20 YEARS = A

11 - 15 YEARS = B

6 - 10 YEARS = C

1 – 5 YEARS = U

The term “Contract Year” used in all of these seniority provisions mean the period from October 1st to September 30th of each respective year.

In computing the hours of work in any one contract year, regular and overtime hours shall be included.

Any longshore person who has worked in such capacity prior to entering service in the Armed Forces of the United States and who within ninety (90) days after discharge, returns to longshore work in the Southeast Florida Ports area, shall be given credit for seniority status as though having actually worked in the industry within the Southeast Florida Ports area.

Any longshore person performing work as an official to the Local, Union District or International Union, or an employee, whose work is connected with the union, shall have time credited toward the seniority system as though they actually did longshore work in the Southeast Florida Ports area.

Any longshore person engaged in actual longshore work in the Southeast Florida Ports area that by reason of injury or illness has been unable to discharge his duty as a longshore person, shall be given credit for such time lost by reason of such illness, injury toward their seniority.

Credit to be given in preceding conditions shall be determined by the Union and the Employers.

16. (A) NO STRIKE CLAUSE AND GRIEVANCE PROCEDURES

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 that there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation or production, slowdown, or any other interference or stoppage total or partial, of the employers operation for any cause 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.

16. (B) Any grievance, dispute, complaint or claim arising out of or relating to this Agreement, including all matters herein which expressly provide they shall be dealt with in accordance with this part, and including any dispute relating to the institution of new types of operation or changes in existing operations, or the application of this agreement, shall be handled and disposed of in the manner hereinafter provided, and all the parties hereto agree to abide by any decisions made in accordance therewith.

16. (C) When a grievance or dispute occurs; either the Management Representative (Stevedore, Pier Superintendent or appropriate designee of the Employer) or Union Shop Steward shall immediately call the problem to the attention of the other party. Mean while work shall continue.

Each party shall use good judgment and make every effort to arrive at a settlement consistent with the contract.

Should there be agreement between those involved in the first paragraph of 16. (C), the agreement reached shall be reported to the Labor Relation Committee for its information. In the event the grievance or dispute relates to the interpretation or application of any provision of the contract, the agreement reached shall be subject to review and revision by the LRC to assure its conformance with the provisions of the contract involved; such review shall not include a reconsideration of the facts as established in connection with the agreement reached. In the event the LRC determines that the agreement reached relates to the interpretation or application of a provision of the contract, they may either affirm or revise the agreement reached or either party may submit the matter to arbitration.

There shall be established a Joint Relations Committee consisting of not more than three (3) representatives of the Employers and not more that three (3) representatives of the Union none of which shall be parties to the grievance. The LRC shall meet on a weekly or as required on a stated day and time and shall be in general charge of the Grievance Machinery and the day to day relations between the I.L.A. and the Southeast Florida Employers Port Assn.

This committee shall not only discuss and dispose of, on the basis of merit, all disputes referred to them, but shall have the power and authority, in the event if final disagreement and upon motion of either side, to refer any an all matters under disagreement to arbitration and arbitration shall be obligatory upon both the I.L.A. and its locals and the members of the Southeast Florida Employers Port Association.

The LRC shall have the authority to generally review the relations between the parties and to make suggestions and recommendations for bettering such relations. The Committee shall also have the authority to recommend changes for the next contract opening which are in the interest of clarity, better operations and production. The committee shall also use its best efforts to prevent, wherever possible, disputes arising and shall exert every effort toward fair, equitable and reasonable relations.

16. (D) The Arbitrator shall be selected by the parties. Should the parties fail to agree upon an Arbitrator within fifteen (15) days after the consummation of this agreement or such further time as shall mutually be agreed to, either side may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names. Each side shall have the right to excuse three (3) of the names submitted and if one name remains, then the Director of the Federal Mediation and Conciliation Service shall select the Arbitrator from the remaining names.

The Arbitrator shall function in that capacity for a minimum of one (1) year. At the end of one year from the date of his selection, either side shall have the right to ask that the person so named be excused; and in the event a new Arbitrator shall be selected through the process above referred to, the Arbitrator selected at the end of such one-year period whether he/she be the same person as was originally chosen or a new Arbitrator, shall serve out the remainder of the contract.

1. The arbitrator shall be called upon only as heretofore outlined.
2. The individual shall adjudicate all matters before him/her on the basis of fact and customs and practice in effect, but shall at no time consider bona fide, a custom or practice which is instituted through job action, quickly or other unilateral action after the execution of the agreement or which is a conflict with the contract.
3. The individual shall be empowered to render any decision he/she may deem appropriate on any matter before him/her which decision shall be final binding on both parties. Such decision must be issued within thirty (30) days after completion of each arbitration proceeding unless both parties agree in writing to an extension of such time.

16. (E) PAYMENT OF EXPENSES AND OF FINANACIAL REQUIREMENTS

The parties shall bear equally the expense of the arbitration process and of all other agreed upon expenses incurred in connection the administration of the plan.

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 Negotiation Committee. All interpretations of this Agreement will be made in accordance with the provision of Clause 16.

16. (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 and 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.

17. (A) SAFETY

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 Lonshore 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.

Both parties will abide by the By-laws of the Seaport Safety Powered Training Committee of the Southeast Florida Ports. It's "Safety Program and Suggested Penalties" will be enforced.

Persons allowed to operate any and all equipment on the waterfront must complete with a passing score (by equipment type) the training program offered by the Seaport Safety Powered Training Committee of Southeast Florida Ports.

17. (B) All individuals will wear hard hat, safety vest and safety shoes in accordance with Federal Law whether working on foot or driving a machine. "Bump" Hats are only allowed to be worn by Porters working on Passenger Vessels where individuals are not subject to falling or flying objects.

17. (C) When an individual has committed an act that is apparently detrimental for the Safety of Employees, Equipment, Cargoes and Property; such incidents shall be immediately investigated by Union, Management and the individuals Header. If the investigation proves an individual to be guilty he will be appropriately disciplined. Such discipline shall be predicated on the individual's previous record and may include but not limited to demotion, suspension, refusal of employment or dismissal.

17. (D) Cell Phones are strictly prohibited while working.

17. (E) DRUG PROGRAM – Implemented as per the Master Contract Agreement within local conditions. (See Appendix).

18. (A) LINE HANDLING

Handling of lines in the mooring and unmooring of ships in the ports covered by this Agreement shall be handled only by bargaining unit employees covered by this Agreement and such work shall be performed at wage rates and under all other terms and conditions of this Agreement. Present port practices to continue for the duration of this Agreement.

18. (B) Labor ordered to handle lines shall be paid a minimum of two (2) hours time for each vessel handled at the applicable rate as specified in Clause 3. (A) Based on the following outline.

- (1) Will pay two (2) hours straight time if ordered for 4:00 P.M. and tie up ship before 5:00 P.M.
- (2) Will pay one (1) hour straight time and one (1) hour overtime, if ordered by 4:00 P.M. and tie up ship after 5:00 P.M.
- (3) Will pay two (2) hours overtime, if ordered for 7:00 A.M. and tie up ship before 8:00 A.M.
- (4) Will pay one (1) hour straight time and one (1) hour overtime if ordered for 7:00 A.M. and tie up after 8:00 A.M.
- (5) Will pay two (2) hours at time and one half (1½), if ordered for 12:00 Noon and tie up ship before 1:00 P.M.
- (6) Will pay one (1) hour straight time and one (1) hour overtime, if ordered for 12:00 Noon and tie up ship at 1:00 P.M., with running time thereafter in any of the above described instances if the operation requires more than two (2) hours.

A minimum of four (4) individuals shall be used for tying vessels and four (4) individuals for letting go of the lines.

On lines handles on “NO WORK” days, double the prevailing wage rates will be paid.

- (7) Present port practices to continue with the exception of shifting vessels. Individuals shall be paid a minimum of two (2) hours with one-half (1/2) hour increments thereafter.

19. (A) PASSENGER SHIPS – Wages refer to 3. (2) (A)

(1) PORTER GANG – Any vessel carrying one (1) to three hundred (300) passengers, there shall be a minimum one (1) header and seven (7) porters. One (1) additional porter shall be employed for each additional ninety (90) passengers over three hundred (300). With mutual consent the option of cutting back no more than 20% of the original order of porters after 3:00 P.M. Except as noted, present port practices to continue on passenger ships.

(2) On cruises (non-scheduled service cruises to “no where”) one (1) working header to be employed.

(3) STORE GANGS – An allowance on certain vessels where no store gang is hired. On vessels with twenty pallets or less, one (1) header and four (4) individuals and one (1) header and six (6) individuals ordered when over twenty (20) pallets.

19. (B) Any person soliciting gratuities as a Porter shall be brought before a Joint Labor Relations Committee for disciplinary action.

19. (B) (1) The parties recognize the critical importance of the passenger trade industry and the necessity of treating passengers properly and fairly. Accordingly, if an employee attempts to coerce tips from passengers, does not return from lunch, maliciously damages their baggage or possessions, or otherwise improperly mistreats passengers, such employee shall be subject to disciplinary action. Such disciplinary action shall be progressive in nature and will include through the grievance process a Sixty (60) Day suspension from working on passenger ships on the first offense and One (1) Year on the second offense.

19. (C) Longshore labor shall exclusively load stores onto passenger vessels. When requested to handle stores within a vessel they shall not be required to share the same work with crewmembers. The vessel reserves the right to carry stores aboard as defined in Clause 14. (A) (1).

20. GUARANTEE ANNUAL INCOME PLAN

G.A.I. – CONTRIBUTIONS

- A) Present contributions to G.A.I. Plan have been suspended. There will be no future contributions to the G.A.I. Plan for the term of this contract.
- B) Payout from the G.A.I. Fund will be at the rate of \$10.00 per man hour.
- C) When the present G.A.I. Fund is depleted, G.A.I. obligations under this agreement will be terminated.
- D) In the event that there is no longer any eligible participants for the G.A.I. Benefits and funds remain the said fund shall be collectively bargained between Management and the Union for the allocation of the balance of the G.A.I Fund.

A guarantee annual income plan was established to assist those employee who have steadily worked as longshoremen, clerks or checkers in the Port of Miami, Port Everglades, Palm Beach, Fort Pierce and Cape Canaveral, Florida over the years and who in the future find their work opportunities reduced to the point an income supplement is needed. It is not a plan for supplementary income to employees already receiving adequate work, and in viewing its provision the parties to the agreement ask all concerned to interpret its provisions only to the benefit of employees who are denied work opportunity through no fault of their own and who remain ready and willing to work at all times.

To implement the plan there was established a Guaranteed Annual Income Trust Fund (hereinafter referred to as the G.A.I. Fund) and appointed by each party, to serve until they resign or are replaced by party they represent.

The trustees shall take all necessary action to develop and administer the plan in all its details. The parties signatory to this agreement further agree to be bound by the terms and conditions of the trust agreement for funding contributions to the G.A.I. Fund and the methods and times of making payments to the G.A.I. Fund and the means of accounting therefore.

It is intent of the G.A.I. plan that all who have been employed for 700 hours or more per contract year under the Southeast Florida Deep-sea Longshoremen, Warehousemen and Deep-sea Clerks and checkers Agreements in contract years of October 1, 1975 through September 30, 1980 to be assured of an income of 1250 hours times the \$10.00 per hour rate during the contract period December 1, 1990 to September 30, 1994 and where supplemental pay is required, welfare and pension assessments shall also be paid to these funds.

The trustees shall establish procedures for crediting hours to men who fail to qualify due to losing hours during the above periods because of injury at work, illness qualifying for benefits under the Welfare Plan, service to union officials, or military service, if previously employed under the agreements.

For all time lost by persons included under the G.A.I. Plan, due to failure to work because of an I.L.A. strike or work stoppage resulting from strike or picketing activities of other persons or organizations not party to this agreement, the equivalent daily guarantee per work day 8:00 A.M. to 5:00 P.M. – Monday through Friday will be deducted per each individual so involved, from any G.A.I. Plan guaranteed hours which are due or may become due. The G.A.I. Fund will not be liable for hours not worked due to circumstances beyond the control of the employer, such as war, storms, strikes, etc.

There was established a joint union-management hiring procedure subject to the approval of the trustees, including arrangements for the dispatching of men and gang in such a fashion as to assure a minimum liability to the G.A.I. Fund. The expenses of such personnel are to be borne by the G.A.I. Fund. Personnel entitled to G.A.I. will receive preference in hiring over non-G.A.I. covered personnel.

Payments of G.A.I. benefits shall be made on a monthly basis after December 1, 1990. Payments of the first twenty-five (25) hours per month are withheld until One Hundred Twenty-five (125) hours have been accumulated in reserve to insure minimum unnecessary advance payment. This reserve shall be accounted for to the employee in the final month of the contract year. Overpayment to an employee may be deducted as necessary from the employee's future salary.

Any G.A.I. payments will be at the then prevailing straight time rate of \$10.00 per hour for the duration of the present contract. In establishing procedures at each port the following provisions shall be included, with details to be determined by the trustees:

A) Every G.A.I. eligible employee shall be subject to multiple debiting upon the occurrence of any of the following:

- 1) Failure to be available and accept work at the prescribed starting times on weekdays when the non-G.A.I. covered personnel are employed.
- 2) Leaving the job without securing a release, unless injured.
- 3) Failure to report to work after accepting employment.
- 4) Failure to return after break, such as a meal hour when so ordered.

B) Eligibility for G.A.I. shall be lost under any of the following:

- 1) Steady employment requiring presence elsewhere between 8:00 A.M. and 5:00 P.M. any day of the week Monday through Friday.
- 2) Fraudulent qualification for a claim of supplemental wages by such means as having others check in, checking others in, etc.

3) Accumulation of any combination of three (3) multiple debits.

Ineligibility in the last instance shall be limited to the twelve (12) calendar months immediately following the date of application of the third (3rd) debit. A record shall be kept on each employee eligible for G.A.I. and will show, as a credit all hours worked.

Similarly all hours where work was available to the individual (Monday through Friday, except holidays) but such employment was not accepted will (show as a debit) be debited six (6) hours. Any employment of eligible employees of Locals 1416, 1526, 1359, 1680, 1860 and 1922 at the Port of Palm Beach, Port Canaveral or Fort Pierce, will be credited to his account in the same manner as had the employee worked at Port Everglades or Miami.

The foregoing is proposed with the limitation that whatever final G.A.I. agreement is concluded the union warrants its complete support and cooperation to assure that all employers of ILA. Labor at port of, or in the vicinities of the port of Port Everglades, Palm Beach, Fort Pierce, Port Canaveral and Miami, Florida are committed to and bound by the same G.A.I. Agreement. The implementation of the plan was by joint cooperation negotiations and agreement between representatives of the ILA and the Employers signature hereto.

Should any provisions of the "Guaranteed Annual Income Plan" be in violation of Federal or State Law, or should the Internal Revenue Service rule that assessments do not constitute a deductible business expense; the plan shall be modified to enable the plan to be in accord with existing laws.

When an employee reaches age seventy (70) he shall retire or continue to work without the G.A.I.

21. (A) CONTAINER RULES

To assure compliance with collective bargaining provisions presently in effect, on containerization, SEE – Master Contract.

SEE also the Master Contract Issues jointly agreed to between Management and I.L.A. on October 1, 2004. The technology portion of the Master Contract is included into all local agreements.

21. (B) CONTAINER ROYALTY CONTRIBUTIONS

- (a) On conventional ships ---\$1.05 per gross ton.
- (b) On partially automated ships (conventional ships converted for handling vans and containers) where not more than two (2) hatches have been converted for the handling of containers ---\$2.10 per gross ton.
- © On partially automated ships (conventional ships converted for handling vans and containers) where not more than 40 percent of ship's bale cube has been fitted for containers---\$2.10 per gross ton.
- (d) On ships where more than two (2) hatched have been converted or fitted for the handling of containers or where more than 70 percent of the ship's bale cube has been fitted for containers---\$3.00 per gross ton.
- (e) Transshipment Assessment Fees – Memorandum of Agreement dated March 31, 1989 was amended (on transshipment of containers) to include all "South Florida Ports". Discharged Transshipped Boxes are subject to fine, per Agreement, when ILA-stevedored service is available, yet the carrier refuses to use this service. NOTE: Movement of box must be officially approved.

21. (C) LASH AGREEMENT - As per Master Contract dated October 1st, 1996.
22. LAWFULNESS – It is the intention and purpose of all parties hereto that no provision or part of this Agreement shall be violative of any Federal, State or Local Laws.
23. SUCCESSOR – EXECUTION OF AGREEMENT – This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, assigned or transferred, the operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

This agreement shall be executed by the I.L.A., for and on behalf of itself and its affiliated locals and by the Southeast Florida Employers Port Association for and on behalf of its employer members and by each contracting stevedore and vessel carrier who directly and indirectly utilizes the services of any employees covered by this agreement and who by such execution binds itself and its successors to each and every term and conditions of the agreement. No contracting stevedore shall perform services for any carrier, private or governmental, unless such carrier has subscribed to this agreement as aforesaid.

The undersigned employers, private and governmental, by endorsement of this contract, are bound the various Agreements, Memoranda and Addenda between the “International Longshoremen’s Association”, AFL-CIO and “Management”.

(SIGNATURE PAGE)