

HAMPTON ROADS
Clerks', Checkers' and
Weighers' Agreement

Timekeepers and Interchange
Writers' Agreement

December 01, 1990 - September 30, 1994

Hampton Roads Shipping Association
236 East Plume Street
Norfolk, Virginia 23510

AGREEMENT BETWEEN
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

TABLE OF CONTENTS

	PAGE NO
WAGES.....	2
CONTRIBUTIONS TO WELFARE, PENSION AND OTHER FRINGE BENEFIT PLANS.....	3
HOURS.....	3
SHIP STARTING TIME.....	3
TERM OF AGREEMENT.....	3
CONTAINERIZATION.....	4
GANG SIZES.....	4
Containership Gang.....	4
Ro-Ro Gang.....	4
LASH Ship Gang.....	4
LASH Barge Gang.....	4
LTL Manning.....	4
Small Container Boat, Ro-Ro Boat or Feeder Barge.....	4
Rules on Containers.....	4
DRUG AND ALCOHOL ABUSE.....	4
STAFFING.....	5
ILA JURISDICTION OVER WORK COVERED BY THE MASTER AGREEMENT.....	5
CLERICAL WORK COVERED BY AGREEMENTS.....	6
MAINTENANCE WORK COVERED BY AGREEMENTS.....	6
CONTAINER ROYALTY FUND.....	8
GRIEVANCE PROCEDURE.....	10
SUBSCRIPTION AND SIGNATORIES.....	13

AGREEMENT BETWEEN
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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. Noncontainerization 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 ten (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) employees. 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. MAINTENANCE WORK COVERED BY THE AGREEMENTS

(A) 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 Audits

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 MasterAgreement. 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 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 three (3) representatives appointed by the ILA. The Local Industry Grievance Committee ("LIGC") shall reach a decision within ten (10) days after a charge has been filed of an alleged violation 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 (4) representatives of Management and four (4) 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 (20) days after a decision or within twenty (20) 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 (5) arbitrators. Within ten (10) 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 (3) 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 of them, by any entity, Management, Labor or joint, which is not a named party to this Agreement, without the prior written authorization of the Carriers 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.

NEW YORK SHIPPING ASSOCIATION, INC.

BOSTON SHIPPING ASSOCIATION, INC.

SOUTHEAST FLORIDA EMPLOYERS PORT ASSOCIATION

COUNCIL OF NORTH ATLANTIC SHIPPING ASSOCIATIONS

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

Dated this 30th day of October, 1990

HAMPTON ROADS SHIPPING ASSOCIATION

Hampton Roads Clerks', Checkers' and Weighers'
Agreement

Hampton Roads Timekeepers' and Interchange
Writers' Agreement

This is an agreement dated as of *December 1, 1990 and between the employer members of the Hampton Roads Shipping Association, (hereinafter called "Employers"), and the International Longshoremen's Association, AFL-CIO, (hereinafter called "ILA"), and its affiliated Locals in the Port of Hampton Roads, Virginia, including Norfolk, Newport News, Hampton, Chesapeake and Portsmouth as follows:

PREAMBLE

WHEREAS, the parties hereto have heretofore entered into certain collective bargaining agreements now expired for all or part of the Period *October 1, 1989 through November 30, 1990 called:

Hampton Roads Clerks', Checkers' and Weighers' Agreement
Hampton Roads Timekeepers' and Interchange Writers' Agreement

WHEREAS, said expired agreements consist of the fully integrated agreements dated *November 18, 1986 through September 30, 1989.

WHEREAS, the parties hereto, along with the employers in the ports whose respective shipping associations are members of the Council of North Atlantic Shipping Associations (CONASA) and the Atlantic Coast District, International Longshoremen's Association, and all affiliated locals of the ILA in said ports, have heretofore entered into a Master Contract with respect to wages, hours, the amount of contributions for welfare and pension benefits (but not the benefits to be provided by different welfare and pension plans), container and LASH, and the duration of the term for the collective agreements, which Master Contract expired by its terms on *November 30, 1990, and

WHEREAS, the parties hereto have agreed to a new Master Contract with respect to wages, hours, and the amount of contributions for welfare and pension benefits (but not the benefits to be provided by different welfare and pension plans), container and LASH, and the duration of the term for the collective agreements, as well as a clause with respect to the signatories hereto, as set forth above, for a term of three (3) years and ten (10) months, commencing *December 1, 1990 to September 30, 1994, and which Master Contract governs the parties hereto with respect to items specified above, and

WHEREAS, the parties acknowledge that a seniority plan has been invoked by the ILA, which plan or plans the employers recognize, but which they do not agree to implement herein, as they are of the opinion that the implementation thereof may best be accomplished by the ILA or as an internal matter, and within the Union.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows as to respective changes, amendments and modifications to the various working agreements, between the employer member of the Hampton Roads Shipping Association and the International Longshoremen's Association, AFL-CIO, and its affiliated locals in Hampton Roads.

INDEX
Hampton Roads Clerks', Checkers'
and Weighers' Agreement

	Section	Page
Additional Pay for Working Off-Shore and on Cargo Calling for Double Time Under Longshore Agreement.....	21	34
Additional Pay to Complete Hatch.....	19	33
Additional Pay Where Cargo Damaged by Fire or Water.....	22	34
Additional Pay where Employees Reordered for 7:00 p.m.....	15	29
Arbitration Clause.....	24	35
Basic Wage Guarantee.....	6	22
Basic Working Day and Basic Working Week.....	5	21
Check-Off of Union Dues.....	38	56
Collection and Enforcement of Payments for Fringe Benefit Fund Contributions.....	45	88
Contract Board.....	25	37
Contract Changes.....	30	45
Duties of Container Storage Area Checkers.....	40	80
Duties of Delivery and/or Receiving Clerks.....	4	21
Effective Dates of Agreement, Wage Increases and Working Conditions.....	37	55
Employer Welfare and Pension Plans.....	34	52
Explosives Pay.....	20	33
Guaranteed Annual Income.....	39	58
Holidays.....	10	24
No Discrimination.....	27	42
Number of Checkers Required.....	29	43
Orders for Employees.....	18	30
Overtime and Meal Hour Rates.....	7	23
Pay for Full Period.....	17	30
Pay for Night Shifts Only with Work Commencing at or after 7:00 p.m.....	12	27
Pay for Saturdays, Sundays and Holidays.....	11	26
Pay of Delivery Clerks.....	13	28
Payroll Week.....	28	43

	Section	Page
Pension Benefits.....	33.....	50
Preamble.....		19
Prohibited Activities, Leaving Pier Without Permission, Water Coolers, Toilet Facilities, Showers and Lockers, Incompetence, Personnel Authorized to Be At the Job Site.....	26.....	39
Prohibition of Lockouts, Strikes or Work Stoppages.....	23.....	35
Rate Increase.....	9.....	23
Retraining.....	42.....	82
Scope of Agreement.....	36.....	54
Scope of Work of ILA.....	1.....	19
Seniority.....	41.....	82
Supplemental Cash Payments.....	44.....	88
Time Calculation for Benefits under Vacation Pay, Welfare and Pension Plans.....	35.....	53
Terminal Agreemen.....	43.....	83
Termination or Lay-Off of Regular Employees.....	26A.....	42
Travel and Hotel Expenses.....	14.....	29
Unavailability of ILA Employees.....	2.....	20
Use by Employer of His Employees.....	3.....	20
Vacation and Holiday Benefits.....	31.....	45
Weekend and Holiday Meal Hour Rates.....	8.....	23
Welfare Benefits.....	32.....	48
Work Rules Governing Re-employed Night Workers.....	16.....	29

**MEMORANDUM OF AGREEMENT
CLERKS', CHECKERS' AND
WEIGHERS' AGREEMENT
*Effective 12/1/90 - 9/30/94**

PREAMBLE

This agreement, made and entered into by and between the Hampton Roads Shipping Association, as party of the first part, and the International Longshoremen's Association, AFL-CIO, and its affiliated Locals 862 and 1624 as party of the second part, is meant to cover the checking, clerking, weighing, timekeeping and interchange of cargo containers and chassis in the Port of Hampton Roads and vicinity.

**SECTION 1
Scope of Work of ILA**

Members of the ILA shall have, insofar as it is compatible with the laws of the United States of America and the State of Virginia, all work pertaining to tallying and checking, clerking, weighing, check-weighing, sampling and measurement of all deepwater cargo, special cargo and baggage, also segregation, sorting and separating when ordered to do so, under the following terms and conditions:

*It is understood that the receiving, delivering, locating of containers, checking, clerking, dispatching of empty containers and chassis, weighing, and the interchange of containers and chassis is also included in the scope of work, as well as timekeeper work.

To the extent legally possible, the employer members of the Association agree they will not directly perform work or contract out such work which traditionally and regularly has been and currently is performed by employees covered by ILA agreements.

*It is agreed that the jurisdiction of the ILA (1624 & 862) shall cover the receiving of containers and chassis the dispatching of empty containers and chassis at waterfront facilities and/or off-pier premises used for receiving and delivering of containers and chassis covered by this agreement and the master agreement.

SECTION 2

Unavailability of ILA Employees

When the ILA cannot furnish a sufficient number of employees to perform required work as provided for in this agreement, in a satisfactory manner, then the employer may employ such employees as are available.

SECTION 3

Use by Employer of His Employees

The employer shall have the right to use regularly employed members of his own organization to deliver and/or receive cargo in his own discretion. A deepsea clerk shall not receive breakbulk cargo for the terminal, except for containers. There shall be no displacement of an ILA employee and the work as has been performed traditionally by the ILA shall continue to be performed by the ILA. During the loading and discharging of automated, breakbulk and passenger vessels, clerks and checkers shall be used as hereinafter provided.

All new operations must be staffed by ILA clerks, checkers and weighers in accordance with customs and practices.

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 informaion by computers related to the foregoing workfunctions shall also be performed by Checkers and Clerks.

SECTION 4
Duties of Delivery and/or Receiving Clerks

The duties of the delivery and/or receiving clerks shall be to receive, deliver, and receipt cargo to ships, cars, railroads, and terminal companies. Members of HRSA will hire checkers and additional clerks through deep-sea clerks when required. The terminals are not involved in this Section except for container cargo.

Clerks duties shall include prestow of cargo and/or containers (this includes hatch sequence sheets). This covers all operations, old or new. *

SECTION 5
Basic Working Day and Basic Working Week

The basic working day will consist of eight (8) hours. Straight time (to be paid for at the respective rates specified below) shall be from 8:00 a.m. to 5:00 p.m., and a regular or normal work week of forty (40) hours consisting for five (5) regular or normal working days, Monday through Friday, inclusive, the employees to work any night of the week or Saturdays, Sundays and Holidays when required.

SECTION 6

Basic Wage Guarantee

From 12/1/90 to 9/30/91 the employees shall receive \$152 per day for eight (8) hours work or any fraction thereof. Day work to be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday, inclusive. *If employees are ordered back at 7:00 p.m., they shall receive a minimum of two (2) hours pay at the overtime rate of \$28.50 or \$57.00 for the two (2) hour guarantee. Except while working ships under distress conditions, or handling baggage or mail, or working container ships, LASH ships, Ro-Ro ships, or free dumping bulk cargo ships, or by relieving gangs, employees will not work more than six (6) hours without being relieved a full hour for meal. All pay guarantees as per contract to be observed. When employees are ordered to go to lunch they shall be permitted to stop work five (5) minutes prior to the meal hour.

In case of rain, snow, sleet or hail, when employers request employees to work on container vessels, Ro-Ro vessels, or LASH vessels, *and if the employees work they shall receive \$1.50 per hour premium to be paid for the full four-hour period and all further guarantee periods of the vessel operation, as provided in the basic agreement, providing the same inclement weather continues.

*Rain gear has been furnished the employees but will be replaced only when loss or damage is directly attributed to employment conditions.

Employees will work in light rain or snow, but may not be required to work in a downpour that would create a safety hazard.

SECTION 7
Overtime and Meal Hour Rates

(a) All other time shall be considered overtime and paid for at the rate of time and one-half.

Meal Hours	Rates of Pay	Further Conditions
12:00 noon-1:00p.m. Monday through Friday	Regular overtime (Time and one- half)	Continued until relieved for a full meal hour if employees worked before hour commenced
12:00 noon-1:00p.m. Saturdays, Sundays and Holidays	Double Straight Time	Until relieved
6:00p.m.-7:00p.m.	Double Straight Time	Until relieved
12:00 midnight- 1:00a.m.	Double Straight Time	Until relieved
6:00a.m.-7:00a.m.	Double Straight Time	Until relieved

SECTION 8
Weekend and Holiday Meal Hour Rates

Meal hours on Saturdays, Sundays and Holidays to be paid for at the rate of double straight time.

SECTION 9
***Rate Increase**

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.

SECTION 10 **Holidays**

(a) Holidays: to be observed during the year are agreed to be:

New Year's Day, January 1st

Martin Luther King's Birthday, January 15th

Lee's Birthday, Third Monday in January

Washington's Birthday, Third Monday in February

Thomas W. Gleason's Birthday, March 17th

Good Friday, Friday immediately preceding

Easter Sunday

Memorial Day, Last Monday in May

Jefferson Davis Day, June 3rd

Independence Day, July 4th

Labor Day, First Monday in September

Columbus Day, Second Monday in October

Election Day, Tuesday next following first

Monday in November

Veterans Day, November 11th

Thanksgiving Day, Fourth Thursday in November

Christmas Eve, December 24th

*Christmas Day, December 25th

(b) RESTRICTED HOLIDAYS--Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Independence Day and Labor Day.

It is understood that only mail, baggage, ships in distress, containerized perishable cargo and damaged cargo of hazardous nature are to be worked on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Independence Day and Labor Day. Employees will return to work no earlier than 6:00 a.m. on any day following a restricted holiday.

(c) HOLIDAY'S FALLING ON SATURDAY OR SUNDAY

When an ILA holiday, except a restricted holiday, falls on Saturday or Sunday, the following Monday will be observed as an overtime day it being understood that the ILA employees will accept orders for gangs up to 5:00 p.m. on Friday for work on Saturday, Sunday or Monday. It is further understood that the ILA Hall will be open up to 5:00 p.m. Friday to accept such orders EXCEPT on Christmas Eve, Christmas Day, New Year's Day and July 4th.

The Tuesday following any Monday observed as a holiday will be a cancellation day or set back at 8:00 a.m.

(d) CHRISTMAS HOLIDAY

It is agreed that employees will work until 12:00 midnight on December 23, returning to work at 6:00 a.m. on December 26. It is also agreed that the ILA will accept orders at the ILA Hall up to 5:00 p.m. on December 23 for work on December 26. Employees will work until 6:00 p.m. on December 31, New Year's Eve.

(e) PAID HOLIDAYS

Paid holidays shall be granted to regular employees (defined as employees who have worked not less than 700 hours in the year preceding).

It is agreed that the following listed paid holidays shall be utilized in carrying out the provisions of this paragraph.

New Year's Day, January 1st
Martin Luther King's Birthday, January 15th
Lee's Birthday, Third Monday in January
Washington's Birthday, Third Monday in February
Thomas W. Gleason's Birthday, March 17th
Good Friday, Friday immediately preceding Easter Sunday
Memorial Day, Last Monday in May
Jefferson Davis Day, June 3rd
Independence Day, July 4th
Labor Day, First Monday in September
Columbus Day, Second Monday in October
Election Day, Tuesday next following first Monday in November
Veterans Day, November 11th
Thanksgiving Day, Fourth Thursday in November
Christmas Eve, December 24th
Christmas Day, December 25th

It is understood that paid holidays are straight time days.

SECTION 11
Pay for Saturdays, Sundays and Holidays

(a) From 12/1/90 to 9/30/91, employees ordered for work on Saturdays, Sundays and holidays shall receive \$152.00 for the period 8:00 a.m. to 12:00 noon, or any part thereof, or \$152.00 for the period 1:00 p.m. to 5:00 p.m. or any part thereof, or if employed between 8:00 a.m. and 12:00 noon and ordered back at 1:00 p.m., they shall receive a minimum of eight (8) hours overtime at *\$28.50 per hour or a total of \$228.00. Fringe benefit contributions are calculated on eight hours minimum.

If worked during the noon meal hour, following the morning period, employees will receive an additional hour's pay at double the straight time rate, or \$38.00. If worked from 5:00 p.m. to 6:00 p.m. following the afternoon period, employees will receive an hour's pay at the overtime rate, or \$28.50. Any employee having worked during either the morning or afternoon period, or both, and ordered back at 7:00 p.m., *shall receive a minimum of two (2) hours pay, or \$57.00.

(b) For the year 10/1/91 to 9/30/92 an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added. For the year 10/1/92 to 9/30/93 an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added. For the year 10/1/93 to 9/30/94 an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added.*

(c) In cases where employees have worked the night previous and work continuously into morning of Saturday, Sunday or holiday, they shall receive pay for each additional work period at the prescribed rate for the period in question.

SECTION 12

***Pay for Night Shifts Only With Work Commencing at or after 7:00 p.m.**

From 12/1/90 to 9/30/91 employees employed night shifts only with work commencing at or after 7:00 p.m. shall receive a minimum of \$152.00 for any work performed between 7:00 p.m. and 11:00 p.m. The hour between 11:00 p.m. and 12:00 midnight, if worked, to be paid for additionally at the prevailing overtime rate.

When re-employed at 1:00 a.m., they shall receive a minimum of four (4) hours pay for work performed between 1:00 a.m. and 5:00 a.m. Rate of pay from 7:00 p.m. to 12:00 midnight and from 1:00 a.m. to

5:00 a.m. to be at the overtime rate of \$28.50 per hour, or \$256.50.*

For the year 10/1/91 to 9/30/92 *an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added.*

For the year 10/1/92 to 9/30/93, *an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added.

For the year 10/1/93 to 9/30/94, *an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added.

SECTION 13
***Pay of Delivery Clerks**

For the year 12/1/90 to 9/30/91 all Clerks delivering or receiving or engaged in weighing, checking-weighing, sampling or measuring cargo, etc. are to receive *\$20.00 more per day than the rate specified in the foregoing paragraphs; in other words said employees are to be paid at the *rate of \$172.00 per day; overtime rate to be \$32.25 per hour; double meal hour rate to be \$43.00.All other conditions as to hours, etc. to be stated in the preceding articles of this agreement.

For the year 10/1/91 to 9/30/92, an additional *\$1.00 per hour straight time and \$1.50 per hour overtime shall be added.

For the year 10/1/92 to 9/30/93, *an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added.

For the year 10/1/93 to 9/30/94, *an additional \$1.00 per hour straight time and \$1.50 per hour overtime shall be added.

SECTION 14

Travel and Hotel Expenses

When Norfolk employees are ordered to work at Newport News and vice versa, they shall be allowed their actual travel expenses via public transportation facilities and if required by the Employer to remain overnight, shall receive *additional allowance of \$25.00 for hotel room accommodations. Nothing in this paragraph shall be construed as preventing an employer from increasing these allowances if he or they so desire.

SECTION 15

Additional Pay Where Employees Reordered for 7:00 p.m.

In every instance where employees have worked in the day and knocked off at 5:00 p.m. and reordered for 7:00 p.m. they shall be paid for the hour between 5:00 p.m. and 6:00 p.m. and shall receive *a minimum two hour guarantee.

SECTION 16

Work Rules Governing Re-employed Night Workers

When employees have worked a full night and work is not completed, the ILA agrees to supply new employees at 8:00 a.m. When it becomes necessary to re-employ the same employees at 8:00 a.m., such employees will be required to work either from 6:00 a.m. to 7:00 a.m. or from 7:00 a.m. to 8:00 a.m. on such days as it may be necessary to re-employ them at 8:00 a.m.

SECTION 17

Pay for Full Period

If employees are ordered out to work at any time they shall receive pay for the full period that they are ordered for.

SECTION 18

Orders for Employees

(a) SET BACKS AND CANCELLATIONS

No gang orders, once placed with the ILA are subject to later cancellation or set back. All night orders for 7:00 p.m. are definite orders and cannot be cancelled or set back to a later hour of the same day.

It is understood that in the event it becomes necessary to set back an order as provided herein information will be supplied to the ILA by the employer at or before the appropriate shaping hour as provided in the following sub-paragraph "d" with time tolerance stated therein.

The exception to the rule as stated is that all orders for 8:00 a.m. Monday can be cancelled outright or set back to 1:00 p.m., if employer so desires, and the same exception applied to 8:00 a.m. Tuesday if Monday is a holiday.

The above cancellation right shall also be applicable as to 8:00 a.m. Tuesday in the event of any Saturday or Sunday holiday which is observed on the following Monday.

When the hiring hall is closed during four consecutive overtime days, orders for labor the following regular work day may be cancelled or setback for either 8:00 a.m. or 1:00 p.m., but not for both shape times. Once setback, it becomes a definite order.

In order to have the gangs completely filled out at 8:00 a.m. on cancellation days, employers must cancel orders for gangs by 6:30 a.m. or it will be a firm order. Additionally, all known fill-ins must be reported to the dispatchers prior to 7:00 a.m. for an 8:00 a.m. start Monday through Friday.

(b) PLACING OF ORDERS

*Orders for gangs for Tuesday through Friday must be placed by 4:00 p.m. of the previous business day.

*Orders for Saturday, Sunday and Monday must be placed by 5:00 p.m. on the preceding Friday.

*Orders for gangs to work at 7:00 p.m. Monday through Friday must be given by 3:00 p.m. of the day involved.

*Orders for 5:00 p.m. or 6:00 p.m. must be given by 4:00 p.m. the previous day.

(c) SHIPSIDE ORDERS AND WORK GUARANTEES

Where gangs have commenced work and work is interrupted or stopped at such times as ILA Hall is normally closed, shipside orders may be given to gangs to return at 7:00 p.m. of the same day or for 7:00 a.m. or 8:00 a.m. of the next working day. Such gangs to receive a *guarantee of four (4) hours pay regardless of any condition. Guarantee to commence at 8:00 a.m. Gangs refusing to continue working after 5:00 p.m. upon the employers request (when such gangs could have finished a hatch or ship by 7:00 or 9:00 p.m.) shall be *entitled to a two (2) hour guarantee when such gangs are given a shipside order for a later period.

*NEW: guarantee of eight (8) hours pay

*NEW: entitled to a four (4) hour guarantee

(d) SHAPING HOURS

In order to provide an appropriate time for necessary final confirmation or for cancellation or setback on Monday or previously placed orders, the following shaping hours will be observed:

NORFOLK AT THE HALL
7:00 a.m.; 12:00 noon; and 6:00 p.m.

NEWPORT NEWS AT THE HALL
7:00 a.m.; 12:00 noon; and 6:00 p.m.

If necessary in order to obtain information upon which to base final orders on Monday, men are to remain at Hall fifteen (15) minutes after said shaping hours.

(e) MIDNIGHT START

In addition to the existing start times, an 11:00 p.m. shape for a midnight start for container, LASH and Ro-Ro operations shall become effective December 1, 1990 on a voluntary basis. It is understood that an order for a midnight start must be *given to the hiring center by 4:00 p.m. the day prior to the start. The eight (8) hour pay guarantee commences midnight to 1:00 a.m., at the meal hour rate of pay, 1:00 a.m. to 6:00 a.m. at the overtime rate, 6:00 a.m. to 7:00 a.m. at the meal hour rate of pay and 7:00 a.m. to 8:00 a.m. at overtime rate unless work continues after 7:00 a.m. which pay rate continues at the meal hour rate. If work continues beyond 8:00 a.m., previously established guarantees shall prevail. Shifting of gangs, does not apply to the midnight start. *Gangs accepting a midnight start will not have that job count in their rotation, unless subsequently agreed to change this provision by labor and management. The rules of the debit system under the Guaranteed Annual Income Program do not apply to the midnight start.

*The midnight shape will be available of all users only four (4) times each month port-wide. Thereafter, the Newport News locals will accept and fill orders for such work exclusively in Newport News.

SECTION 19

Additional Pay to Complete Hatch

When a hatch works overtime, beyond an even hour, to finish the hatch, the checkers and weighers shall receive for such part of an hour, a full hour's pay at the prevailing rate at the beginning of the hour.

This clause shall not be construed to mean that checkers and weighers need to be kept under pay by the employer when hatch work continues after an even hour for the purpose of unrigging or covering or securing cargo, provided all cargo has been checked in or out at the prevailing rate at the beginning of the last hour worked.

SECTION 20

Explosives Pay

(a) When Class A and/or B ammunition or explosive are being worked at the pier or in the stream all employees working on the ship involved shall receive the explosive rate, regardless of whether they are part of the gang that is actually doing the handling.

The joint Productivity Committee shall immediately review with the authorized governmental agency the definition of area of potential danger in order to assist the committee to determine whether or not the explosive rate should be paid.

(b) Vessels having explosives stowed in magazines expressly approved by an authorized governmental agency shall be excluded from the coverage of this paragraph.

(c) When employees are working in a hatch where explosives are stowed, all employees working the ship at the pier or in the stream shall receive the explosive rate.

SECTION 21
Additional Pay for Working Offshore and on Cargo
Calling for Double Time Under Longshore Agreement

Clerks, checkers, timekeepers or tallymen working offshore or tallying from dock to ship on cargo, calling for double-time under the Longshoremen's Agreement, shall be compensated at double time under the conditions specified in such agreement.

SECTION 22
Additional Pay Where Cargo Damaged by Fire or Water

(a) All clerks, checkers, tallymen and weighers working on any cargo which has been damaged, not limited to fire, water or fuel oil, which is handled under distress conditions, shall be paid at double the prevailing rate, provided the work is handled under distress conditions.

(b) It shall not be construed by the working of this section that the employee designated above shall be employed if cargo is not required to be checked, weighed, tallied, checkweighed, measured, sorted, or separated, due to the nature of the cargo, or otherwise, as determined by the employer.

SECTION 23
Prohibition of Lockouts, Strikes or Work Stoppages

During the life of this agreement, the party of the first part agrees there shall be no lockouts or work stoppages by the employers, but this shall not be construed to mean a layoff of employees due to business conditions, and the party of the second part agrees there shall be no strikes or work stoppages by the employees. The right of employees not to cross a bona fide picket line is recognized by the employers.

SECTION 24
Arbitration Clause

(a) DISPOSITION

Any grievance, dispute, complaint or claim arising out of or relating to this agreement shall be handled and disposed of in the manner hereinafter provided, and all the parties hereto agree to abide by any decision made in accordance therewith.

(b) INITIAL PROCEDURE

On Job. When a dispute occurs, either the employer representative (Stevedore, Pier Superintendent or appropriate designate of the employer) or Hatch Foreman or the ILA representative shall immediately call the problem to the attention of the other party. Meanwhile, work must continue. Every effort shall be made to reach a settlement consistent with the contract. If there be a failure to reach agreement, either party may immediately call for a member of the Arbitration Committee of the Hampton Roads Shipping Association and the International Vice President of ILA, AFL-CIO for the Port of Hampton Roads or his designated representative to come at once to the place of the dispute and attempt to resolve the problem.

(c) ARBITRATION COMMITTEE

(1) If a dispute cannot be resolved at the job site within four (4) hours in accordance with the initial procedure then it shall be referred in writing to an Arbitration Committee of Six, three of whom shall be representatives of the Hampton Roads Shipping Association and three who shall be representatives of the ILA, it being understood that HRSA and ILA have appointed a standing permanent Arbitration Committee with three alternates each authorized to act in the absence of a regular member. It is further understood and agreed that in the event that either management or labor is short of its requisite members, then those members present shall be authorized to vote for those members absent. Copies of the notice of the request for arbitration in writing together with details of the dispute and specific contract violations shall be sent by the charging party to all parties concerned in the dispute in question.

It is further understood and agreed that where any dispute arises concerning a deepsea ILA member employed by a terminal, at least one individual of the three person arbitration panel appointed by the HRSA shall be a terminal operator or his representative.

(2) It is agreed that unresolved disputes shall be automatically referred to the combined Arbitration Committee which shall meet within 24 hours from the time there has been a failure to resolve the dispute at the job site. The 24-hour period shall be exclusive of Saturday, Sunday and holidays, and the time shall commence to run from 8:00 a.m. of the first working day following the dispute. Meetings may be continued by mutual consent. A dispute may be resolved or settled only upon the decision of the majority of the members of the combined Arbitration Committee of the HRSA and ILA. The decision of the Arbitration Committee shall be made in writing and shall contain the findings, conclusions, and reasons of the committee and copies thereof forwarded to the ILA and to the Hampton Roads Shipping Association and such decision shall be final, conclusive, and binding on both sides with no right of appeal.

**(d) APPLICATION TO FEDERAL MEDIATION
AND CONCILIATION SERVICE**

In the event of the failure on the part of the Arbitration Committee to reach a final decision within seven (7) working days disposing of the dispute and either side desires a Federal Arbitrator, then either side may immediately make application directly to the National Office of the Federal Mediation and Conciliation Service in Washington, D.C., to submit a panel of seven (7) names from which an arbitrator is to be selected. Notice of the application shall be given in writing to the other party. Each side shall strike off the panel three (3) of the arbitrators submitted and the remaining one shall be the arbitrator selected by the parties to hear and settle the dispute. The decision of the arbitrator shall be final and binding on both parties.

Both parties shall bear equally any expenses incurred in connection with the administration of this paragraph.

SECTION 25

Contract Board

There is hereby created a special board, which shall have an equal number of ILA officials and HRSA member representatives, which shall be the joint contractual body with respect to administering and interpreting all contract provisions. This board shall develop all necessary standards and policy with respect to the administration of the applicable contractual provisions.

The representatives of each party shall have an equal number of votes. The board shall promulgate rules of procedures and bylaws to guide their proceedings. The board shall meet at least once bi-weekly unless agreed otherwise by mutual consent or shall have special meetings upon five days' written notice by either party. Any decisions made by the Contract Board shall be final and binding.

If, after such notice, a quorum of either side, without proper cause, fails to attend a meeting, the other party may proceed to act upon the business set forth in the notice of the meeting as if the other party were present in quorum. The actions taken by such party shall be deemed to have resulted in deadlock vote. Any and all matters which result in a deadlock vote of the board may be referred to arbitration in accordance with the above clause.

The HRSA appointees to the Contract Board shall consist of seven (7) members. The ILA appointees and alternates shall consist of seven members as may be appointed by the ILA District Council

It is understood that a study group shall be appointed of equal members from the ILA and management to review the feasibility of a central hiring center.

SECTION 26
Prohibited Activities,
Leaving Pier Without Permission, Water Coolers, Toilet Facilities, Showers and Lockers,
Incompetence, Personnel Authorized to Be At the Job Site

(A) Incompetence, insubordination, use of abusive language, pilfering or broaching of cargo, shirking of work or making a fraudulent claim of injury to receive workmen's compensation insurance payments when no job-related injury has occurred shall not be tolerated. Smoking shall not be permitted on vessels, piers, or in restricted terminal areas adjacent thereto. Firearms, alcoholic beverages and illegal drugs shall not be brought on any waterfront facility. Waterfront facility shall mean the premises of all waterfront terminals as well as vessels berthed at such terminals and other work sites.

(B) Any individual who sells, distributes or possesses illegal drugs on the waterfront facility or who carries a firearm on his person on a waterfront facility or is guilty of the fraudulent receipt of wages will be immediately and permanently discharged from the industry. Violations of the above that occur on or after December 1, 1990, shall result in immediate and permanent discharge except for the penalties imposed for specific offenses enumerated below:

1. Shirking, incompetence, insubordination and use of abusive language.

First Offense: Immediate suspension by the employer for two weeks.

Second Offense: Immediate suspension by the employer for 30 days.

Third Offense: Immediate and permanent discharge by the employer.

2. Smoking in a Restricted Area.

First Offense: Immediate suspension from the industry for one week.

Second Offense: Immediate suspension from the industry for two weeks.

Third Offense: Immediate and permanent discharge by the employer.

3. Pilferage.

First Offense: Suspension by the employer for three months and by the industry for 30 days.

Second Offense: Suspension by the employer for six months and by the industry for 60 days.

Third Offense: Immediate and permanent discharge by the employer.

In each case where it is deemed that the worker is guilty of pilferage, it is understood and agreed that he will make full restitution.

4. Absence from the job without permission.

First Offense: Suspension by the employer for three months and by the industry for 30 days.

Second Offense: Suspension by the employer for six months and by the industry for 60 days.

Third Offense: Immediate and permanent discharge by the employer.

(C) Notwithstanding the above, an employer may impose a lesser penalty in his discretion. Notwithstanding the above, if an individual is convicted of a felony involving their work in any way, the Contract Board shall have the jurisdiction to impose any punishment as it may deem fair and proper in the circumstances and such decision shall be final and binding on all parties to the contract.

If any employee has been permanently discharged as a result of a violation of the contract, then one year after the date of their discharge, they may petition the Contract Board for reinstatement in the industry. If the Contract Board finds such employee has demonstrated a change in character and poses no threat to the industry, then they shall be reinstated. The vote of the Contract Board on reinstatement must be by secret ballot and if no agreement is reached by the Contract Board, then this issue may be arbitrated pursuant to Section 38. If the Contract Board decides to reinstate, it may place conditions on them for their reinstatement. If an employee is reinstated, any further violations under Section 23 will result in immediate and permanent discharge without further right of appeal.

(D) No personnel are allowed to leave the waterfront facility or job site while on the payroll for any purpose whatsoever except with the express permission of the employer's representative.

(E) The signatory employers agree to supply water coolers on the pier, including ice and sanitary cups, and further agree to recommend as strongly as possible to the terminal operators that adequate and clean toilet facilities be provided and, further to make suitable arrangements to relieve deck employees when necessary. Showers and lockers will be provided at bulk cargo piers.

(F) It is understood and agreed that all regular new employees shall first be required to satisfactorily complete a standard test as to competence and ability to perform the work of a clerk, checker, weigher, timekeeper and/or interchange writer. The test to be utilized is one previously validated by the Department of the Army and approved by the EEOC and the United States District Court for the Eastern District of Virginia. Successful completion of the test will be required before the applicant may be regularly employed in the industry.

If an employer determines that an employee is incompetent, the employer shall notify the union in order to allow the union an opportunity to review *the employee's performance prior to the employee's permanent discharge from the job.

(G) It is further understood and agreed that only employers, union representatives and authorized personnel of signatory employers are permitted on the job site.

SECTION 26A

Termination or Lay-Off of Regular Employee

Regular 40-hour per week employees who have been employed by an employer for six months or longer *will receive one week notification of layoff or be paid one week severance pay if terminated without notice. This section shall be construed and interpreted in connection with Section 26 above. Incompetence will be excluded from this clause.

SECTION 27

No Discrimination

There shall be no discrimination by the ILA against any employer, nor shall the employer discriminate against the ILA. No arbitrary assignment of a gang or gangs shall be made by the ILA without prior discussion and mutual agreement between the employers and the ILA.

SECTION 28

Payroll Week

The payroll week will end at 7:00 a.m. on Monday of each week and men will be paid on Thursday afternoon. It is agreed that all employees covered by this agreement shall be paid by check, mailed through the U.S. mails, posted not later than Thursday of each week.

SECTION 29

***Number of Checkers Required**

(A) The employers shall not require or demand any member of the ILA to check more than one (1) hatch, lighter, container or vehicle, at one time, EXCEPT in cases where insufficient number of checkers are available. When both ends of a hatch are being worked simultaneously by two longshore gangs, two checkers will be employed.

(B) There shall be a relief checker employed on every fully containerized or combination ship regardless of the number of gangs. This includes barges handling 150 lifts, loading, discharging or any combination thereof. A relief checker shall not be required on barges handling 149 or fewer lifts. Hatch checkers at a portainer shall not be required to take seal numbers. A relief checker may be utilized to assist a delivery clerk at the discretion of the clerk but he shall not displace another checker.

(C) A second checker or a pier clerk per gang shall be employed on plywood ships capable of handling 150 tons or more per hour.

A third checker shall be employed on ships where automobiles are worked and two large gangs are employed.

A relief checker shall be employed on ships where automobiles or plywood are worked and three (3) or more gangs are employed.

*Any breakbulk vessel, regardless of the gear used, when handling 50 or more containers, a relief checker will be employed.

(D) When a checker is required to be aboard Ro-Ro vessels and work two or more levels simultaneously, a checker shall be employed for each level worked.*

(E) When weighing or checkweighing, a weigher shall be employed for each scale being used and a scale shall be provided for each gang working on other than bulk cargoes. *An ILA weigher will weigh containers when required under the regulations of the office of Safety and Health Administration.

(F) *If a plan is required, an ILA plan clerk shall be employed on all vessels loading and discharging cargo. Every effort will be made to protect this work jurisdiction when a plan is placed on board a vessel.

(G) *If a plan is required, An ILA plan clerk shall be employed on all breakbulk and combination vessels loading in excess of 25 short tons, general and containerized cargo, both included.

(H) When working passenger vessels, an ILA delivery clerk and a checker shall be employed for loading or discharging passengers and baggage, the clerk and checker to remain on the job until embarking and/or disembarking is completed.

(I) A clerk weigher per ship shall be hired in addition to the weighers, and the clerk shall be used as a relief weigher.

(J) *When tallys or interchanges are to be pre-written this must be done by an ILA checker,excluding dock receipts.

SECTION 30

Contract Changes

It is agreed that no employer, official, district council, not local of the International Longshoremen's Association has the right to make any changes in this agreement and that all interpretation of same must be made in accordance with arbitration procedures set up in Clause 24.

SECTION 31

Vacation and Holiday Benefits

It is stipulated and agreed by the parties hereto that there has been heretofore created a Trust Fund, Designated and known as the "HRSA-ILA Vacation/Holiday Fund", which is administered by 14 trustees, seven (7) of whom are appointed by the Association and seven (7) of whom are appointed by the ILA. The Board of Trustees shall develop all necessary standards and policy for the administration of the fund.

Employees who have worked seven hundred (700) hours or more in the eligibility year are entitled to receive pay for Paid Holidays.

An employee is entitled to receive two (2) weeks vacation with pay annually who has worked nine hundred (900) hours or more in the eligibility year.

A third week of vacation will be given to any employee covered by this agreement for each year of the contract provided he works 1100 hours or more in the eligibility year and provided he has worked each of the immediate preceding six (6) years prior to the year of eligibility, and further provided he has worked not less than (700) hours in five of the aforesaid six (6) years, regardless of whether the hours made were at the straight time or overtime rate.

*Six (6) weeks of vacation shall be given any employee covered by this agreement for each year of the contract, provided they work 1300 hours or more in the eligibility year, and provided they have worked in each of the immediate preceding twelve (12) years prior to the year of eligibility, and provided they have worked not less than 700 hours in ten (10) of the aforesaid twelve (12) years, regardless of whether the hours were at the straight time or overtime rate.

Vacation pay payments will be made on basis of records maintained by the Trustees of the HRSA-ILA Vacation-Holiday Fund.

An employee who would have qualified except for absence due to disability within provisions of the HRSA-ILA Welfare Fund, or under the provisions of the Federal or State Compensation Law, shall receive credit for computation for such qualifying 700 hours toward minimum benefits at the rate of 20 hours per week for a maximum of 700 credit hours for the eligibility year. When such disability payments are received during the fiscal year during which the 2nd, 3rd, or 6th weeks' vacation pay is claimed, the number of hours to be credited toward eligibility, shall be at the rate of 20 hours per week to a maximum of 400 hours. When an employee receives credit hours towards qualification for vacation and holiday benefits, the HRSA will make quarterly payments up to a maximum of 400 credit hours to fund such hours.

It is understood and agreed that where any permanent total or permanent partial disability award is made, an employee shall not receive any credit toward the computation of vacation and paid holiday benefits.

The Trustees shall review the case of any employee who in the current contract year earned at least 650 hours but less than 700 hours and applies for one weeks' vacation pay, and shall give consideration to the applicant's previous work record. The decision rendered by the Trustees shall be final. The same review shall be granted to any employee upon application who has failed by 50 hours to have made the sufficient hours requisite for two (2) or more weeks of vacation.

Participants not qualified for GAI benefits will receive 20 hours per week credit toward vacation eligibility while in attendance for their two weeks (14 days) military reserve active duty training, provided that the employee submits an original copy of their military orders to the Hiring Center within five (5) working days at the end of their reserve duty.

It is understood that Vacation checks will be issued between December 1st and December 5th of each contract year and paid holiday checks will be issued on June 1st of each contract year, unless there be some unforeseen circumstances over which the Employers have no control, in which case the ILA will be immediately notified.

Locals will be given the opportunity to make contributions on a quarterly basis to the vacation account for members working as delegates, excluding salaried officers, on Union business.

Contributions may be allocated initially to the HRSA-ILA fringe benefit escrow funds as agreed.

If a participant earns their vacation in a differential category, their vacation and holiday pay will be at the differential pay rate for that category, else prorate all work categories. Pay rates of less than the basic longshore straight time rate will only be used for proration if the participant needed those hours to qualify for their vacation level.

SECTION 32

Welfare Benefits

(a) It is stipulated and agreed by the parties hereto that there has been heretofore created a Trust Fund, designated and known as the HRSA-ILA Welfare Fund, which is administered by a board of 14 trustees, seven (7) of whom are appointed by the Association and seven (7) of whom are appointed by the ILA. The Board of Trustees shall develop all necessary standards and policy for the administration of the fund. It is distinctly understood that the benefits to be paid are limited to those which can be secured for the sum realized under this Section through Employer contributions, minus necessary administrative costs.

An employee unable to work and receiving Temporary Total or Temporary Partial Workman's Compensation under the provisions of the federal or state compensation law shall receive credit toward maximum Welfare benefits at the rate of twenty (20) hours per week. No credit hours shall be computed from Permanent Partial or Permanent Total Workman's Compensation benefits or from "lump sum" compensation settlements.

When employees receive credit hours toward qualification for fringe benefits, the HRSA will make quarterly payments, up to maximum of 400 credit hours, to the HRSA-ILA Pension Fund, HRSA-ILA Welfare Fund and the HRSA-ILA Vacation & Holiday Fund to fund the credited hours.

During the term of this contract, Welfare contributions together with pension contributions shall be paid by HRSA members who employ ILA labor, as follows:

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 by HRSA and ILA. The intent of this clause is that said contributions shall be paid by the Employers initially into the HRSA-ILA Fringe Benefit Escrow Fund and then to be allocated by the Trustees of said Fund on an as needed basis for welfare and pension.

The Welfare Fund which is currently in effect with its present eligibility requirements shall remain unchanged. In order to qualify for participation, men shall have worked 700 hours in each eligibility year.

(b) No other change is to be made in the hourly rate to be contributed by the Employers through September 30, 1994, during which time both Employers and ILA agree to waive their right to bargain with respect to the Fund, and further agree not to resort to strike, lockout, or other economic force or threat of force to change or add to the Fund during the life of this Agreement.

(c) All contributions shall be paid no later than the 60th day following the end of the quarterly period for which such contributions are due.

In any case where an employer fails to remit the proper and full amount of contributions due to the Trustees of the Fund, said employer shall be individually liable to the Trustees for such amounts. Where any payments remain due and unpaid following the 60 days referred to above, the ILA may withhold labor from the delinquent member.

(d) It is distinctly understood that the benefits to be paid are limited to those which can be secured for the sum realized under this section through Employer contributions, minus necessary costs of administration.

It is understood and agreed that the level of hourly contributions specified above shall be applicable to the total contributions made on all hours paid. This clause will apply as to all agreements entered into with the same force and effect as if repeated word for word in the contract. Excluded from the coverage of the covenant, however, are the Freight Handlers' and Terminal Checkers' contracts.

SECTION 33

Pension Benefits

(a) It is stipulated and agreed by the parties hereto that there has been heretofore created a Trust Fund, designated and known as the HRSA-ILA Pension Plan, which is administered by a board of 14 trustees, seven (7) of whom are appointed by the Association and seven (7) of whom are appointed by the ILA. The Board of Trustees shall develop all necessary standards and policy for the administration of the plan.

An employee unable to work and receiving Temporary Total or Temporary Partial Workman's Compensation under the provisions of the federal or state compensation law shall receive credit towards pension service at the rate of twenty (20) hour per week.

When employees receive credit hours toward qualification for fringe benefits, the HRSA will make quarterly payments, up to maximum of 400 credit hours, to the HRSA-ILA Pension Fund, HRSA-ILA Welfare Fund and the HRSA-ILA Vacation & Holiday Fund to pay these funds for the credited hours.

During the term of this contract. Welfare contributions together with Pension contributions shall be paid by HRSA members who employ ILA labor, as follows:

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 by HRSA and ILA. The intent of this clause is that said contributions shall be paid by the Employers initially into the HRSA-ILA Fringe Benefit Escrow Fund and then to be allocated by the Trustees of said Fund on an as needed basis for welfare and pension.

(b) No other change is to be made in the hourly rate to be contributed by the Employers through September 30, 1994 during which time both Employers and ILA agree to waive their right to bargain with respect to the Fund, and further agree not to resort to strike, lockout, or other economic force or threat of force to change or add to the Fund during the life of this Agreement.

(c) All Pension benefit contributions shall be paid no later than the 60th day following the end of the quarterly period for which such contributions as due.

In any case where an employer fails to remit the proper and full amount of contributions due to the Trustees of the Fund, said employer shall be individually liable to the Trustees for such amounts. Where any payments remain due and unpaid following the 60 days referred to above, the ILA may withhold labor from the delinquent member.

(d) It is understood and agreed that the level of hourly contributions specified above shall be applicable to the total contributions made on all hours paid. This clause will apply as to all agreements entered into with the same force and effect as if repeated word for word in the contract. Excluded from the coverage of this covenant, however, are the Freight Handlers' and Terminal Checkers' Contracts.

(e) In the sole discretion of the employer, when an employee is short of the number of requisite hours to qualify for pension benefits for the final year, the employer may contribute the necessary money to the HRSA-ILA Pension Plan based on the current contribution rate to make up the deficit in hours to enable the employee to retire.

*It is not the intent of the parties hereto in any way to change or alter the vesting or service requirements for retirement as set forth in the HRSA-ILA Pension Plan.

SECTION 34

Employer Welfare and Pension Plans

In the event an employer now individually provides insurance, pensions or other welfare benefits for his own employees, an employee concerned shall choose either the benefits so provided or the benefits of a generally similar nature available under the agreed Welfare Plan or the Pension Plan. The intent of this provision is to eliminate duplication of coverage.

SECTION 35
Time Calculation for Benefits Under
Welfare, Pension, Vacation and Holiday Funds

The ILA agrees it will supply no employees to perform labor under this contract to any employer not signatory hereto and who has not prior to the ordering of labor posted adequate cash or surety bond or irrevocable letter of credit guaranteeing said employer to make periodic and full contributions to the HRSA-ILA funds. It is further understood and agreed that if the ILA furnishes labor to any employer not signatory to this agreement and who has failed or refused to post adequate bond or given a satisfactory irrevocable letter of credit as requested, that other signatories, the HRSA and the various fringe plans and their respective trustees and managers shall not be held responsible in any form or fashion for such deficit payments and the ILA labor involved will be given no credits under said plan for such hours which were in fact worked.

Pay guaranteed salaries, pay period guarantees and work hours for employer signatories of the HRSA to this agreement shall be computed in calculating the above benefits and are to be reported during the regular time period for the payment of contributions for fringe benefits which are guaranteed the employees under this agreement. All exceptions to monies paid employees must be approved by the HRSA-ILA Contract Board. Where work is performed during overtime periods, contributions for fringe benefits are based on pay guarantees and calculated on a straight time basis only.

To secure payments of assessments to the HRSA-ILA Funds, each member of the HRSA who employs ILA labor shall post a cash or surety bond or letter of credit payable to the benefit of the trustees. The amount of the cash, surety bond or letter of credit shall be computed at five times the monthly average of the number of man-hours of labor worked by said member, multiplied by the current hourly contribution to each HRSA-ILA fund.

In lieu thereof, should such a member elect to make weekly payment of assessments directly to the funds, then he shall post a cash or surety bond or letter of credit equivalent to three times the average weekly number of man-hours of labor paid by said member multiplied by the current hourly contribution of each HRSA-ILA fund.

All fund contributions shall be paid no later than the 60th day following the end of the quarterly period for which such contributions are due or three weeks following the end of the work week if weekly payments has been elected. In any case where an employer fails to remit the proper and full amount of the contributions due to the trustees of the fund, said employer shall be individually liable to the trustees for such amounts. Where any payments remain due and unpaid following the 60 days, the ILA may withhold labor from the delinquent member.*

SECTION 36 **Scope of Agreement**

The parties agree that a Master Contract is to be applicable to all ports between Searsport, Maine, and Hampton Roads, Virginia, in which the Union is recognized as the collective bargaining representative of employees, covering wages, hours, the amount of contributions for welfare and pension benefits and the term of the agreements, but not the benefits to be provided by different pension and welfare plans, container and LASH, as well as an agreement with respect to the parties signatory hereto. It is recognized that the employer Associations and the ILA Locals operating in each of the different ports (together with the ILA in those ports where both ILA Locals and the ILA customarily have been parties to the collective agreements) have the exclusive power to negotiate contracts fully and completely on local conditions and other terms except for wages, hours, pension contributions, welfare contributions and term of the agreements, container and LASH. It has been further agreed between the parties that if any carrier does not subscribe to the Council of North Atlantic Shipping Associations, as more fully described hereinafter, the ILA shall have the right not to work on the loading and discharging of its ships or any work ancillary thereto.

SECTION 37
***Effective Dates of Agreement, Wage Increases**
and Working Conditions

A. This agreement shall be effective from December 1, 1990, except as set forth hereinafter, and shall remain in full force and effect up to and including September 30, 1994, wages being as follows:

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.

SECTION 38

Checkoff of Union Dues

The Employers agree to deduct union dues for each hour worked from the pay of all persons whose work is covered by this Agreement and for whom a written assignment of such dues has been furnished to employers. Such assignments shall be in full force and effect for a period of one year, subject to the renewal provisions of such assignments.

It is agreed that there shall be a checkoff of union dues on all sums paid for paid holidays, as well as for all paid vacations.

For the period beginning December 1, 1990 through September 30, 1994, the percentage of dues to be so deducted shall be 3 and nine-tenths percent (3 9/10%) for each hour paid multiplied by the straight time rate. Of that amount one and four-tenths percent (1 4/10%) shall be remitted to the District Council of the ILA in Hampton Roads on a quarterly basis, and two and five-tenths percent (2 5/10%) shall be remitted to the employee's local.

It is agreed that there shall be a checkoff of Union Dues of one percent per man-hour for the period December 1, 1990 through September 30, 1994, on all sums paid for holidays, as well as for all paid vacations. Such amount shall be remitted to the District Council of the ILA in Hampton Roads within sixty (60) days.

The ILA shall indemnify and save the HRSA and its employer members harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the HRSA and/or employer member for the purpose of complying with any of the provisions of this section.

COPE VOLUNTARY DEDUCTION

The employer agrees to deduct and transmit to the Treasurer of the International Longshoremen's Association, AFL-CIO, Committee on Political Education 1/10 of one percent for each hour paid from the wages of these employees who voluntarily authorize such contributions on the forms provided for that purpose by the International Longshoremen's Association, AFL-CIO Committee on Political Education.

All monies so deducted shall be paid to the International Longshoremen's Association, AFL-CIO, Committee on Political Education as promptly as possible after the end of each quarter for which the deductions are made. The administrative procedures to be followed are those mutually agreed upon by the parties.

For the period beginning December 1, 1990 through September 30, 1994, the COPE voluntary deduction shall be one-tenth of one percent (1/10 of 1%).

The ILA shall indemnify and save the signatory employers harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employers for the purpose of complying with any of the provisions of this section.

SECTION 39
***Procedures Governing the HRSA-ILA**
Guaranteed Annual Income Program

Preamble

It is understood by the parties that it is the intent of management to eventually terminate the Guaranteed Annual Income program through attrition. It is mutually agreed that only those members of the ILA who have become member of the Union before July 1, 1980 are to be covered by the terms and conditions of the following agreement. It is also agreed that any member of the ILA whose effective date of membership postdates July 1, 1980 must execute a waiver acknowledging that he may under no condition be eligible to receive the benefits of the present GAI program.

Guaranteed Annual Income: Effective December 1, 1990 and for the duration of this agreement, all employees of Locals 862, 1624, 1819, 1248, 846, 970, 1970 and 1784 who meet eligibility requirements as set forth below and who are registered in gangs, shall be guaranteed an annul income of 1600 (1308 for Locals 1736 and 1819) hours prorated for the period commencing December 1, 1990 and continuing until September 30, 1991. The level of guarantee and the categories as provided in paragraph C.1 for the terms October 1, 1991 through September 30, 1992 and October 1, 1992 through September 30, 1993 and October 1, 1993 through September 30, 1994, shall be set by the joint determination of the parties to this agreement.

A. Board of Trustees

There has been created a special Board, the HRSA-ILA GAI Board of Trustees, which is composed of fourteen trustees, seven of whom are appointed by management, and seven of whom are appointed by the ILA, which has the responsibility to administer and interpret all contract provisions relative to the GAI. This Board shall develop all necessary standards and policy with respect to the administration of the applicable contractual provisions. It is understood the HRSA and ILA shall have joint management over the GAI Program. It is also understood and agreed that the determination as to the level of assessments and expenditures necessary to maintain financial integrity of the Program will be determined by the Board of Trustees. All disputes involving the GAI Program shall be submitted to the Board of Trustees for final resolution.

It is further understood and agreed that biweekly advances of the GAI benefits shall be made at 90 percent (90%) of the amount due for the period and that further, GAI advance payments which have been made to employees who retire or die, and are found to have been overpaid, shall not be recouped.

B. Eligibility

The employees who shall be eligible to qualify for the receipt of the guaranteed annual income for the term of this agreement are as follows:

1. It is mutually agreed that only those employees who met the conditions specified in the following

paragraphs, as of October 1, 1983, and who work at least 700 hours each year of the agreement shall be considered as eligible for benefits payments. It is mutually agreed that there shall be no further additions to the list of qualified participants after February 8, 1984.

2. Any employee who worked at least 700 hours during the contract year 1975-1976 and/or the contract year 1976/1977, and who maintained eligibility by working 700 hours in the contract year 1982-1983, and each year thereafter, effective as of 10/1/88.

3. Any employee who became eligible by October 1, 1983 by working some hours in each of the six (6), and 700 hours or more in five (5) of the six (6) contract years 1976-1977 through 1981-1982 or 1977-1978 through 1982-1983 and who worked 700 hours or more in the contract year prior to the first eligibility year, and each year thereafter, effective as of 10/1/88.

4. Any employee who would have qualified except for absence due to compulsory military service or service as a union official, or who was disabled within the provisions of the HRSA-ILA Welfare Fund or under the provisions of the Federal or State Compensation laws or any service performed as an agent or employee of the HRSA-ILA.

5. The work record of any Eligible Employee who fails to complete 700 hours of work and credit in the Qualifying Year, but who accrues not more than five (5) debits in the Qualifying Year shall be subject to review for a determination of eligibility in the contract year immediately following. The standards for such review shall be set by the Board.

C. Registration

1. There shall be an annual registration with the signatory employers of the employees for the purpose of effecting a concentrated stable and skilled workforce.

Such registration to be completed and submitted not later than September 1 of the year preceding the contract year.

Each eligible employee may be qualified and registered by the Union for up to three job categories. Each employee must be assigned an "L" (Longshoreman) job category except an individual with at least twenty (20) years of service or a medical excuse from a doctor approved by the Trustees.

Employees may change gang assignments quarterly each contract year or at other times to fill a vacancy in a gang due to death or retirement. Quarterly changes will be effected only at the beginning of the 1st, 14th, 27th and 40th weeks of the contract. Request for changes other than those stated must be mutually agreed to by the Trustees/Vacancies due to death and retirement may be filled to maintain gang integrity. Acceptance of new members by deepsea locals will be made by agreement of the Trustees upon the approval of the Contract Board.

A job category may not be assigned to any employee that has never been the employee's registered category with the exception of the longshoreman category "L".

2. The ILA agrees to provide the signatory employers and to keep current a list of employees by gang, giving the full names of the employees, port number and job categories. Each eligible employee may be qualified and registered by the Union for more than one category but no more than three categories, and they may not be required to accept any assignment for work for which they are not qualified.

The job categories consist of:

Bosses

Slings

Operators (deckmen, registered drivers, crane operators)

Longshoremen

Clerks and Checkers

Carpenters and Longshoremen (for only Local 1784)

Timekeepers and Interchange Writers

Miscellaneous Workers

Container Maintenance and Repair Garmen and Mechanics

3. An identification card will be issued which shall be the sole means of identification for hiring and registration. The first card shall be issued without any cost, but the cost of duplicate replacement cards shall be assessed to the employees at \$2.00 each, refund- able only when the lost card is returned. Employees shall request replacement cards and obtain new cards within five (5) days.

Any fraudulent use or misuse of identification cards, excuses or any documents will automatically result in the user and/or owner being suspended and/or penalized at the sole discretion of the Trustees.

4. Any new registrants after the initial registration will be required to take a physical examination. Any such new registrant and the standards for physical qualification for such new registrants shall be subject to the approval of the joint Contract Board.

An employee must not be assigned a job category for which they are unsuited in any way, such determination to be made by the Joint Safety Committee.

D. Availability of Labor

1. No employer will hire any longshoremen not included in the above described work force until all available employees of the registered work force have been hired and then only as temporary fill-ins to complete gangs. The foregoing does not apply to employees assigned to regular gangs. Hatchbosses and Dockheaders will be required to hire all employees by category at all shaping periods, seven (7) days a week including Saturdays, Sundays, holidays and nights.

2. The HRSA-ILA GAI Program shall pay for three (3) ILA dispatchers to work in the Hiring Center at Norfolk and two (2) ILA dispatchers to work in the Hiring Center in Newport News. Standards for the operation of the Hiring Centers shall be set by the Trustees. Contributions for Vacations, Pensions and Welfare, also Clinical benefits, will be paid on 1500 hours per contract year minimum. It is understood that all dispatching and supplying of labor is an ILA function and not a responsibility of management. The ILA agrees that it will perform all these duties in accordance with the basic contract.

3. All employees who are not members of gangs posted on a prior day order may report to the Hiring Center for registration and job assignments. Employees who do not register shall automatically receive an eight (8) hour deduction against their guarantee.

4. Gangs ordered on a prior day order shall be posted at the Union Hall. Men shall report to the Hall as ordered to join their respective gangs. It is understood that if gangs are too short to work then all employees in the short gangs shall be permitted to register after 7:00 a.m. but before 8:00 a.m. Additional employees will be ordered at the Hiring Centers by the bosses to fill out short gangs.

5. Hatchbosses and Dockheaders shall order through the Hiring Center fill-ins and replacements for absentees. All fill-ins must receive a gang assignment slip from the union dispatcher before leaving the Hiring Center. Timekeepers shall not check in any fill-ins without assignment slips. When fill-ins and replacements are ordered, the bosses shall report names and numbers of the members of the gang who failed to report to work. Dispatchers shall issue debit cards for such employees.

Timekeepers must not check in any fill-ins or replacements without assignment slips except during overtime periods. Timekeepers or persons acting as timekeepers found in violation of this Section shall be subject to disciplinary action as set forth by agreement of the Trustees.

6. When employees are needed to fill out a gang at the pier, the Hatch Foreman or Dockheader shall notify the timekeeper or a company representative of the shortage and the category of employees needed. The timekeeper or the company representative shall call the Hiring Center stating the number of employees needed and the job category.

7. Employees reporting at the Hiring Center shall register and wait for job assignments until 9:00 a.m. as jobs are called through the Union Dispatcher. Employees who are in the category needed shall accept the jobs offered according to GAI eligibility. If no employees accept the job or jobs, the Union Dispatcher shall from the eligible registered members in the Hiring Center assign the members with the job category to the jobs available. Employees refusing work shall be debited according to GAI rules and the Union dispatcher shall so notify the management representative. Employees shall be required to check in between 6:00 a.m. and 7:00 a.m. and remain at the Hall until 9:00 a.m. If no jobs are available, the employees shall return to the Hall at 12:00 noon for assignment. Employees who are not members of gangs posted on a prior day order and who do not register shall have automatically deducted (8) hours from their guarantee.

8. When all members in the Norfolk Hiring Center have been assigned and additional employees are required the Norfolk Union Dispatcher shall call for replacements from the Hiring Center in Newport News and vice versa. Allowable time for the trip from Newport News to the Norfolk piers shall be one (1) hour and vice versa.

From the Newport News Hiring Center to Cheatham Annex the allowable time shall be one (1) hour. From the Norfolk Hiring Center to Cheatham Annex the allowable time shall be one-and-one-half (1-1/2) hours. Those employees exceeding the allowable time shall be paid only the time worked.

9. The employer shall call the ILA Union office for any and all gangs needed over the regular gangs assigned to his company so that extra gang assignments can be made from the gangs available with deficient hours, where practical. Once a week the Employer and the Union shall be furnished with a list of gangs with deficient hours. The intent of this clause is to balance the work load at the discretion of the Employers.

10. All fill-in employees accepting jobs through regular channels shall receive an assignment slip from the Union Dispatcher. Employees shall not be shaped without an assignment slip and shall not be checked in by the timekeeper.

11. Additional clerks and checkers when needed for replacement of PDO clerks and checkers or for non-preposted jobs shall first be obtained from eligible, registered, and available clerks and checkers at the Hiring Center.

When all available checkers are employed through the Norfolk Hiring Center and additional checkers are required, then available checkers from the Newport News Hiring Center must be employed prior to dispatching employees outside the checker category and vice versa.

When the supply of available ILA checkers has been exhausted and additional Checkers are needed, the Clerks shall call for fill-ins from the Hiring Centers between 7:00 a.m. and 9:00 a.m. Any additional Checkers reporting to the job without an assignment slip shall not be checked in and will not be permitted to check, unless there are no qualified ILA members available in the Hiring Centers. Only members of Local 862 and 1624 shall be hired in either Norfolk or Newport News unless the members of those locals are unavailable in either city.

12. Additional timekeepers and interchange writers when needed for replacement of PDO timekeepers and interchange writers or for non-posted jobs shall first be obtained from eligible, registered and available timekeepers and interchange writers at the Hiring Centers.

When all available timekeepers and interchange writers are employed through the Norfolk Hiring Center and additional timekeepers and interchange writers are required, then additional timekeepers and interchange writers from Newport News Hiring Center must be employed prior to dispatching employees outside of the timekeepers and interchange writers category and vice versa.

When the supply of available ILA timekeepers and interchange writers has been exhausted and additional timekeepers and interchange writers are needed, the clerks shall call for fill-ins from the hiring centers between 7:00 a.m. and 9:00 a.m. Any additional timekeepers and interchange writers reporting to the job without an assignment slip shall not be checked in and will not be permitted to check, unless there are no qualified ILA members available in the hiring centers. Only members of Locals 862 and 1624 shall be hired in either Norfolk or Newport News unless the members of those locals are unavailable in either city.

13. Additional container maintenance and repair employees when needed for replacement of PDO container maintenance and repair employees or for non-preposted jobs shall first be obtained from eligible, registered and available container maintenance and repair employees at the hiring center.

When all available container maintenance and repair employees are employed through the Norfolk Hiring Center and additional container maintenance and repair employees are required, then available container maintenance and repair employees from the Newport News Hiring Center must be employed prior to dispatching employees outside the container maintenance and repair category and vice versa.

When the supply of available container maintenance and repair employees has been exhausted and additional container maintenance and repair employees are needed the fill-ins shall be called for from the hiring centers between 7:00 a.m. and 9:00 a.m. Any additional container maintenance and repair employees reporting to the job without an assignment slip shall not be checked in and shall not be permitted to work, unless there are no qualified ILA members available in the hiring centers. Only members of Local 1970 shall be hired in either Norfolk or Newport News unless the members of that local are unavailable in either city.

E. Credits to be Allowed Injured Employees and Others.

1. Employees who are unable to work in all or part of the qualifying year preceding the years of guarantee or current year by reason of sickness, injury or disability, and who receive welfare benefits under the HRSA-ILA Welfare Fund, or who receive temporary total or temporary partial workmen's compensation or disability benefits under any Federal or State law, or whose absence from the industry as unable to work has been certified under the standard satisfactory to the Trustees, shall receive credit toward computation for such qualifying 700 hours at the rate of twenty (20) hours per week during such sickness or disability. No credit hours for purposes of determining eligibility shall be computed for permanent partial or permanent total workmen's compensation benefits or from "lump sum" compensation settlements.

A participant may not apply for vacation leave to concurrently cover a period of known coverage by workmen's compensation for injury or welfare compensation for illness. Should the vacation leave be approved before the onset of injury or illness, the vacation may stand, unless cancelled, but no 20-hour per week credits toward 700-hour eligibility levels will be granted.

2. Any employee who worked a minimum of 700 hours under an HRSA-ILA collective bargaining agreement in the year preceding their induction into the Armed Services of the United States, and who by reason of such service was unable to qualify in the qualifying year, shall be given eligibility credit of twenty (20) hours per week for the period of time actually spent in the Armed Services of the United States, toward the computation of the qualifying 700 hours, provided such employee was other than dishonorably discharged from the Armed Services and returned to the industry within thirty (30) days.

3. Full-time officers (those for whom the Union makes contributions to the Pension and Welfare Plans) shall retain their eligibility for the guaranteed income payment. They shall not receive a guaranteed income payment while in office, but shall be given sufficient credit to insure that their term of office shall not disqualify them from being eligible for such guaranteed income payment in any guarantee year immediately following the end of such term of office.

F. Deduction Against Guarantee Income

1. Hours earned during the guarantee period shall be deducted from the guaranteed income. In addition, gross payments calculated in hours made to the employees for vacation and holiday pay shall also be deducted. The guaranteed income shall not be reduced by payments received from workman's compensation or from the Welfare or Container Royalty funds.

2. When an employee is receiving welfare or compensation payments, their guarantee shall be reduced 6.5 hours (5.5 hours for Local 1819) for each day except on Saturday, Sunday and legal holidays.

Any employee who is found to be working and simultaneously receiving compensation or welfare benefits shall forfeit all GAI benefits received during the contract year and become ineligible under the GAI program for the remainder of the contract. Any employee who is found to be simultaneously receiving Unemployment Compensation and GAI benefits shall forfeit all GAI benefits received during the Contract year and become ineligible under the GAI program for the remainder of the Contract.

3. If an employee fails to register and make himself available for work in the Hiring Center in which they are registered Monday through Friday from 6:00 a.m. to 9:00 a.m. except for holidays, eight (8) hours shall be deducted from the GAI benefit. If an employee fails to accept such work in their category or categories as is offered, they shall receive a debit for each violation. A debit shall be forfeiture of eight (8) hours from the total hours guaranteed herein.

4. Effective for the contract years after October 1, 1983, there shall be no deduction from the annual guaranteed benefit due an Eligible Employee for his failure to work during the two week (14 days) period for which the Employee is ordered to annual military reserve active duty training, provided the Employee submits a copy of their military orders to the Hiring Center within five (5) days after the last day of such active duty period.

5. Effective February 7, 1985, there shall be no deduction from the annual guaranteed benefit due an Eligible Employee for their failure to work while serving without pay in an official capacity for any HRSA-ILA Employee Benefit Fund provided the employee submits an excuse to the Hiring Center within five (5) days after the last day of such period.

6. Effective October 1, 1985, there shall be no deduction from the guaranteed annual benefit due an eligible employee for their failure to work during the days when the employee is summoned to Jury Duty provided the employee submits an original copy of their official summons to the Hiring Center within five (5) days after the last day of such Jury Duty.

7. For every refusal of an employee to make himself available for, to accept an assignment, or to work in their category or categories either on a list, prior day order or hiring center assignment, they shall receive one debit each for the first six offenses. Thereafter, they shall no longer be eligible for GAI benefits for the remainder of the contract year and shall be considered a non-GAI employee. Debits shall be cumulative only during each contract year and shall not be carried over from one contract year to the next. Employees will be excused for death in immediate family and subpoena. In case of emergency situations, the individual case will be reviewed by the Trustees. However, 6.5 hours (5.5 hours for Local 1819) per day shall be deducted from the guaranteed annual income hours. When any member of the ILA fails to work as ordered because of a work stoppage by another Union, eight (8) hours shall be deducted from their guaranteed annual income for each day. When an employee fails to work because of an ILA work stoppage each individual shall receive a debit offense per day as outlined above and a corresponding reduction from their guaranteed annual income. The ILA shall be notified of the names of individuals who have been debited out of the program and upon such notification they shall be in a non-GAI status.

8. For each and every day that an employee is receiving treatment under the drug and rehabilitation program established by the HRSA-ILA Welfare Fund, 6.5 hours (5.5 hours for Local 1819) per day shall be deducted from their Guaranteed Annual Income hours, Saturdays, Sundays and legal holidays shall be excluded.

For each and every day an employee whose test results are positive and who refuses to participate in the drug and rehabilitation program referred to above, shall be debited according to GAI rules and both union and management representatives will be so notified. It is also understood and agreed that the employee will not be employed by any members of the Hampton Roads Shipping Association and shall not be allowed on any waterfront facility for any reason whatsoever.

Excuses:

1. It is mutually agreed that automatic excuses will be provided employees while attending the funeral of wife, brother, sister, mother, father, grandmother, grandfather and child. There shall be three (3) days allowed for an employee to attend a family funeral locally. Five (5) days shall be allowed an employee for travel to an out-of-town funeral. It is understood that 6.5 hours (5.5 hours for Local 1819) shall be deducted from an employee's GAI who presents the properly documented excuses for approval. No debit shall be applied.

2. It is mutually agreed that all members of a gang shall be excused to attend the funeral of a member of that gang if they so desire and upon 24 hours prior notice. It is understood that 6.5 hours (5.5 hours for Local 1819) shall be deducted for those members who are excused for the above, but no debit will be applied.

3. Employees who are allowed to register late shall be given a 6.5 hour (5.5 hour for Local 1819) deduction. However, if they should be given an assignment, they shall not be penalized by the 6.5-hour deduction. Under no circumstances shall the late registrant be dispatched ahead of those members who registered on time.

4. Night orders automatically excuse employees from registering the next day and there shall be no deduction from the annual guaranteed benefit:

Night Orders:

7:00 a.m. or 8:00 a.m. until at least 12:00 midnight

1:00 p.m. until at least 1:00 a.m.

7:00 p.m. until at least 3:00 a.m.

15.0 hours or more worked during the period 7:00 a.m. to 6:59 a.m. the following morning.

Any employee who has a prior day order for a 5:00 p.m. or 6:00 p.m. start is excused from registering that day.

5. Any GAI employee with chronic illness must have a permanent doctor's certificate to cover their chronic illness, and it must be renewed each year. Also, they must fill out an excuse slip each time they are not working with their gang because of the chronic illness and they must register. If they get an assignment no hours are deducted but if they do not get an assignment, 6.5 hours (5.5 hours for Local 1819) is deducted for each occurrence.

6. All illness which prevents an employee from working which is not covered under compensation or welfare reports must be covered by a doctor's certificate. The original doctor's certificate must be stamped by a dispatcher within five (5) days and an excuse slip must be filled out covering the days on the certificate. All excuses which are in question are sent back to the dispatcher's office for further clarification

GAI DEBIT SYSTEM

Job Category Rules

- 1.** Any job filled by an eligible GAI employee out of their category will result in a debit for each employee side-wide in that category filled that did not work that day.
- 2.** Any job filled by a non-eligible GAI employee out of their category will result in a debit for each employee side-wide in that category filled that did not work that day.

Gang Rules

3. Any eligible GAI employee who works outside of their gang but in their category with an assignment slip will result in a debit for all employees in that category in that gang who did not work that day.

Also, any eligible GAI employee who works outside of their gang but in their category without an assignment slip will result in a debit for himself.

Any job filled without an assignment slip by an eligible GAI employee in their gang but outside their registered category will result in a debit for himself.

4. Night orders automatically excuse employees from registering the next day and there shall be no deduction from the annual guaranteed benefit: Any job filled by a non-eligible GAI employee outside of their gang and in their category will result in a debit for all employees in that category in their respective hiring center that did not work that day.

5. Any eligible GAI employee working outside their gang when their gang is working without an excuse will be debited.

6. Any eligible GAI employee who after working the first period fails to work the second period (1:00 p.m.) shall be debited.

Prior Day Order Rules

7. Any eligible GAI employee failing to fill their assignment or prior day order shall be debited.

8. Any eligible GAI employee working an early start when their gang has a prior day order for 8:00 a.m. will be debited.

9. Any eligible GAI employee failing to work a 1:00 p.m. start on a prior day order shall be debited.

Registration Rules

10. Any eligible GAI employee working without a prior day order and who fails to register shall be debited.

11. Any eligible GAI employee registering without their I.D. card may do so without any reduction in hours for five (5) occurrences per year, after which they shall not be permitted to register until they have purchased a replacement card.

General Rules

12. Any job filled by a person not registered in a gang will result in a debit for each employee in that category port-wide who did not work that day.

13. An employee refusing or failing to respond when called by the dispatcher will be debited. Bosses shall supply names and port number of employees who did not show up and they shall be debited.

14. Gangs have 7:00 a.m starts will order replacements and/or add-ons from the hiring center if unable to hire ILA labor on a voluntary basis. Dispatchers will dispatch such employees as ordered according to established hiring procedures by category and GAI eligibility. Employees refusing to accept jobs offered to them in their category will be debited.

15. An employee who is ordered out with a gang shall maintain the gang's integrity and work with the gang until the gang is finished, or at least two full periods. If they leave the job before the two full periods are worked, they will receive an eight-hour deduction from their GAI, including nights, Saturdays, Sundays and holidays. If it is a straight time day, they shall receive a debit. If a gang member fails to work with their gang whether it is a one-man gang or a full gang structure seven days a week, they will receive an eight-hour deduction from their GAI.

G. GAI Payment Formula

The guaranteed annual income benefit shall be advanced to eligible employees in bi-weekly payments commencing eight weeks after the beginning of the contract year determined in accordance with the following formula:

A=Vacation and Paid Holidays.

B=Total hours actually worked since October 1, of
the current contract year.

C=Hours to be deducted due to debits, excuses, and
other subject payment.

D=GAI payments advanced from October 1 to the
date of the subject payment.

E=Total calendar days lapsed since October 1 to
the date of subject payment.

Advance payment = [(((1600*-A)XE/365]-B-C).90]-D

Annual Liability = (1600*-A)-B-C-D

(*1308 for Local 1819)

The amount of the advance payment for the two week period in question shall be calculated as follows:

(1) Subtract A from the total Guaranteed Hours (1600 or 1308 for Local 1819).

(2) Multiply the result of (1) above by a fraction the numerator of which is E and the denominator of which is 365.

(3) Subtract B+C from the result obtained in (2) above.

(4) Multiply the result obtained in (3) above by .90.

(5) Subtract D from the product of (4) above.

Overpayments or unearned payments to employees may be deducted if necessary from an employee's vacation and holiday pay due in the final year of this contract or from the employee's next vacation and holiday pay should they be unavailable for work during the remainder of the contract.

H. Vacations

1. There will be no reduction of hours for employees who desire leave for the purpose of taking a vacation when they are so entitled by virtue of having duly qualified under this contract during the prior contract year, subject to the following:

(a) Two weeks advance notice of intention to take vacation leave shall be given, in writing, to the dispatcher.

(b) No more than 10% of the entire work force shall be on leave simultaneously.

(c) Vacations shall be granted only in seven (7) consecutive calendar-day increments. When an employee requests two or more weeks vacation, but decides to return to work during their vacation, they shall be required to register for the duration of their vacation period unless they immediately notify the GAI co-administrators to cancel the balance of their vacation period. If the dispatcher is notified by 1:00 p.m. on Friday of the employee's vacation period, all the remaining vacation week or weeks applied for may be cancelled.

(d) An employee may apply for emergency vacation under certain conditions without the 14-day advance request.

I. Credits for Vacation and Holiday Pay, Welfare and Pension.

Liability for contributions to the Welfare, Pension and Vacation-Holiday programs by the GAI program based on payments of GAI hours to employees shall not become fixed until the end of the contract year. In no event, however, shall the liability of the GAI program for such contributions to the Pension Plan exceed the difference between actual hours worked and 1000 hours, or payments for GAI hours paid, whichever figure may be the lesser. Contributions to the Welfare Fund will be based upon the hours needed to qualify for maximum welfare benefits.

It is understood and agreed that the vacation benefits to which the employees are entitled shall be determined by the sum of actual hours worked plus GAI hours earned to obtain maximum vacation benefits for eligible employees as per the vacation clause.

It is further understood and agreed that GAI hours paid to employees who either retire or die during the contract year shall not be considered as overpayments.

J. Payment Date of Income

Payments shall be made on a bi-weekly basis. Employees shall receive 90% of the amount due to them, computed on accumulated hours worked beginning October 1st. For the final payment of each contract year, they shall receive the balance of the entire amount due to them for the full contract year.

Overpayments or unearned payments to employees may be deducted if necessary from an employee's vacation and holiday pay due in the final year of this contract or from the employee's next vacation and holiday pay should he be unavailable for working during the remainder of this contract.

When an employee is debited out of the GAI program in any contract year, the final payment shall be calculated at the end of that year. It is understood that when an individual debits off the GAI program, the number of excuses and debits do not increase for the remainder of the year.

K. Term of Agreement

The term of the agreement shall commence December 1, 1990 and shall terminate September 30, 1994.

L. Check-Off of Union Dues

The employer agrees to deduct Union dues for each hour paid for under the Guaranteed Annual Income Plan, in accordance with Section 48 of the Hampton Roads Longshoremens' Agreement, and Section 38 of the Hampton Roads Clerks', Checkers' and Weighers' Agreement.

M. Grievance Procedures

The Board of Trustees shall receive all disputes and grievances arising out of the GAI program.

All grievances must be made initially to the GAI coadministrators within thirty (30) days following the calendar quarter in which the incident occurred.

If the trustees are unable to satisfactorily resolve the dispute then the matter shall be referred to the Arbitration Committee, established under Section 38 of this contract, within thirty (30) days from the date of the Board of Trustees hearing.

Should the Arbitration Committee be unable to resolve the dispute, application shall then be made to the Federal Mediation and Conciliation Services, in accordance with Section 38 of this Agreement, for a final determination of the question.

SECTION 40

Duties of Container Storage Area Checkers

*It is understood and agreed that loading and discharging operations in the handling of containers, shall be as follows:

(1) When container vessel or barge is on berth:

(a) Ground Operation (Containers without chassis to be stacked or unstacked)

*One clerk shall be brought in to receive and/or deliver containers on behalf of the terminal.

One checker shall be assigned to each transtainer being utilized for stacking or unstacking. One clerk shall be employed by ships named on P.D.O. to receive and/or deliver *containers on behalf of the terminal on breakbulk vessels having five (5) or more *containers. When all work pertaining to that named ship is completed, the clerk shall not be required to perform any terminal duties outside of his category.

*When required, a clerk shall be ordered for one (1) hour prior to ship start.

*When two or more transtainers behind one portainer are used on a vessel that is both loading and discharging containers, a second clerk shall be hired to coordinate the transtainers.

(b) Wheeled Operations (Containers with chassis to be loaded or unloaded)

One clerk shall be brought in to receive and/or deliver containers on wheels on behalf of the terminal. One clerk shall be hired for each ship to receive and deliver containers for the terminal on breakbulk vessels having five (5) *or more container.

*When required, a clerk shall be ordered for one (1) hour prior to ship start. Also when required, one (1) additional checker shall be hired to assist the clerk following the ship to help locate containers.

*Any and all schematics shall be prepared by an ILA checker.

(c) One checker shall be hired and assigned to each transtainer used. *Where straddle carriers are utilized, one checker shall be used for up to three (3) straddle carriers.

(d) *One checker shall be hired and assigned to any piece of equipment used in lieu of a straddle carrier or transtainer while stacking and unstacking in the pad area.

2. When container vessel is not on berth:

*One checker shall be assigned to each transtainer being utilized for stacking or unstacking.

(a) *One checker shall be used for each three (3) straddle carriers.

(b) *One checker shall be hired and assigned to any piece of equipment used in lieu of a straddle carrier or transtainer while stacking and unstacking in the pad area.

3. Stenciling and Labeling Containers:

A prior day order shall be posted each day for stenciling and labeling duties for those employees that potentially might be required to perform this work.

4. *Transportation shall be furnished on the terminal when necessary.

5. Uniform loading and discharge receipts will be exchanged by terminal deepsea and stevedore clerks for stevedoring operations only. The computer input and error resolution of such receipts will be done by ILA Local 1624/862 clerks.

SECTION 41

Seniority

The parties acknowledge that a seniority plan has been invoked by the ILA, which plan or plans the Employers recognize, but which they do not agree to implement herein, as they are of the opinion that implementation thereof may best be accomplished by the ILA or as an internal matter, and within the Union. The parties further acknowledge and agree that the Employers shall not be responsible for unemployment of individual Union members caused by operation of said seniority plan or plans. Requests for labor shall be made by the signatory employer or their representative by calling the ILA Union office.

It is mutually agreed that when a reduction in force occurs where an employee is terminated that the policy shall be that the last employee hired shall be the first to be terminated unless cause is shown.

SECTION 42

Retraining

The ILA recognizes the right of Management to change methods of production and install new labor saving devices. It is understood and agreed that any technological changes will be discussed in advance with the ILA. It is agreed that affected employees whose historical and traditional job positions have become modified as a result of technological change will be afforded the opportunity for retraining to acquire the necessary skills for employment in the same classification.

It is further understood and agreed that the retraining of employees will be for specific jobs enjoyed by the ILA under the existing contract at the employers' expense.

It is further understood and agreed that the Contract Board shall determine and interpret the contract as to what constitutes a traditional job which has been modified because of technological change and for which position displaced ILA personnel may request retraining. It is also understood and agreed that Management will not be compelled to accept any employee who has been retrained unless such employee exhibits sufficient competence in the modified job position.

SECTION 43
***Terminal Agreement**

1. During the life of this contract, forty (40) hour guarantees for pad and rail yard areas will be considered and language to be mutually agreed upon and shall become part of this agreement.

2. On Ro-Ro and combination vessels where there are ten (10) pieces or less of general cargo, the deepsea clerk will receive and deliver such small amounts to the extent of their jurisdiction.

3. Council of North Atlantic Shipping Associations and International Longshoremen's Association Agreement On C.F.S. Stations:

At the meeting held between the ILA Committee and the Management Committee on Monday, March 27, 1989, the parties discussed at great length the needs and desires in negotiations of both Management and the ILA.

Basically the ILA stated its desire for a program which would protect ILA job opportunities.

Management, on the other hand, reiterated in detail the contractual protection desired by it. These objectives are set forth in Attachment "A".

Management and the ILA agree that discussions and negotiations on each of the issues set forth in Attachment "A" continue for the purpose of reaching a full and final agreement on a new contract.

In return for the ILA's acceptance of the above procedure, the carriers will agree to establish a Carrier-ILA Container Freight Station Fund under the current contract. Pending the establishment of such CFS Program, the ILA agrees to continue to negotiate with respect to Management's objectives. The Carrier-ILA Container Freight Station Fund will be set up as soon as practicable. The purpose of the fund shall be as follows:

(a) To encourage the stuffing and stripping of LCL, LTL, FCL, vendor consolidation and other cargo not presently handled at waterfront facilities by deep-sea ILA labor;

(b) To open Container Freight Stations in such major container ports where it can be shown that such Container Freight Stations are needed;

(c) The creation of a dedicated ILA work force in each port to productively and efficiently stuff and strip containers;

(d) Such dedicated work force shall work as directed by the employer within the craft;

(e) MANNING OF CFS: *Only ILA labor will perform all work traditionally performed by ILA as provided under ILA contracts.

The minimum work force shall consist of (1) clerk and (2) longshoremen. Regular employees shall receive a guarantee of forty hours per week. Extra employees may be hired as needed and shall be guaranteed only such hours as provided by the local agreement.

Container Freight Station employees shall be paid overtime only after 40 hours of work in any one week;

(f) Starting times at the Container Freight Station shall be as determined by the employer, namely 7 a.m., 8 a.m., or 1 p.m. and shall continue for a work period not to exceed 12 hours in any one day.

(g) The work week shall be Monday through Friday. The carriers shall contribute to the Fund in the sum of thirty cents per long ton on each container moved by them on and off ships on the Atlantic and Gulf Coasts effective April 15, 1989, and shall not include containers which are stuffed or stripped by deep-sea ILA labor or containers in the North bound Puerto Rican trade.

4. CONTAINER FREIGHT STATIONS LOCAL TERMS AND CONDITIONS

(a) Commodity pay differentials prevail at CFS operations in accordance with the Working Agreements

(b) The CFS employees straight time guarantee will be reduced by eight (8) hours for each holiday worked. When not required to work, he will be paid eight (8) hours at the straight time rate. When required to work on a non-restricted holiday, employees shall receive eight hours at time and a half for that day.

These rules only apply when the employee works the day before the holiday and the day after when requested. The five (5) restricted holidays shall be included in the 40 hour weekly guarantee.

Starting time at the CFS shall be determined by the Employer, namely 7 A.M., 8 A.M., or 1 P.M. and shall continue for a work period not to exceed 12 hours in any one day. The work week shall be Monday through Friday.

(c) All "K" job category longshoremen are guaranteed four (4) hours when ordered to work. All clerks and checkers are guaranteed eight (8) hours when ordered to work.

(d) It is mutually agreed that every effort will be made not to dispatch and employ GAI qualified employees on Saturdays, Sundays and holidays until all CFS personnel are employed.

(e) "K" category personnel may be relocated between Portsmouth Marine Terminal and Norfolk International Terminals only on a prior day order.

(f) All CFS employees shall perform general housekeeping assignments in their working area.

(g) It is mutually agreed that sampling of cargo at CFS operations is within the scope of work of this agreement.

(h) It is mutually agreed that all cargo for containerization falls within the scope of this agreement. Carrier cargo and non-carrier cargo will be physically separated.

When consolidated truckloads or rail cargo are received on terminal, that cargo which would be containerized shall be discharged by Container Freight Station employees. In every instance where the truck or rail cargo is breakbulk, that cargo shall be handled exclusively by the Freight Handlers and Terminal checkers. This has been the practice since the first day the Container Freight Station opened for business.

(i) When a "K" job category employee requests time off, then the employer shall make the sole determination if a replacement is required.

(j) All extra employees must be employed through a prior day order.

(k) It is understood that "K" job category employees may receive GAI fill-in assignments only when all members of a GAI hiring center have been assigned and additional employees are required.

(l) "K" job category employees may be terminated by the employer upon two (2) weeks notice due to lesser job opportunities except no notice is required when discharging an employee with cause.

(m) When extra employees or fill-ins are employed at CFS operations, then pay and guarantees under this agreement shall prevail or per our local Longshoremen and Checkers' Agreement dated November 18, 1986-September 30, 1989.

(n) PAY GUARANTEES

In every instance where the work period begins at 7:00 a.m. and breaks at 11:00 a.m. for meal hour and work resumes at 12:00 noon and work continues through the 6:00 p.m. to 7:00 p.m. meal hour and upon re-employment at 7:00 p.m., *employees shall receive a minimum of two (2) additional hours of pay.

In order for CFS personnel to receive pay for a holiday, an employee must work the day prior and the day after that holiday and if requested to work, the employee is entitled for pay for work performed. If an employee refuses to work, pay shall not be credited for that day. Employees will be ordered work on holidays as needed, based on a rotating system.

When loading or discharging a container at the end of a period and work remains, the same CFS employees shall be employed in the following period to complete that container.

SECTION 44

Eligibility Requirements for Supplemental Cash Payments

All employees hired prior to November 18, 1986, will qualify for the supplemental cash payment under the rules of the existing HRSA-ILA Container Royalty Fund Agreement. New employees hired on or after November 18, 1986, must qualify for the supplemental cash payment by working 700 hours or more in five (5) of the next six (6) years and working 700 hours or more in the qualifying year. Eligible employees must have performed work in all of the six years.

Any employee, eligible to receive container royalty supplemental cash payments, retiring during the term of the agreement shall be eligible to receive the applicable supplemental cash payment for each of three additional years following the last supplemental cash payment they would have otherwise received.

SECTION 45

Collection and Enforcement of Payments for Fringe Benefit Fund Contributions

The trustees of the various Fringe Benefit Funds created by this Agreement including but not limited to the HRSA-ILA Pension Plan, the HRSA-ILA Welfare Fund, the HRSA-ILA Container Royalty Fund, the HRSA-ILA Fringe Benefit Escrow Fund, the HRSA-ILA David D. Alston Scholarship Fund, the HRSA-ILA Guaranteed Annual Income Fund, and the HRSA-ILA Vacation & Holiday Fund or the administrator of such fund or funds, when directed by the Board of Trustees, shall have the power to demand, collect and receive employer payments and all other monies to which such funds may be entitled. The trustees may, in their sole discretion, take such steps including the institution and prosecution of or the intervention in such legal, arbitration and other proceedings as the trustees in their sole discretion deem to be in the best interest of the fund involved, for the purpose of collecting any delinquent payments.

The Trustees or their duly appointed representative may examine the pertinent employment and payroll records of each employer at the employer's place of business whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the funds involved. Trustees or their duly appointed representatives may examine all payroll records in order to verify man-hour reports filed with the funds including but not limited to such records as copies of I.R.S. W-2 forms, I.R.S. Form 941's, payroll journals, bank statements and cancelled checks.

Should any employer refuse to make the above mentioned records available for examination and should the Trustees be required to take legal action to compel such examination, all costs of collection, including auditing fees, court costs, and attorneys fees incurred by the Trustees and arising out of the collection of any delinquent contributions may be imposed by the Trustees of the fund involved against any employer found to be in default.

Witness the following signature:

**FOR EMPLOYER MEMBERS OF
HAMPTON ROADS SHIPPING ASSOCIATION**

Johnnie J. Johnson, Chairman, Employers' Negotiating Committee, Hampton Roads Shipping Association.

**FOR INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION**

Edward L. Brown, Sr., International Vice-President, International Longshoremen's Association.

FOR EMPLOYEES

Gary Fitzgerald, President, ILA Local 862, Newport News, VA.

Charles R. Capps, President, ILA Local 1624, Norfolk, VA.

INDEX
Hampton Roads Timekeepers and
Interchange Writers' Agreement

	Section	Page
Additional Pay where Employees are Reordered.....	13.....	99
Arbitration Clause.....	18.....	100
Basic Wage Guarantee.....	5.....	94
Basic Work Week.....	4.....	94
Check-Off of Union Dues.....	30.....	103
Collection and Enforcement of Payments for		
Fringe Benefits Fund Contributions.....	37.....	106
Contract Board.....	19.....	100
Contract Changes.....	24.....	102
Duties of Timekeepers.....	3.....	94
Effective Dates of Agreement Wage Increases.....	8.....	96
Guaranteed Annual Income.....	5A.....	95
Holidays.....	9.....	97
Interchange Writers, Dispatchers and		
Container Locators.....	31.....	103
No Discrimination.....	21.....	101
Number of Timekeepers Required.....	23.....	101
Orders for Employees.....	15.....	99
Overtime and Meal Hour Rates.....	6.....	95
Pay for Night Shifts Only.....	11.....	98
Pay for Saturdays, Sundays and Holidays.....	10.....	97
Payroll Week.....	22.....	101
Pension Benefits.....	27.....	102
Preamble.....		93
Prohibited Activities, Leaving Pier Without		
Permission, Water Coolers, Toilet Facilities,		
Showers and Lockers, Incompetence,		
Personnel Authorized to Be at the Job Site.....	20.....	101

	Section	Page
Prohibition of Lockouts, Strikes or Work Stoppages.....	17.....	100
Retraining of Employees.....	33.....	105
Scope of Agreement.....	29.....	102
Scope of Work of ILA Timekeepers.....	1.....	93
Seniority.....	32.....	105
Starting or Completing Work.....	16.....	99
Supplemental Cash Payments.....	36.....	106
Terminal Agreement.....	5.....	105
Termination or Lay-Off of Regular Employees.....	34.....	105
Time Calculation for Benefits.....	28.....	102
Travel Expenses.....	12.....	99
Unavailability of ILA Employees.....	2.....	94
Vacation and Holiday Benefits.....	25.....	102
Weekend and Holiday Meal Hour Rates.....	7.....	95
Welfare Benefits.....	26.....	102
Work Rules Governing Reemployed Night Workers.....	14.....	99

**MEMORANDUM OF AGREEMENT
TIMEKEEPERS' AND INTERCHANGE WRITERS' AGREEMENT
*Effective 12/1/90 - 9/30/94**

PREAMBLE

This agreement, made and entered into by and between the Hampton Roads Shipping Association, as party of the first part, and the International Longshoremen's Association, AFL-CIO and its affiliated Locals Nos. 862 and 1624 as party of the second part, is meant to cover all work pertaining to the normal duties of timekeeper work for the party of the first part as directed by them in the Port of Hampton Roads.

**SECTION 1
Scope of Work of ILA Timekeepers**

The ILA shall have, insofar as it is compatible with the laws of the United States of America and the state of Virginia, *all work pertaining to the normal duties of timekeeper work as directed by the employers.

*It is understood and agreed that the terms and conditions of this contract do not apply to Rogers Terminal and Elizabeth River Terminals except that ILA extra timekeepers will be used at Elizabeth River Terminals when loading or discharging cargoes when general cargo gangs or container cargo gangs are used.

To the extent legally possible, the employer members of the Association agree they will not directly perform work or contract out such work which traditionally and regularly has been and currently is performed by employees covered by this agreement or employees covered by ILA craft agreements unless such work is performed by employees covered by ILA agreements.

SECTION 2

Unavailability of ILA Employees

When the ILA cannot furnish a sufficient number of men to perform required work as provided for in this agreement, in a satisfactory manner, then the employer may employ such men as are available.

SECTION 3

Duties of Timekeepers

*The duties of the timekeepers shall be normal timekeeper duties as directed by the employer.

Timekeepers must not check in any fill-ins or replacements without assignment slips except during overtime periods. Timekeepers or persons acting as timekeepers found in violation of this Section shall be subject to disciplinary action as set forth by agreement of the Contract Board.

SECTION 4

Basic Work Week

The regular or normal work week to be forty (40) hours, consisting for five regular or normal work days, Monday through Friday, inclusive, between 8:00 a.m. and 12:00 noon and between 1:00 p.m. and 5:00 p.m.

SECTION 5

Basic Wage Guarantee

(a) Timekeepers shall receive a minimum guarantee of forty (40) hours pay per week. If employees are ordered back at 7:00 p.m. *they shall receive a minimum of two (2) hours pay at the overtime rate.

(b) When extra timekeepers are ordered, they shall receive a minimum guarantee of eight (8) hours.

(c) Should a timekeeper not be available for work because of illness or vacation, such time shall be excluded from the weekly 40-hour guarantee. The six (6) restricted holidays shall be included in the 40-hour weekly guarantee.

SECTION 5A
Procedures Governing the HRSA-ILA
Guaranteed Annual Income

*Identical to Section 39, Clerks' and Checkers' and Weighers' Agreement.

SECTION 6
Overtime and Meal Hour Rates

(a) All other time worked shall be considered overtime, including noon meal hours, Monday through Friday, holidays excluded, and shall be paid for at the rate of time and one-half.

(b) All other meal hours worked shall be paid for at the rate of double straight time.

(c) When gangs are continued through the meal hour a timekeeper shall be employed, it being understood that pay will revert to the regular straight time or overtime rate.

SECTION 7
Weekend and Holiday Meal Hour Rates

Meal hours worked on Saturdays, Sundays and Holidays shall be paid for at the rate of double straight time.

SECTION 8
***Effective Dates of Agreement Wage Increases**

This agreement shall be effective from December 1, 1990, and remain in full force and effect up to and including September 30, 1994, wages being as follows:

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.

Noncontainerization wages are to be determined by local negotiations.

SECTION 9

Holidays

Identical to Section 10, Clerk, Checkers and Weighers Agreement.

(e) plus:

(F) *When in the absence of a 40-hour guarantee employee, a fill-in shall have a 32-hour guarantee during a week containing a holiday. After the second week of his employment, the fill-in shall have a 40-hour guarantee for holiday pay purposes. This clause is preempted when the regular employee returns to work.

SECTION 10

Pay for Saturdays, Sundays and Holidays

***(A)** From 12/1/90 to 9/30/91, regular employees ordered for work on Saturdays, Sundays and holidays shall receive \$114.00 for the period 8:00 a.m. to 12 Noon, or any part thereof, or \$114.00 for the period 1:00 p.m. to 5:00 p.m. or any part thereof or if employed between 8:00 a.m. and 12:00 Noon, or between 1:00 p.m. and 5:00 p.m., and ordered back for a subsequent period they shall receive a minimum of four (4) hours, except upon finishing when they shall receive a minimum of two (2) hours pay at the prevailing rate.

If worked during the noon meal hour, following the morning period, employees will receive an additional hour's pay at double the straight time rate, or \$38.00 and if worked from 5:00 p.m. to 6:00 p.m. following the afternoon period, employees will receive an hour's pay at the overtime rate, or \$28.50. Any employees having worked during either the morning or afternoon period, or both, and ordered back at 7:00 p.m. shall receive a minimum of two (2) hours overtime pay, or \$57.00

(B) In cases where employees have worked the night previous and work continuously into morning of Saturday, Sunday or Holiday, they shall receive pay for each additional period worked at the prescribed rate for the period in question.

(C) When gangs finish work within the guarantee period, men covered by this Addendum may be utilized by the employer to continue work in their category during the remainder of the guarantee period.

SECTION 11
Pay for Night Shifts Only
With Work Commencing at or after 7:00 p.m.

From 12/1/90 to 9/30/91 when men are employed night shifts only with work commencing at or after 7:00 p.m. shall receive a minimum of \$114.00 for any work performed between 7:00 p.m. and 11:00 p.m. The hour between 11:00 p.m. and 12:00 midnight, if worked, to be paid for additionally at the overtime rate.

When re-employed at 1:00 a.m. they shall receive a minimum of four (4) hours pay for work performed between 1:00 a.m. and 5:00 a.m. Rate of pay from 7:00 p.m. to midnight and from 1:00 a.m. to 5:00 a.m. to be paid at the overtime rate of \$28.50 per hour or \$256.50, except upon finish of work when employees will receive a minimum of two hours only at \$28.50 per hour.

It is understood that when a checker is employed as an extra timekeeper, they shall be paid in accordance with the Clerks', Checkers' and Weighers' Agreements.

SECTION 12

Travel Expenses

When timekeepers are required to use their personal car on company business to perform timekeeper's work *they shall be reimbursed at the rate of \$.25 per mile for use of their car. Mileage to be justified. Mileage to and from home excluded. Reimbursement for travel to and from Newport News shall be calculated at \$.40 round trip.

SECTION 13

Additional Pay Where Employees Reordered for 7:00 P.M.

In every instance where employees have worked in the day knocked off at 5:00 p.m. and reordered for 7:00 p.m., they shall be paid for the hour between 5:00 p.m. and 6:00 p.m.

SECTION 14

Work Rules Governing Re-employed Night Workers

It is understood that when employees work the entire night and return to work at 8:00 a.m., Monday through Friday, pay shall revert to applicable straight time rate.

SECTION 15

Orders for Employees

Identical to Section 18, Clerk, Checkers and Weighers Agreement.

SECTION 16

Starting or Completing Work

When it is necessary to perform duties before or after the working period of a ship, including checking of employees prior to start of work and obtaining necessary signatures on completion, timekeepers shall receive for any part of an hour worked a full hour's pay.

*It is understood when a timekeeper is required to check in gangs on a vessel for an 8:00 a.m. start, the timekeeper's time shall commence at 7:00 a.m. when they check in one (1) or more cargo gangs.

For any additional work required by the Employer, the employees shall be paid for the time worked only, at the prevailing rate, it being understood that the employees will be given one hour's pay for any part of an hour worked.

SECTION 17
Prohibition of Lockouts,
Strikes or Work Stoppages

Identical to section 23, Clerks, Checkers and Weighers Agreement.

SECTION 18
Arbitration Clause

Identical to Section 24, Clerks, Checkers and Weighers Agreement.

SECTION 19
Contract Board

Identical to Section 25, Clerks, Checkers and Weighers Agreement.

SECTION 20
**Prohibited Activities, Leaving Pier Without
Permission, Water Coolers, Toilet Facilities,
Showers and Lockers, Incompetence,
Personnel Authorized to Be At the Job Site**

Identical to Section 26, Clerks, Checkers and Weighers Agreement.

SECTION 21
No Discrimination

(A) Identical to Section 27, Clerks, Checkers and Weighers Agreement.

(B) Rain gear will be replaced when loss or damage is directly attributed to employment conditions.

SECTION 22
Payroll Week

Identical to Section 28, Clerks, Checkers and Weighers Agreement.

SECTION 23
Number of Timekeepers Required

*A timekeeper will not work more than eight (8) general cargo gangs. Said eight (8) gangs shall not be limited to one ship, but shall be limited to one terminal. It is understood timekeepers will continue to work additional gangs of lesser size as in the past. A timekeeper shall be employed per vessel until all timekeepers are utilized. However, a timekeeper will work all gangs on any one ship.

SECTION 24
Contract Changes

Identical to Section 30, Clerks, Checkers and Weighers Agreement.

SECTION 25
Vacation and Holiday Benefits

Identical to Section 31, Clerks, Checkers and Weighers Agreement, plus:

It is understood that employer contributions into the Vacation Fund shall not exceed the applicable rate for 1300 hours of work for each employee in this contract year.

SECTION 26
Welfare Benefits

Identical to Section 32, Clerks, Checkers and Weighers Agreement.

SECTION 27
Pension Benefits

Identical to Section 33, Clerks, Checkers and Weighers Agreement.

SECTION 28
Time Calculation for Benefits
Under Vacation, Welfare and Pension Plans

Identical to Section 35, Clerks, Checkers and Weighers Agreement.

SECTION 29
Scope of Agreement

Identical to Section 36, Clerks, Checkers and Weighers Agreement.

SECTION 30
Check-Off of Union Dues

Identical to Section 38, Clerks, Checkers and Weighers Agreement.

SECTION 31
**Interchange Writers, Dispatchers and
Container Locators**

(1a)* The interchange of all containers, shall be written by ILA checkers who shall be given a forty (40) hour guarantee as set forth hereafter. Interchange checkers may be hired as required by signatory employers, including steamship agents, stevedores and/or terminal operators. When employees do not report to work because of vacation or sickness, such time shall be excluded from the weekly 40-hour guarantee.

(1b)* The interchange checkers will be solely responsible for the receipt and/or delivery of equipment and will have no responsibility for providing technical safety inspection reports. A form containing specific information for interchange and technical safety inspection of the container will be provided and the form will also provide a space for each the interchange checker and mechanic to sign for their respective functions.

(2) Adequate shelter shall be provided for the employees on interchange points. Heat shall be provided in the shelter during the winter months and airconditioning during the summer months. Rain gear will be replaced when loss is directly attributed to employment conditions.*

(3) *Transportation shall be provided interchange checkers when needed within the terminal.

(4)*Interchange checkers minimum guarantee shall consist of forty (40) hours per week consisting of five (5) regular or normal work days, Monday through Friday, inclusive, between 8:00 a.m. and 12:00 noon and between 1:00 p.m. and 5:00 p.m. When required to work on a non-restricted holiday, employees shall receive eight (8) hours at time and a half for that day. The six (6) restricted holidays shall be included in the forty-hour weekly guarantee.

(5) At each interchange complex one employee shall be designated head writer and shall receive clerk's wage rate.

(6)* When dispatching empty containers, from a waterfront facility said dispatching shall be performed by an ILA checker.

(7) When locating containers on a waterfront facility, such work is to be done by an ILA checker.

7(a)* The locating of containers on terminal having been done historically by ILA checkers, it is mutually understood by both parties that such work is under the jurisdiction of Locals 862 and 1624.

7(b)* It is agreed that upon the terminal introduction of mobile or portable computers to input locations, such computers shall be operated by members of Locals 862 and 1624.

7(c)* Location checkers shall be employed at terminal sites and receive a 40-hour guarantee.

7(d)* They shall receive containers, coming onto the terminals and record their locations, and receive and record containers being moved within the terminals.

7(e)* Location checkers become a part of any operation described above and shall remain with the said operation until complete.

SECTION 32
Seniority

Identical to Section 41, Clerks, Checkers and Weighers Agreement.

SECTION 33
Retraining Employees

Identical to Section 42, Clerks, Checkers and Weighers Agreement.

SECTION 34
Termination or Lay-Off of Regular Employees

Identical to Section 26A, Clerks, checkers and Weighers Agreement.

SECTION 35
Terminal Agreement

1. When only crane operators are employed on Saturday and Sunday, timekeepers shall receive one (1) period for above operators. Night orders for crane operators only. Timekeepers shall receive 6:00 p.m. to 7:00 p.m. for 5:00 p.m. and 6:00 p.m. starts and 7:00 p.m. to 9:00 p.m. for 7:00 p.m. starts if worked period before.

The locating of containers on terminal having been done historically by ILA checkers, it is mutually understood by both parties that such work is under the jurisdiction of Locals 862 and 1624. It is agreed that upon the terminal introduction of mobile or portable computers to input locations, such computers shall be operated by members of Locals 862 and 1624.

Location checkers shall be employed at terminal sites and receive a 40-hour guarantee.

*They shall receive containers coming onto the terminals and record their locations and receive and record containers being moved within the terminals.

*Location checkers become a part of any operation described above and shall remain with the said operation until complete.

New operations will be discussed and mutually agreed upon.

SECTION 36
Eligibility Requirements for Supplemental Cash Payments

Identical to Section 44, Clerks, Checkers and Weighers Agreement.

SECTION 37
Collection and Enforcement of Payments
for Fringe Benefit Fund Contributions

Identical to Section 45, Clerks, Checkers and Weighers Agreement.

Witness the following signature:

**FOR EMPLOYER MEMBERS OF
HAMPTON ROADS SHIPPING ASSOCIATION:**

Johnnie J. Johnson, Chairman, Employers' Negotiating Committee, Hampton Roads Shipping Association.

**FOR INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION**

Edward L. Brown, Sr., International Vice-President, International Longshoremen's Association.

FOR EMPLOYEES

Gary Fitzgerald, President, ILA Local 862, Newport News, VA.

Charles R. Capps, President, ILA Local 1624, Norfolk, VA.