

**HAMPTON ROADS
Clerks', Checkers' and
Weighers' Agreement**

**Timekeepers and Interchange
Writers' Agreement**

October 03, 1996 - September 30, 2001

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

PROPOSAL BY

CARRIERS CONTAINER COUNCIL, INC.
NEW YORK SHIPPING ASSOCIATION, INC.
BOSTON SHIPPING ASSOCIATION, INC.
HAMPTON ROADS SHIPPING ASSOCIATION
NEW ORLEANS STEAMSHIP ASSOCIATION
PHILADELPHIA MARINE TRADE ASSOCIATION
SOUTH ATLANTIC EMPLOYERS NEGOTIATING COMMITTEE
SOUTHEAST FLORIDA PORT EMPLOYERS ASSOCIATION
STEAMSHIP TRADE ASSOCIATION OF BALTIMORE
WEST GULF MARITIME ASSOCIATION
(MANAGEMENT ASSOCIATIONS)

CEPES TERMINALS
COOPER/T. SMITH STEVEDORING
FAIRWAY TERMINAL CORP.
INTERNATIONAL TERMINAL OPERATING CO.
MAHER TERMINALS
STEVEDORING SERVICES OF AMERICA
STEVENS SHIPPING & TERMINAL COMPANY
UNIVERSAL MARITIME SERVICE CORP.
(MANAGEMENT STEVEDORES)

(HEREIN COLLECTIVELY "MANAGEMENT")

TO

THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO, ITS DISTRICTS AND LOCALS

ON THE

MASTER CONTRACT ISSUES

New York, New York

August 29, 1996 - 1:45 p.m.

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Management herewith submits the following proposal for a new Master Agreement dated August 29, 1996. This proposal has been modified as a result of our previous meetings and our meetings conducted on August 13th, 14th, 15th, as well as August 27th, and 28th.

SECTION 1

Scope of Agreement

The multi-employer Management group consists of the Carriers Container Council, Inc., and other multi-employer associations named herein. All named stevedores and terminal operators who are signatories to this Agreement, all entities in such categories who hereafter subscribe to this Agreement, as well as all ocean carriers who are members of the Carriers Container Council, Inc., or who may hereafter become members or subscribe to this Agreement, and the members of the other signatory associations as well as those carriers and other employers bound hereto by operation of law. Management recognizes the ILA as the exclusive bargaining representative of longshoremen, clerks, checkers and maintenance men who are employed on ships and terminals in all ports on the East and Gulf Coast of the United States, inclusive from Maine to Texas, and the ILA recognizes Management as the exclusive employer representative in such ports or districts.

This Master Agreement on Containerization and Ro-Ro (together with the attached Appendices) is a full and complete agreement on all issues relating to the employment of longshore employees on container and ro-ro vessels and terminals in all ports from Maine to Texas at which ships of the CCC carriers and subscribers may call as well as all others described above. This agreement as supplemented by local bargaining constitutes a complete and operative labor agreement.

The local associations who are a part of the Agreement will engage in local negotiation on those Master Contract items left open to local negotiations by the parties. Such agreements must be consistent with and will supplement the terms and conditions of the Master Agreement in the respective local ports.

SECTION 2

Wages

(A) During the term of the Agreement, there will be wage increases for all employees employed in containerization and ro-ro who on the effective date of the Agreement were being paid \$21.00 an hour.

October 1, 1996 - \$2.00 and hour
October 1, 1997 - 0
October 1, 1998 - \$1.00 an hour
October 1, 1999 - 0
October 1, 2000 - 41.00 and hour

(B) New employees who enter the industry on or after October 1, 1996 (never having attained benefit eligibility under the terms of the present Master Agreement) shall receive \$13.00 an hour, plus an increase of \$1.00 per hour in each of the third and fifth years of the agreement.

(C) Employees who entered the industry and were employed under this Agreement for the first time on or after January 1, 1990, shall be entitled to continue to receive their basic rate of pay as of the effective date of this Agreement plus the increases described in Section A above.

(D) Any employees being hired for the first time shall be required to pass a mandatory physical examination and a drug test as established by Management and the ILA after they are offered employment and before they engage in any services.

(E) Such new employees shall also be required to pass ability and proficiency test approve by Management and the ILA and shall also be required to be re-certified each two years in the case of equipment operators, clerical and maintenance employees.

(F) Present employees who operate (or are trainable to operate) wheeled equipment, cranes, perform maintenance work or otherwise handle wheeled equipment, cranes, perform maintenance work or otherwise handle any cargo or moving equipment as well as clericals shall receive such training as may be required from time-to-time by Management and shall be subject to such recertification requirements which may be established by Management and the ILA included a physical examination designed by Management and the ILA to demonstrate the employee's ability to preform the essential functions of their job.

SECTION 3

Contributions to Welfare, Pension and Other Fringe Benefit Plans

(A) Effective October 1, 1996, the amount of welfare and pension contribution for each of the five (5) years of the Agreement shall be as follows:

1. Effective October 1, 1996, the amount of welfare and pension contributions for the first three (3) years of the Agreement shall continue at the current rate now paid in each port or district, unless reduced by mutual consent.

2. Effective October 1, 1999, such rate shall be increased by 45¢ per hour, and effective October 1, 2000, such rate shall be increased by an additional 50¢ per hour for a total increase of 95¢ per hour.

These increases shall only be due if the parties have established a uniform health care plan by October 1, 1999 as provided in Section 20 hereof.

(B) 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, except that beginning October 1, 1999, \$4.00 per hour worked in each port or district shall be allocated to the Managed Health Care Plan or Plans.

(C) No other man-hour contributions shall be increased by any port or district other than the above except for (i) vacation or holiday contributions and (ii) the one dollar per hour benefit increase of October 1, 1993 (subject to paragraphs 14 and 20 hereof). No tonnage assessment (not in effect on the effective date of this Agreement) shall be imposed on Containerization or Ro-Ro operations by any parties to the Agreement during the life of this Agreement.

SECTION 4

Flex-Time

(A) FLEX-TIME ON TERMINALS

1. Each port or district must institute a flex-time system at waterfront terminals on a local basis for the receiving and delivery of containers and chassis and all work associated with these functions, with the details of flex-time to be worked out on the local basis but with the following basic principals:

2. For all hours worked before 8:00 a.m. and after 5:00 p.m., the wage rate shall be 1 and 1/4 times the basic straight time hourly rate; except Saturdays, Sundays and holidays when the wage rate or 1 and 1/2 times the basic straight time hourly rate shall apply.

3. The minimum hourly guarantees shall begin at the time the employee begins work.

4. After eight (8) hours worked in any day, the overtime rate of 1 and 1/2 time the basic straight time hourly rate shall apply.

5. Starting times and meal hours are local issues.

(B) SHIP OPERATIONS

1. Any port or district may implement a ship or barge operation flex-time system which shall provide for flexible starting times and shift operations.

2. The minimum hourly guarantees shall begin at the time the employee begins work.

3. Starting times and meal hours are local issues.

**SECTION 5
Term of Agreement**

Term of Agreement shall be five years. The effective date of this Agreement shall be October 1, 1996.

- 1st year commencing on October 1, 1996 to September 30, 1997.
- 2nd year commencing on October 1, 1997 to September 30, 1998.
- 3rd year commencing on October 1, 1998 to September 30, 1999.
- 4th year commencing on October 1, 1999 to September 30, 2000.
- 5th year commencing on October 1, 2000 to September 30, 2001.

SECTION 6 Gang Size

(A) A two (2) employee reduction in the total operations of the longshore gang for container and Ro-Ro ships shall take place on the effective date of this Agreement. An additional one (1) employee reductions shall take place effective October 1, 1998. The reductions shall be made from other than drivers and/or crane operators.

(B) As per current Agreement, one (1) checker shall be assigned to the longshore gang.

(C) Their shall also be the same reduction in the minimum gang size for a feeder barge gang under the Feeder Barge Agreement, which agreement shall be limited to barges with a capacity of up to 350 containers.

(D) Their shall be the same reduction in gang size under the Small Boat Agreement, which agreement shall be limited to ships with a capacity of up to 500 TEU's.

SECTION 7 Utilization of Work Force

Except for gang size, the provisions of local agreements relating to manning, staffing and the number and use of employees in all crafts shall be the subject of local bargaining for the purpose of improving port productivity.

SECTION 8 Rules on Containers

The Rules on Containers shall continue in effect as set forth in the Appendix.

SECTION 9 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.

SECTION 10 Drug and Alcohol Abuse

The drug and alcohol programs now in effect in each port and district shall be continued for the term of the new agreement. In those circumstances where an employee has been terminated from the industry in accordance with any such plan during the life of the current contract and has remained drug-free for one (1) year, such individual will be eligible for a third and final chance for reinstatement in the industry subject to the following terms and conditions which must be determined locally:

(1) The former employee must provide proof of successful completion of a rehabilitation program resulting in the individual being drug-free for the last twelve (12) months prior to application for reinstatement.

(2) Reasonable criteria in each port or district shall be established under which the individual shall prove their drug-free status, including periodic testing.

(3) Applications for reinstatement after the second offense must be made within sixty (60) days from the date of termination.

(4) Once reinstated, the individual will be subject to random testing and any further violation shall ban the employee for life.

The programs now in effect should include the following provisions:

(1) Any test shall allow for the splitting of the sample. In a positive test the employee would have the right to request a retest done at another approved laboratory.

(2) The cost of performing drug and alcohol test will be paid by the employer or the employer association.

(3) It is further agreed that each plan may have mandatory random testing of all crafts. the terms and conditions of such random testing will be determined by the local parties.

SECTION 11-12

ILA Jurisdiction Over Work Covered By The Master Agreement

Containerization Agreement

(A) 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 set forth in the Appendix.

Clerical Work

(B) 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.

New Technology

(C) 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.

Management shall discuss the impact of the new technology on the workforce with ILA representatives. On failure to reach agreement, the new technology shall not be placed in effect but held in abeyance for a maximum period of 60 days after either side has filed a grievance, A grievance may only be filed as to the impact of new technology on the workforce including any workers who may be displaced. Any such grievance shall be filed immediately with an arbitrator with such arbitrator to be selected pursuant to the procedures set forth in section 15 of this agreement. The following time limits shall be applicable:

- Filing of the grievance and discussion thereafter for a maximum of 20 days.
- On failure to agree, and expedited arbitration will be held and a determination to be issued by the arbitrator on or before 60th day, after the filing of the grievance.

- If for any reason the arbitrator fails to issue his decision within such 60 day period then the new technology may be placed in effect by Management subject to later issuance of the arbitrator's decision which shall only have prospective effect.

Supervision and Management

(D) The ILA work described in the jurisdiction provisions of the Master Contract is to be performed by ILA workers on the waterfront facility and not by supervision or other non-bargaining unit employees.

Other Persons

(E) Except where other unions do not have jurisdiction, the work of plugging and unplugging reefer containers aboard a vessel is not to be performed by other outside persons such as ship's crew, provided that agreements can be reached regarding minimal manning and agreed hours of ILA labor.

Port Authorities

(F) The parties agree to the creation of a joint committee for the purpose of meeting with representatives of Port Authorities on issues of jurisdiction. The issues involved therein are covered by a letter from Management's Chairman to the ILA President of this date.

Marine Terminal Work

(G) It is recognized that the marine terminal work of the ILA crafts has traditionally been performed on pier and waterfront facilities. When such marine terminal work is moved off the marine terminal by the terminal operator or by a signatory carrier to facilities in the port area, the ILA shall retain its work jurisdiction, where the work is the work that would have been performed in the marine terminal or port area.

Work Opportunities

(H) The parties agree that any chance of reacquiring the work of stuffing and stripping containers requires a dedicated work force of trained, productive workers hired at compensation commensurate with the local competition with out any restrictive rules. The parties should examine into this subject and all of its conditions.

Space Charters

(I) The ILA has the same jurisdiction over a signatory space chartered vessel as it has over any vessel operated by a CCC member or signatory. These vessel and container owned or leased by them shall be subject to ILA jurisdiction in each and every port where their vessels may call from Maine to Texas not only on signatory ships but also on non-signatory ships on which their containers may be carried. Containers of non-signatory carriers carried on signatory ships also shall be subject to ILA jurisdiction.

SECTION 13 Maintenance Work Covered By The Agreement

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.

Major damaged containers must be repaired in the port where the major damage is discovered provided, however, that where a carrier needs to reposition empties or where it is otherwise necessary to its operations, a carrier shall notify the ILA maintenance local of the repositioning and the container numbers of the major damage containers.

Thereafter, it shall also report the time, place and nature of the repairs performed by ILA labor in an ILA port on such damaged containers. Such notification shall be subject to the audit procedure.

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

1. An ILA/Carrier Master Contract Committee has established amended criteria attached as part of the Appendix for a container with major damage in accordance with uniform criteria which relate to safety, structural soundness, roadability and seaworthiness of the various types of containers. These criteria shall 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 Master Agreement. If it is determined under such grievance procedure that the container in question should have been repaired, the carrier shall pay liquidated damages of \$1,000 per container (\$2,000 per container for willful violations), as ruled in such determination.

Fact finding and audit under the grievance procedure shall be provided by an independent auditor selected by the parties who shall have the right to audit all applicable documentation of a carrier to determine compliance with this agreement. Such audit shall be available to the grievance procedure and may be used to establish compliance or the lack thereof.

SECTION 14 Container Royalty Fund

Container Royalty Continued

(A) All three (3) dollars per ton container royalties paid pursuant to the terms of this Agreement shall continue to be paid to the various local port and district container royalty funds for the first (3) years of this Agreement. Effective on October 1, 1999, the second Container Royalty dollar shall be paid to the managed Health Care Trust Fund created by paragraph 20 hereof to be used exclusively for the purpose of funding the uniform managed health care program therein described.

Maximum Payments

(B) The maximum Container Royalty contribution which shall be made by the carriers in each contract year during the first three (3) years shall not exceed 50 million tons per contract year. In the fourth year of the Agreement, effective October 1, 1999 and thereafter, the maximum cap shall not apply to the Second Container Royalty dollar which shall be used for health care purposes to its full extent. As to the first and third Container Royalty dollars, 25% of any sums collected during the contract term which exceed 50 million tons per contract year shall be distributed for supplement cash benefits purposes.

Second Container Royalty Dollar

(C) Effective October 1, 1999 the use of the Second Container Royalty dollar which shall be continued in the South Atlantic and the West Gulf for the first three (3) years of the contract shall be discontinued for such purposes as of October 1, 1999. The 1993 dollar, which is not being used for welfare purposes, as well as other fringe benefit amounts, shall be transferred for use as a substitute for the Second Container Royalty dollar in such port areas. The effect hereof shall be that on and after October 1, 1999, the Second Container Royalty dollar shall be used exclusively for health care purposes in all ports and districts covered by this Agreement. Either the South Atlantic or the West Gulf may determine to continue to use the Second Container Royalty dollar in that fourth and fifth years of this agreement for present purposes.

In the event that either or both such area make such a determination, each must pay the equivalent of said Second Container Royalty amount, in total dollars, out of its hourly assessments to the Trustees of the Manage Health Care Plan. The Trustees in each port or district involved shall remit monthly payments and reports so that by the end o each of the fourth an fifth contract years, the Manage Health Care Plan has received the same amount that it would have received had the second Container Royalty payment been made to such plan. In the event that there is a deficit in any such plan created by unforeseen events, application may be made to the Trustees of Container Royalty Fund #4 to make up any such deficit from funds collected from cargo that had moved in the affected ports or districts. The Trustees of such fund shall act only if their is a need for such funding.

Second Container Royalty Dollar Defined

(D) The total royalty contributions to be made to the fund provided in (A) above shall be \$1.00 per weight ton of containerized cargo (with lesser amounts from cargo describe in the Stein Award as not being fully containerized) plus the hourly contribution which shall be used for the purposes of the managed health care system and \$2.00 per weight ton to be used for supplementary cash payments to employees (all of which is subject to the provisions of the stein Award and to accommodations elsewhere provided herein.)

Limitation on Payments

(E) The benefits provided by the above funds shall be limited to persons and entities who have subscribed to and agree to be bound by this agreement with the joint consent of Management and the ILA. No container benefit shall be paid to and employee during any year which shall exceed a maximum payout of \$15,000 per employee per year. Employees who enter the industry after October 1, 1996, may be entitled to container royalty benefits if they have at least three qualifying years. Such men shall not receive more than \$7,500 in any year in which they receive a benefit, as such benefits are determined to be payable by the local parties. Any excess over the \$15,000 or \$7,500 generated in each year shall be paid as determined by local container fund trustees with appropriate trust amendments as may be required, to employees other than those who have been paid the maximum benefits.

Dispute Resolution

(F) Any dispute arising among any of the Container Trustees of the (i) Carrier-ILA Container Freight Station Trust Fund; (ii) Carrier-ILA Container Royalty Fund; and (iii) Managed Health Care Trust Fund appointed pursuant to any of the Trusts created under this agreement shall be referred to the arbitration procedure created under the terms of said Trust. The said Trustees shall also enforce the collection of any and all assessments provided under this Agreement and all carriers, employers, ILA locals and officials, all port associations or district associations, all local ore district trustees, all beneficiaries and any and all other persons claiming any rights or benefits under any Fund shall be bound by the terms of any directives or awards issued by said Trustees, which shall have the full force and effect of arbitral awards and which shall be enforceable in the same manner.

Benefits Limited to Subscribers

(G) No person or any entity, corporation, partnership, individual or otherwise, unless they or any other 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, shall have any right to any benefit flowing from this section of the Agreement.

If any port which is not a party or subscriber to the Agreement as of the date hereof, later applies to the trustees for inclusion in the Managed health Care Plan, the Trustees shall determine the amount of contribution required by such port as well as the level of benefits to be granted to the employees. The determination of the Trustees as to the inclusion or exclusion of any port shall be final and binding. In the case of the port of Tampa, the benefits may be fixed on the same basis as applies to any other South Atlantic port on the basis of full compensation being made from the South Atlantic portion of Container Royalty #4.

Separation Clause

(H) Should any provision of this Agreement or any Trust Agreement created hereunder be voided or otherwise be held to be unenforceable by any tribunal of any kind, then the parties hereto shall immediately meet for the purpose of substituting provisions designed to accomplish the same purposes. Any disagreement under this provision shall be arbitrable hereunder.

Container Royalty #4 Discontinued

(I) The 75¢ per ton Container Royalty (Container Royalty #4) is eliminated, effective October 1, 1996.

Container Freight Station Continued

(J) The Carrier-ILA Container Freight Station Trust Fund is continued with the same contribution of 30¢ per weight ton as is presently paid. This periodic distribution of the amounts to be paid therefrom, and the purposes thereof, shall be determined solely by the Trustees of this Trust Fund.

Report of Income and Tonnage

(K) Each port or district Container Royalty Fun shall be required to report to the Trustees of the Carrier-ILA Container Royalty Fund on a basis of not less that once each quarter the total income from each port or district's Container Royalty on a tonnage and dollar basis. Such information shall be supplied on uniform forms made available by said Trustees to each port or district fund. The required reports shall be supported by annual certified public accountant reports in the form now issued by such funds' certified public account.

SECTION 15 Grievance Procedure

(A) Local Level

All disputes under the Master Agreement involving Containerization, and Ro-Ro, including interpretations of the said Master Agreement, shall be heard initially by the local Industry Grievance Committee ("LIGC") which shall consist of the following: three (3) Management representatives: (i) a representative of the Carriers Container Council; (ii) a representative of the local Port Associations where the dispute arose and (iii) a local stevedore or terminal operator, and three (3) representatives appointed by the ILA. Requests for interpretations may be brought at any time.

The LIGC shall reach a decision within ten (10) days after either a charge has been filed of an alleged violation, or a request filed seeking an interpretation.

(B) Appellate Level

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 may be referred to the Industry Appellate Committee ("IAC").

(C) Appeals From a Decision of the LIGC

Appeals from the decision of the LIGC must be taken within twenty (20) days after a decision has been reached and the parties notified or within twenty (20) days from the deadline referred to in Paragraph 15(A) for the LIGC to reach a decision.

(D) Appeals From

All appeals must be taken on an appellate form prepared by Management and the ILA.

(E) IAC

The IAC shall be comprised of sixteen (16) representatives of Management and sixteen (16) representatives of the ILA.

(F)

The President of the ILA shall be Co-Chairman of the Union members of the IAC and the Chairman of the CCC shall be the Co-Chairman of the Management members of the IAC.

(G)

Either Co-Chairman may call the IAC into session on short notice by telephone with fax confirmation to the other Co-Chairman and Executive Secretary.

(H)

The Co-"Chairmen may agree between themselves in special cases to call into session and IAC meeting with less than sixteen (16) members on each side provided that not less than six (6) such members on each side including the Co-Chairmen are convened to hear and determine a dispute. The IAC may hear and determine a dispute by telephone or video-telephone conference on the request of either Co-Chairman.

(I)

Decisions by the LIGC 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.

(J)

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

(K)

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

(L) Arbitration

(i) Regular

If the IAC shall be unable to resolve matters referred to it, the Co-Chairmen shall seek to select an arbitrator immediately after the IAC deadlocks. If no such selection is made immediately (on the same day as the deadlock), within a ten (10) day period either party may refer the matter to the arbitrator next in line who is available (in accordance with the selection system).

Within thirty (30) days after this Agreement is effective, the Co-Chairmen shall seek to provide for a panel of at least five (5) and no more than ten (10) named arbitrators, who shall serve as the permanent arbitrators of the IAC during the term of this contract. The Volunteer Labor Dispute Procedures of the American Arbitration Association then in effect shall be utilized in such selection process.

An arbitrator shall be selected by the Executive Secretary pulling the name of the arbitrator by lottery. The first available arbitrator shall here and determine the first dispute. After the first selections and thereafter, the lottery shall only include the names of the remaining arbitrators until all arbitrators have been selected in order of their being drawn. For each selection, arbitrators shall be listed in the order of drawing so that the arbitrator first indicating his availability shall be given the assignment. The co-Chairmen are hereby authorized to oversee such selection and to exercise their discretion in such selection process.

(ii) Expedited

(a) Any party to this agreement may, with respect to any grievance, dispute, complaint or claim arising out of or relating to the agreement at any point waive any and all preliminary steps of the grievance machinery and submit the matter to arbitration (“expedited arbitration”) at any time after a matter has been considered by the Co-Chairmen. Such request shall be made in writing by the President of the ILA or the Chairman of CCC, as the case may be, by their designees. Such writing may be by telegram or a letter hand delivered to the office of the other party. Telephonic or telephonic notice shall be given at the same time to a member of the panel who shall immediately thereafter (and not later than 24 hours after receipt of such notice) convene an arbitration hearing at such place as he shall determine, including the work place where the dispute arose.

(b) In the event any party fails to appear at any arbitration including an expedited arbitration hearing, the party failing to appear shall be deemed to have waived its right to contest its not-participation, and the arbitrator shall proceed forthwith to determine the issue.

(c) In an expedited arbitration the arbitrator shall issue a short form award at the end of the hearing unless the time to render an award is extended by mutual consent. The arbitrator shall have the right to issue a more detailed decision within 30 days after the rendition of such short form award setting forth the reasons for his award. As to all other arbitrations, the arbitrator shall issue his award as expeditiously as possible. If an award is not rendered within 30 days (unless both parties agree to extend such time period) either party shall have the right to terminate the services of that arbitrator and he shall be replaced in accordance with the procedures set forth in the arbitration article. If the arbitrator is disabled and is thereby prevented from rendering a decision within 30 days, or if he fails to render a decision within 30 days, the parties shall refer the record and briefs to the next arbitrator for decision unless either party objects to such procedure, in which event a new and expedited hearing shall be held.

(M)(1) Regular Meetings

The IAC also shall meet regularly at least three times per year to review the implementation of the Master Agreement and the objectives of both parties to develop a dynamic growth-oriented industry that address job opportunities for the work force through competitive and efficient utilization of manpower to meet the needs of the industry. The Co-Chairmen shall fix the date, place, and time of such meetings.

(M)(2) Industry Resource Committee

The Management - ILA Industry Resource Committee consisting of six (6) representatives on each side appointed by each Co-Chairman shall continue in effect for the purpose of considering major industry problems which require consideration for the benefit of Management, the ILA and the employees and which shall serve as a Master Contract planning committee to perform the same functions heretofore performed by the Resource Committee and to consider such agendas as may be brought before them by an agreement of the Co-Chairmen.

(N) Right to Strike

The ILA shall have the right to refuse to render service to any carrier or direct employer who fails or refused to abide by the decisions of the LIGC (if not appealed) or IAC after having been found to have violated any provisions of the Master Contract until said carrier or direct employer comes into full compliance with said decision. The provision of any "no-strike" clause shall not be applicable in any such situation.

SECTION 16
Subscription and Signatories

(a) If any Carriers do not subscribe to this Agreement or if any employers of employees covered by this Agreement do not 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 or who are not members of any of the named associations. 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.

(c) No change in any fringe benefit assessment by any port or district will be made without prior consultation with the Carriers Container Council, Inc. and the ILA.

SECTION 17

Balanced Work Force

The termination of GAI is an issue for local bargaining. Both parties shall encourage the elimination of thy practice by providing for the inducement set forth in paragraph 18 below **“Inducement.”**

SECTION 18

Inducement

Any port which is acrually paying GAI and which discontinues such GAI program shall be paid and inducement of \$1.00 per container ton worked in such port in the year October 1, 1995 to September 30, 1996, which amount shall be paid from the Carrier-ILA Container Royalty Fund (CR#4).

This amount of money shall be used for assistance in discontinuing such program on any terms agreed to locally. The inducement shall only be paid when the local parties have agreed on discontinuance prior to September 30, 1996. Such discontinuance must be fully effective January 1, 1997.

SECTION 19

Hours of work

On or after October 1, 1996, no individual employee shall work more than 16 hours for one (1) or more employers in any one 24 hour period except in emergencies in which case work may continue for no longer than two (2) additional hours.

SECTION 20

Fringe Benefit Programs

A. Managed Health Care Trust Fund

The parties hereto hereby agree to the creation of a Managed Health Care Trust Fund which shall be administered by an equal number of Management and ILA Trustees with five (5) Trustees appointed by CCC, one (1) Trustee appointed by New York, Two (2) Trustees from a group including Boston, Philadelphia, Baltimore, and/or Hampton Roads, one (1) by Southeast Florida, one (1) Trustee by New Orleans and one (1) Trustee by the West Gulf as employer representatives and an equal number of 12 Trustees appointed by the ILA.

B. Funding

The above Managed Health Care Trust Fund shall be initially funded by a \$30 Million contribution by the Trustees of container Royalty #4 and annually thereafter by the \$1.00 per ton Second Container Royalty and the hourly contributions provided in paragraphs 14 and 3(B) above as well as such other funds that may be agreed to from time to time by the parties hereto. Such contributions shall be placed in such fund not later than October 1, 1999 for use by the Trustees in funding the uniform health care system provided for below.

C. Standards of Manage Heath Care

The Trustees shall give to each port or district plan the defined contributions standards for managed health care programs which must be placed in effect by October 1, 1997, by all local industry welfare programs in order to be entitled to receive contributions for the managed health care trust fund provided above.

D. Retirees and pharmaceuticals

The trustees shall immediately establish standards under which all retirees age 65 or over may enroll in a Medical Risk HMO program. A national pharmacy benefit program applicable to all plans covering Master Contract employees and retirees shall be placed in effect as soon as possible. In order to avoid a duplication of benefits, pharmacy benefit programs shall not be provided to active employees ad/or retirees who receive pharmacy benefits under the terms of and HMO or Medicare Risk HMO program.

E. Plan Eligibility

Eligibility for health care benefits, an for any other welfare benefits, under each port or district plan shall require work hours in each year of the first three (3) years of the collective bargaining agreement at a level not less than the current level in each port or district with an option to increase such levels on local basis.

In the fourth and fifth years, the Trustees of the Managed Health Care Trust Fund shall establish a system of eligibility for benefits which would provide at least 1000 hours for full benefits.

F. Tiered benefits and Credits

The Trustees of each port or district health care program may also provide for a tiered system of reduced benefits to employees who have worked at least 700 hours but less that the hours established above for full benefits. Limited credit for compensable injury, illness covered by a local port health care program and/or because of anon-permanent total disability shall be established by the trustees of each port or district plan.

SECTION 21

New Accommodations

Each regional accommodation in effect on November 29, 1995 shall continue in effect if it is a part of the Appendix which is attached to this Master Agreement. Any provision or accommodation contained in any local agreement which as of November 29, 1995 provides benefits more favorable to Management than those provided in the agreement shall continue in effect for the term of this agreement. On and after the effective date of this agreement, any further accommodation relating to containerization and ro-ro shall only be placed in effect if it is agreed to by the Chairman of the Carriers container council, Inc. and the President of the ILA and such action has been ratified by a meeting of the IAC first held immediately following the agreement between those two officers. Such new regional accommodation must meet the following principles:

(A) The accommodation must be one which is absolutely essential to the preservation of the existence of the IA workforce in the Port or District involved.

(B) The accommodation does not impact any of the benefits funds unless the parties at the same time agree to a reduction of benefits. In no event may such regional accommodation prevent the Port or District from making required contributions to the uniform health care program.

(C) Such regional accommodation may be adopted by the port or District immediately adjacent to the Port or District in which the accommodation has been made only upon the approval of the Co-Chairmen and the IAC.

(D) Such accommodations shall be available to employers and carriers in other ports similarly situated only with the approval of the Co-Chairmen and the IAC.

(E) In the event any new accommodation is placed into effect without following the procedure set forth in this document, then and in that event, the guilty party or parties shall be subject to the payment of liquidated damages which shall be determined by the IAC, or on failure to agree by the IAC, by an arbitrator acting pursuant to the terms of the agreement.

(F) Any accommodation given by the ILA to any employer or carrier (whether a new or part of prior agreements) on or after November 29, 1995 may be placed in effect by any employer or carrier similarly situated.

(G) The Co-Chairmen and the IAC shall have full power and jurisdiction to enforce and interpret these provisions.

SECTION 22

No-Strike Clause

(A) During the life of this Agreement, Management agrees their shall be no lockouts or work stoppages by the employers but this shall not be construed to mean a lay-off of employees due to business conditions and the ILA agrees there shall be no strikes or work stoppages by the employees provided, however, that this section shall be subject to the terms of the Agreements on Containerization.

(B) The right of employees not to cross a bonafide picket line is recognized by Management.

SECTION 23

Training

(A) The carrier-ILA Container Freight Station Fund shall continue in effect.

(B) The Carrier-ILA Container Freight Station Fund shall continue to provide funding for training purposes to the extent that any funding remains after payment for the support of the Container Freight Stations.

(C) Training programs in each Port or District shall be operated under guidelines approved by the Trustees of the Carrier-ILA Container Freight Station Fund and shall be funded primarily by funds generated in each Port or District before application is made to the Container Freight Station Fund Trustees.

SECTION 24

Maine to Texas

The ILA's Master Contract jurisdiction continues on a multi-port bargaining unit basis covering all ports from Maine to Texas at which ships of the CCC carriers and subscribers may call.

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 October 3, 1996 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 December 1, 1990 through September 30, 1996 called:

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

WHEREAS, the parties hereto, along with the carriers and direct employer members of the port associations 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 certain welfare and pension benefits, container and LASH, and the duration of the term for the collective agreements, which Master Contract expired on September 30, 1996 and

WHEREAS, the parties hereto have agreed to a new Master Contract with respect to wages, hours, and the amount of contributions for certain welfare and pension benefits, 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 five (5) years, commencing October 1, 1996 through September 30, 2001, 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 employer will jointly administer with the ILA.

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.

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**MEMORANDUM OF AGREEMENT
CLERKS', CHECKERS' AND
WEIGHERS' AGREEMENT
October 3, 1996 - September 30, 2001
PREAMBLE**

This agreement, made and entered into by and between the Hampton Roads Shipping Association, the employers, and the International Longshoremen's Association, AFL-CIO, and its affiliated Locals 862 and 1624 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 Commonwealth 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 permitted by law, 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 Contract.

The Following are the jurisdictional functions to be preformed by Clerks, Checkers, Weighers, Timekeepers and Interchange Writers in the Port of Hampton Roads except when and where these function have been historically and traditionally preformed by other employees.

- Coordinate loading and discharging at direction of the employer.
- Order checker/clerk labor for stevedore employer.
- Prepare sequence sheet and cards.
- Report time for all clerks and checkers under his/her direct supervision.
- Prepare pre-stow plan which has been traditionally and historically preformed.
- Prepare stowage plan, if required by line.
- Prepare truck loading and unloading at the Container Freight Station.
- Record time worked by terminal longshoremen.
- Prepare time sheets.
- Apply placards on hazardous cargo.
- Tally/check cargo.
- Segregate cargo when instructed to do so.
- Prepare checker hatch list.
- Measure physical dimensions of cargo (cubing) when required.
- Process all T.I.R.'s.
- Assist drivers in completing transactions.
- Dispatching all equipment.
- Review documentation presented by truckers.
- Record weight of cargo.
- Record all containers and chassis.
- Check and record seal numbers.
- When vessel handhelds are instituted, clerk will be able to print receipt.
- Timekeeping duties will be done by hand or computer or any other new means developed in the future.
- Maintain preparation of current internal container royalty report.

SECTION 2

Hiring and Laying Off of Gangs and/or Employees and Unavailability of ILA Employees

The employer is under no obligation to hire employees by gangs or through the office of the Union. The stevedore employer or his representative reserves the right to hire from available members of the Union, all employees, including hatch foremen, gangwaymen, winchmen and slingers and to lay off any and all employees whenever such action in his judgment is warranted. The union will be immediately notified when such actions is taken an the employer request a replacement.

When the ILA cannot furnish a sufficient number of qualified employees to perform required work as provided for in this agreement in a satisfactory manner, the employer may hire needed employees at his discretion.

It is understood and agreed that the signatory employer when hiring supervisory personnel will give consideration to the employment of experienced ILA employees from Locals covered by this Agreement for such vacancies as may exist.

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 10/3/96 to 9/30/97 the employees shall receive hourly wages for eight (8) hours work or any fraction thereof as outlined below.

Employment Date

	After 10/1/96		Before 10/1/96		Before 12/1/90		Before 10/1/86	
	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.
Checker	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Delivery Clerk	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25
Timekeeper	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Interchange Writer	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Head Interchange Writer	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25

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 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

A. This Agreement shall be effective October 3, 1996, except as set forth hereinafter, and shall remain in full force and effect up to and including September 30, 2001, wage increases being as follows:

October 1, 1996	\$2.00 an hour.
October 1, 1997	0
October 1, 1998	\$1.00 an hour.
October 1, 1999	0
October 1, 2000	\$1.00 an hour.

B. New employees who enter the industry on or after October 1, 1996 (never having attained benefit eligibility under the terms of the present Master Agreement) shall receive \$13.00 an hour, plus an increase of \$1.00 per hour in each of the third and fifth years of the Agreement.

C. Employees who entered the industry and were employed under this Agreement for the first time on or after January 1, 1990, shall be entitled to continue to receive their basic rate of pay as of the effective date of this Agreement plus the increases described in Section A above.

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, 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 10/3/96 to 9/30/97, employees ordered for work on Saturdays, Sundays and holidays shall receive hourly wages for eight (8) hours work for the period 8:00 a.m. to 12:00 noon, or any part thereof, or 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. 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. 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. 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 overtime pay.

Employment Date

	After 10/1/96		Before 10/1/96		Before 12/1/90		Before 10/1/86	
	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.
Checker	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Delivery Clerk	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25
Timekeeper	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Interchange Writer	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Head Interchange Writer	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25

(b) Wage increase to be as follows:

October 1, 1998 - \$1.00 an hour.
October 1, 2000 - \$1.00 an hour.

(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 10/3/96 to 9/30/01 employees who are employed for night shifts only with work commencing at or after 7:00 p.m. shall receive hourly wages for eight (8) hours work or any fraction thereof for any work performed between 7:00 p.m. and 11:00 p.m. as outlined below:

Employment Date

	After 10/1/96		Before 10/1/96		Before 12/1/90		Before 10/1/86	
	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.
Checker	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Delivery Clerk	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25
Timekeeper	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Interchange Writer	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Head Interchange Writer	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25

The hour between 11:00 p.m. and 12:00 midnight, if worked, to be paid for additionally at the prevailing overtime rate. When reemployed 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. Then the rate of pay from 7:00 p.m. until 12:00 midnight and from 1:00 a.m. to 5:00 a.m. to be at the overtime rate per hour.

Wage increase to be as follows:

- October 1, 1998 - \$1.00 an hour.
- October 1, 2000 - \$1.00 an hour.

SECTION 13

Pay of Delivery Clerks

For the year 10/3/96 to 9/30/01 clerks delivering or receiving or engaged in weighing, checking-weighing, sampling or measuring cargo, etc. are to receive \$20.00 differential per day than the rate specified in the foregoing paragraphs. All other conditions as to hours, etc. to be stated in the preceding articles of this agreement.

Wage increase to be as follows:

October 1, 1998 - \$1.00 an hour.

October 1, 2000 - \$1.00 an hour.

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 \$75.00 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.

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 ILA 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.

Orders shall be faxed to ILA Local 1624's office. The fax numbers will be provided to all employers at the beginning of each contract year.

(c) Shipline Orders And Work Guarantees

Where gangs have commenced work and work is interrupted or stopped at such times as ILA Hall is normally closed, shipline 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 shipline order for a later period.

(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

7:00 a.m.; 12:00 noon; and 6:00 p.m.

NEWPORT NEWS

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 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.

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 1.1 and/or 1.2 explosives or ammunition are being worked at the pier or in the stream and when 1.3 explosives or ammunition that are designated dangerous cargo or of a particular danger 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

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 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

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.

(a) Initial Procedure - Job Site

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.

(b) Arbitration Committee

(1) If a dispute cannot be resolved at the job site within four (4) hours 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.

**(c) 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 and implementation 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 eleven (11) members. The ILA appointees and alternates shall consist of eleven (11) 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.

(a) Rules of Procedure and ByLaws for Contract Board

1. Purpose.

The HRSA-ILA Contract Board is the joint contractual body with respect to administering and interpreting all Local Contract provisions.

2. Membership.

The Contract Board shall have an equal number of ILA officials and HRSA member representatives. HRSA shall have eleven (11) members, plus observers as appointed. The ILA shall have eleven (11) members, plus alternates as appointed by the Hampton Roads District Council. The co-Chairmen of the Board shall be the International Vice President of the ILA, and the President of the HRSA. The co-chairmen may select, at their discretion, respective alternates when regular Contract Board members are absent.

3. Meetings.

The Contract Board shall meet at least bi-monthly unless agreed to otherwise by mutual consent. Except as modified by these Rules, meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.

4. Special Meetings.

Within five (5) days written notice, special Contract Board meetings may be called by mutual consent of the chairmen.

5. Notice of Meetings.

Written notice of meetings will be sent to members and the co-chairmen five (5) writing days prior to the meeting. Notice shall include the agenda of the meeting, minutes approved by the co-chairmen, and decisions of the prior Contract Board. However, this procedure shall not delay implementation of the Contract Board's rulings.

6. Issues.

Any matter in dispute shall be first considered by the employer and by the union for resolution. If the matter cannot be resolved, the dispute must be submitted in writing citing the specific contract provision in issue, signed by an official of the local or by management and sent to the Executive Vice President of the Hampton Roads Shipping Association. All matters to be considered by the Board must be received by the Executive Vice President of HRSA five (5) working days prior to the next Contract Board Meeting.

7. Agenda of Meetings.

The Executive Vice President of HRSA shall send an agenda of issues to be considered prior to the date of the meeting of the Contract Board. An agenda item may be postponed until the next meeting if the interested party is not present or one of the parties requests an extension. He will be notified that the Contract Board will rule on the matter at the next Contract Board meeting whether or not he is present. The Contract Board may delay a decision in its discretion.

8. Minutes.

Minutes of the Contract Board shall be taken by the Executive Vice President of HRSA or a designated replacement. Once transcribed, the minutes shall be submitted to the co-chairmen for review and presented to the Board for approval. Once approved, the Minutes will be provided to the Contract Board members.

9. Quorum.

To constitute a quorum, there must be present at least six (6) HRSA members and at least six (6) ILA members.

10. Persons in attendance.

The only persons who shall be present at a Contract Board meeting shall be Contract Board members, Alternates, observers, persons presenting issues and their union representatives. A grievant shall be represented by a union official, or in the case of management, by a company employee. No other persons may be present, except by special invitation of the co-chairmen. If approved by the co-chairmen, witnesses shall be permitted to attend upon three days advance notice. Persons invited pursuant to this provision, including witnesses, shall enter the meeting only when called by the co-chairmen. The Board may call its own witnesses.

11. Executive Session.

Any board member may request the meeting room be cleared of invitees by asking the chair for an Executive Session. If a witness is called to testify in Executive Session, the grievant, if in attendance, his representative, and the employer may be present. Only voting members will be allowed in Executive Session. When matters that involve a voting member are being heard, that member will be asked to leave the room.

12. Motions.

Motions shall be made and voted on only during Executive Session of the Board. Discussions on such motion shall be limited to the Executive Session, except where otherwise necessary to obtain special information from any invitee.

13. Voting.

Voting by the Board will be done by a "yes" or "no" vote. Votes will be recorded. The majority rules. Those HRSA and ILA members present shall be entitled to cast all eleven (11) votes for the respective side.

14. Contract Board Decisions.

Decisions of the Contract Board shall be final and binding on all parties.

15. Deadlock.

Any and all matters which result in a deadlock vote of the Board shall be referred to arbitration in accordance with the provisions of the applicable Local Contract.

15. Committees.

The Board may appoint committees as necessary.

16. Amendment.

Amendment of these rules shall require an affirmative vote of a majority of HRSA members, and an affirmative vote of a majority of the ILA members and a meeting after advance notification of such amendments shall have been given in writing to all members of the Board.

SECTION 26

Prohibited Activities,

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

1 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.

2 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 October 3, 1996, shall result in immediate and permanent discharge except for the penalties imposed for specific offenses enumerated below:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) Possession of a firearm in vehicle.

The possession of a firearm in a vehicle will result in a 60-day suspension from the industry for the first offense and immediate and permanent discharge from the industry for the second offense.

3 Notwithstanding the above, an employer may impose a lesser penalty in his discretion 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.

4 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 he/she 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 him/her 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.

5 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.

6 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.

7 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.

8 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.

9 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 300 lifts, loading, discharging or any combination thereof. A relief checker shall not be required on barges handling 299 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 will be employed when there are 300 or more container moves on a vessel.

(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.

HRSA-ILA Fund Eligibility from Worker's Compensation

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 pursuant to the Hampton Roads Working Agreements for the period October 1, 1996 through September 30, 2001, credit hours, as a result of an employee's receipt of Worker's Compensation, will be provided to qualify an individual for benefits equal to those qualified for in the immediate prior year. By mutual agreement of the parties, Compensations Units (CU'S) will be generated from an employee's receipt of Worker's Compensation and allotted to individual employees for purposes of determining HRSA-ILA Benefit eligibility and for no other purpose. Weekly CU's will be applied, and will not exceed the duration of the period during which the employee receives Temporary Total or Temporary Partial Worker's Compensation benefits. The application of CU's is restricted to eligibility for HRSA-ILA Fund benefits with the exception of the Annuity & Savings Plan as detailed below in such weekly amounts as are calculated to enable an individual receiving Temporary Total or Temporary Partial Worker's Compensation to qualify for the level of previous benefits while not exceeding the time on Worker's Compensation.

The CU's apply to occupational disability for which individual receives Worker's Compensation Benefits only and do not apply to any other form of disability or sickness. The Contract Board has appointed a committee to review the application of the CU's on an annual basis and to make such CU allotments as are warranted.

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 week's 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 will receive 20 hours per week credit towards 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.

HRSA-ILA Fund Eligibility from Worker's Compensation

Pursuant to the Hampton Roads Working Agreements for the period October 1, 1996 through September 30, 2001, credit hours, as a result of an employee's receipt of Worker's Compensation, will be provided to qualify and individual for benefits equal to those qualified for in the immediate prior year. By mutual agreement of the parties, Compensations Units (CU'S) will be generated from an employee's receipt of Worker's Compensation and allotted to individual employees for purposes of determining HRSA-ILA Benefit eligibility and for no other purpose. Weekly CU's will be applied, and will not exceed the duration of the period during which the employee receives Temporary Total or Temporary Partial Worker's Compensation benefits. The application of CU's is restricted to eligibility for HRSA-ILA Fund benefits with the exception of the Annuity & Savings Plan as detailed below in such weekly amounts as are calculated to enable an individual receiving Temporary Total or Temporary Partial Worker's Compensation to qualify for the level of previous benefits while not exceeding the time on Worker's Compensation. The CU's apply to occupational disability for which individual receives Worker's Compensation Benefits only and do not apply to any other form of disability or sickness. The Contract Board has appointed a committee to review the application of the CU's on an annual basis and to make such CU allotments as are warranted.

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 October 3, 1996, 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, 2001, 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.

These local welfare benefits shall remain in effect until such time as the Master Contract Welfare Plan is implemented.

Fringe Benefit Programs

a. Managed Health Care Trust Fund

The parties hereto hereby agree to the creation of a Managed Health Care Trust Fund which shall be administered by an equal number of Management and ILA Trustees with five (5) Trustees appointed by CCC, one (1) Trustee appointed by New York, Two (2) Trustees from a group including Boston, Philadelphia, Baltimore, and/or Hampton Roads, one (1) by Southeast Florida, one (1) Trustee by New Orleans and one (1) Trustee by the West Gulf as employer representatives and an equal number of 12 Trustees appointed by the ILA.

b. Funding

The above Managed Health Care Trust Fund shall be initially funded by a \$30 Million contribution by the Trustees of container Royalty #4 and annually thereafter by the \$1.00 per ton Second Container Royalty and the hourly contributions provided in paragraphs 14 and 3(B) above as well as such other funds that may be agreed to from time to time by the parties hereto. Such contributions shall be placed in such fund not later than October 1, 1999 for use by the Trustees in funding the uniform health care system provided for below.

c. Standards of Manage Heath Care

The Trustees shall give to each port or district plan the defined contributions standards for managed health care programs which must be placed in effect by October 1, 1997, by all local industry welfare programs in order to be entitled to receive contributions for the managed health care trust fund provided above.

d. Retirees and pharmaceuticals

The trustees shall immediately establish standards under which all retirees age 65 or over may enroll in a Medical Risk HMO program. A national pharmacy benefit program applicable to all plans covering Master Contract employees and retirees shall be placed in effect as soon as possible. In order to avoid a duplication of benefits, pharmacy benefit programs shall not be provided to active employees ad/or retirees who receive pharmacy benefits under the terms of and HMO or Medicare Risk HMO program.

e. Plan Eligibility

Eligibility for health care benefits, an for any other welfare benefits, under each port or district plan shall require work hours in each year of the first three (3) years of the collective bargaining agreement at a level not less than the current level in each port or district with an option to increase such levels on local basis.

In the fourth and fifth years, the Trustees of the Managed Health Care Trust Fund shall establish a system of eligibility for benefits which would provide at least 1000 hours for full benefits.

f. Tiered benefits and Credits

The Trustees of each port or district health care program may also provide for a tiered system of reduced benefits to employees who have worked at least 700 hours but less that the hours established above for full benefits. Limited credit for compensable injury, illness covered by a local port health care program and/or because of anon-permanent total disability shall be established by the trustees of each port or district plan.

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.

HRSA-ILA Fund Eligibility from Worker's Compensation

Pursuant to the Hampton Roads Working Agreements for the period October 1, 1996 through September 30, 2001, credit hours, as a result of an employee's receipt of Worker's Compensation, will be provided to qualify and individual for benefits equal to those qualified for in the immediate prior year. By mutual agreement of the parties, Compensations Units (CU'S) will be generated from an employee's receipt of Worker's Compensation and allotted to individual employees for purposes of determining HRSA-ILA Benefit eligibility and for no other purpose. Weekly CU's will be applied, and will not exceed the duration of the period during which the employee receives Temporary Total or Temporary Partial Worker's Compensation benefits. The application of CU's is restricted to eligibility for HRSA-ILA Fund benefits with the exception of the Annuity & Savings Plan as detailed below in such weekly amounts as are calculated to enable an individual receiving Temporary Total or Temporary Partial Worker's Compensation to qualify for the level of previous benefits while not exceeding the time on Worker's Compensation. The CU's apply to occupational disability for which individual receives Worker's Compensation Benefits only and do not apply to any other form of disability or sickness. The Contract Board has appointed a committee to review the application of the CU's on an annual basis and to make such CU allotments as are warranted.

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 October 3, 1996, 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, 2001, 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 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 the 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 fore and effect as if repeated word for word in the contract. Excluded from coverage of the covenant, however, are the Freight Handlers' and Terminal Checkers' contracts.

(e) In the sole discretion of the employer, hen and 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.

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

(a) This agreement shall be effective from October 3, 1996, except as set forth hereinafter, and shall remain in full force and effect up to and including September 30, 2001, wages being as follows:

October 1, 1996	\$2.00 an hour.
October 1, 1997	0
October 1, 1998	\$1.00 an hour.
October 1, 1999	0
October 1, 2000	\$1.00 an hour.

(b) New employees who entered the industry on or after October 1, 1996 (never having attained benefit eligibility under the terms of the present Master Agreement) shall receive \$13.00 an hour, plus an increase of \$1.00 per hour in each of the third and fifth years of the agreement.

(c) Employees who entered the industry and were employed under this Collective Bargaining Agreement for the first time as of December 1, 1990 shall be entitled to continue to receive their basic rate of pay as of the effective date of this Agreement plus the increases described in Section A above

Any employees being hired for the first time shall be required to pass a mandatory physical examination and drug test as established by management and the ILA after they are offered employment and before they engage in any employment services. Such new employees shall also be required to pass eligibility and proficiency test approved by management and the ILA and shall also be required to be re-certified each two years in the case of equipment operators, clerical and maintenance employees.

Mandatory registration - Five days out of seven days.

Such new employees are required to accept jobs offered to them and must work with their gang.

Three (3) unexcused absences per year will result in the loss of the port number.

Former Apprentice Program Employees.

Employees who entered the industry from February 1994 through October 3, 1996 shall be required to accept jobs offered to them and must work with their gang. Three (3) unexcused absences per year will result in the loss of their port number.

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 October 3, 1996 through September 30, 2001, 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 October 3, 1996 through September 30, 2001, 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 October 3, 1996 through September 30, 2001, 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

Guaranteed Annual Income Program

The parties agree to eliminate the Guaranteed Annual Income Program on the effective date of this Agreement.

1. Inducement - Any port which is actually paying GAI which discontinues such GAI shall be paid and inducement of \$1.00 per container ton worked in such port in the year October 1, 1995 to September 30, 1996 which amount shall be paid from the Carrier-ILA Container Royalty Fund (CR#4).

This amount of money shall be paid use for assistance in discontinuing such program on any terms agreed to locally. The inducement shall be paid when the local parties have agreed on discontinuance prior to September 30, 1996. The discontinuance must be fully effective January 1, 1997. Only GAI eligible employees will receive the inducement.

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 work force.

Such registration to be completed and submitted not later than September 1 of the year preceding the contract year. The list to be effective as of October 1 of the contract year.

Each employee must be assigned and "L" (longshoremen) job category.

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

2. The ILA agrees to provide the signatory employers an 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 (1) category but no more than three (3) 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 a means of identification. The first card shall be issued without any cost, but the cost of a duplicate replacement cards, shall be assessed to the employees at \$5.00 each.

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 and seniority at all shaping periods, seven (7) days a week including Saturdays, Sundays, holidays and nights.

2. Gangs ordered on a prior day order shall be posted at the Union Hall. Men shall report as ordered to join their respective gangs.

3. Hatchbosses and Dockheaders shall order through the Hiring System fill-ins and replacements for absentees. All fill-ins must receive a gang assignment slip (paper or electronic). Timekeepers shall not check in any fill-ins without assignments slips (paper or electronic). 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.

Timekeepers must not check in any fill-ins or replacements without assignment slips (paper or electronic). 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.

4. 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 company representative shall hire the employees needed and the job category.

5. Employees retorting at the Hiring Center shall register and wait for job assignment until 9:00 a.m. 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. New employees must adhere to the above rules and, in addition, must register Monday through Friday. Such new employees are required to accept jobs offered to them and must work with their gang.

6. When all members have been assigned and additional employees are required, replacements shall be ordered from 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 Newport News to Cheatham Annex the allowable time shall be one (1) hour. From Norfolk 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.

7. 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. The intent of this clause is to balance the work load at the discretion of the Employers.

8. All fill-in employees accepting jobs through regular channels shall receive an assignment slip. Employees shall not be shaped without an assignment slip (paper or electronic) and shall not be checked in by the timekeeper.

The above provisions shall remain in effect until the full implementation of the electronic, telephonic hiring system.

9. 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 Hall.

When all available checkers are employed through the Norfolk Hiring Hall and additional checkers are required, then available checkers from the Newport News Hiring Hall 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 Halls 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 Halls. 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.

10. 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 Halls.

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.

11. 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 clerks shall for fill-ins 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.

Excuses

- 1.** It is mutually agreed that automatic excuses will be provided employees while attending the funeral of spouse, 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.
- 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.
- 3.** 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.

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 day.

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. 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.

Vacations

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

(b) Vacations shall be granted only in seven (7) consecutive calendar-day increments.

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 (10) 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 (10) 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
Port of Hampton Roads Seniority Program

A joint Management/ILA Seniority Committee (Committee) shall be established pursuant to the following Agreements dated October 1, 1996 between ILA Locals 862, 846, 970, 1248, 1784, 1458, 1624, 1840, 1736, 1819, 1970 and the HRSA (Hampton Roads Shipping Association):

Longshoremen's Agreement
Garmen and Mechanics' Agreement
Miscellaneous Workers' Agreement
Clerks', Checkers', and Weighers' Agreement
Timekeepers', and Interchange Writers' Agreement
Container Maintenance and Repair Agreement
Freight Handlers' Agreement
Terminal Checkers' Agreement
Line Handlers' Agreement

Each Local listed above has previously established Seniority Rules either individually or collectively. The following Seniority Rules are attached hereto and made part of this Memorandum:

- (a) Ex. #A Seniority Rules for ILA Local 862's work jurisdiction.
- (b) Ex. #B Seniority Rules for ILA Locals 846, 970, 1248, 1784's work jurisdiction.
- (c) Ex. #C Seniority Rules for ILA Local 1458 work jurisdiction.
- (d) Ex. #D Seniority Rules for ILA Local 1624's (ILA Local 1840) work jurisdiction.
- (e) Ex. #E Seniority Rules for ILA Local 1736's work jurisdiction.
- (f) Ex. #F Seniority Rules for ILA Local 1819's work jurisdiction.
- (g) Ex #G Seniority Rules for ILA Local 1970' work jurisdiction.

The rules as outlined in the above Exhibits #A through #G shall be the Seniority Rules of the various work jurisdictions.

Pursuant to the Agreements listed above, the joint Management/ILA Seniority Committee will hear disputes and grievances involving Seniority Rules which have not been resolved at the Local level.

The Joint Management/ILA Seniority Committee composition and rules will be as follows:

1. The Committee shall consist of an equal number of ILA officials and HRSA member representatives not to exceed four (4) members from each side. Each side shall have four votes without regard to how many members are present at any given meeting.

2. Three members present at a Committee meeting shall constitute a quorum provided there is at least one member from Management and one member from the ILA.

3. The HRSA management members shall be selected by Management. The Hampton Roads District Council (HRDC) shall select the ILA members. Each ILA Local and any HRSA member may send an observer to all of the Committee's meetings who may express their opinions but shall have no vote and may not be present in executive sessions.

4. If a dispute or grievance arises that involves a voting member of the Committee or the Local or Employer he/she is affiliated with, then the voting member of the Committee shall be excused from the deliberations and may not cast a vote.

5. The Committee shall act by majority vote. The Committee's recommendations for resolution of a dispute or grievance will be submitted to the Contract Board and the decision of the Contract Board to accept, reject, or amend the recommendation of the Committee shall be final and binding. If the Committee deadlocks, then the Contract Board shall decide the issue and its decision shall be final and binding. If the Contract Board deadlocks, then the issue shall be decided pursuant to the arbitration clause of the applicable Agreements.

6. The committee shall be the sole judge of the sufficiency of the evidence to be considered in the resolution of any dispute brought before them. The committee may establish such procedural rules as appropriate.

7. Any person appearing before the Committee because of a grievance may be represented by a union official that he or she selects and may bring witnesses.

8. All disputes or grievances that are not resolved by the Local must be submitted in writing citing the specific rule violated, signed by the grievant and an official of the Local, and mailed to the Executive Vice President of the Hampton Roads Shipping Association. Within fifteen (15) working days from the receipt of said notice, the Executive Vice President of the Hampton Roads Shipping Association shall convene a meeting of the Committee.

9. Seniority will be reviewed at least once per year by the Committee and it will adjust seniority where appropriate.

10. Any provision in the Local Seniority Rules which conflict with the Agreements listed on page 1 or with the rules of the joint seniority program shall have no effect.

11. Any change in the Local Seniority Rules must be approved by the Joint Management/ILA Seniority Committee.

12. Nothing contained in this Seniority Agreement shall alter the existing local collective bargaining Agreements listed on page 1.

13. It is understood and agreed that HRSA and its member shall have no liability or responsibility for any matter arising out of the administration of the ILA's seniority system prior to the date of this Memorandum.

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.

Forty (40) hour guarantee employee must work the day before and the day after a holiday to receive holiday pay.

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.

(a) Work force shall work as directed by the employer within the craft.

(b) MANNING OF CFS: Only ILA Labor will preform all work traditionally performed by ILA as provided under ILA contracts.

The minimum work force shall consist of one (1) clerk and two (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.

(c) 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.

(d) 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 Coast effective April 15, 1989, and shall not include containers which are stuffed or stripped by deepsea ILA labor or containers in the north bound Puerto Rican trade.

3. 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 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. 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) The use of a computerized tally will be reviewed by the Productivity Committee and the establishment of an employment policy regarding the computerized tally will become an Addendum to this Agreement.

(o) 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.

(p) Call Clerk

The Call Clerk job functions will be discussed with officials from ILA Local 1624. It is mutually agreed upon by the parties that upon the establishment of the electronic, telephonic hiring system effective October 1, 1997, the call clerk employed by Virginia International Terminals, Inc. will be eliminated,

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.

SECTION 46

Unlawful Discrimination And Harassment

1. The employer members of HRSA and the ILA agree that as required by all applicable laws, statutes and regulations, they will not discriminate against any employee because of race, color, sex, religion, national origin, age, physical or mental disability or veteran status or because of membership or non-membership in any union or any activity on behalf of any union, and will comply with all applicable laws prohibiting discrimination. Such laws include, but are not limited to, as applicable, Title VII of the Civil Right Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and all other state and federal not-discrimination laws, statutes and regulations.

2. The employer members of HRSA are Equal Employment Opportunity employers. It is in their practice to recruit, hire, train and promote otherwise qualified persons in all segments of their work force without regard to race, color, sex, religion, national origin, age physical or mental disability, veteran status, or union membership or non-membership.

3. The employer members of the HRSA, as required by all applicable laws, statutes and regulation, will not tolerate harassment based upon any legally protected status, including unlawful sexual harassment by employees, supervisors, clients, customers or visitors, against any employee, and will take appropriate action to prevent and promptly correct such conduct. Any employee or supervisor who unlawfully harasses another will be disciplined severely, up to and including discharge.

Sexual harassment prohibited by this sections includes unwelcome sexual advances, request for sexual favors or other spoken, written or physical conduct of a sexual nature (which includes jokes, language, gestures and the display of sexually suggestive materials):

- (a) when submission to such conduct is made a condition of employment; or
- (b) when submission to or rejection of such conduct is used as the basis for an employment decision; or
- (c) when such conduct unreasonably interferes with an employee's work performance; or
- (d) when such conduct creates an intimidation, hostile or offensive work environment.

Any employee who believes he or she is a victim of unlawful harassment must immediately report this to his or her union representative who must, in turn, immediately report this to an appropriate representative of the employee's employer. The employer will quickly investigate all such reports and resolve them as deemed appropriate under the circumstances. The employer will treat all such reports as confidentially as possible, disclosing such reports only to those with a need to know. The employer will not unlawfully retaliate against an employee for making such a report. Such a report is a precondition to proceeding as set forth in paragraph 5 below.

4. This Contract, including this Section, shall be administered in accordance with the applicable provisions of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and all other state and federal non-discrimination laws, statutes and regulations.

5. Any and all disputes, claims, charge or complaints arising under this Section, including those claiming a violation of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and all other state and federal non-discrimination laws, statutes and regulations, shall be brought before the Contract Boar, in accordance with the provisions set forth in this Contract. Decisions rendered in accordance with the Contract Board provisions of this Contract, by the Contract Board or, if necessary, by an arbitrator, with respect to such disputes, claims, charges or complaints shall be final and binding upon the parties and the affected employees. The parties and the affected employees waive any rights they may otherwise have to pursue such disputes, claims, charges, or complaints in any judicial forum.

SECTION 47
Memorandums

MEMORANDUM OF AGREEMENT

BARGE AND SHIP AGREEMENT
October 3, 1996

I. Barge Only.

a. Gang will work barges of the same line for the same stevedore at the same or multiple terminals. (This shall include NIT, PMT, Sea-Land, and LPD.)

b. All labor will be paid for travel from terminal to terminal, not to exceed 60 minutes from stop time at the first terminal to start time at the second terminal (not to include meal hour). (Delivery clerk and crane operator shall notify superintendent of delay in order to receive full 60 minutes.)

c. If and when transtainer and straddle carrier operators are interchangeable, the labor will travel between terminals.

d. No travel time provided for movement of barge between berths at PMT and Sea-Land.

e. The gang will lash and unlash during cargo operations when safety is not a factor.

f. For a barge operation, the plan clerk will provide the plan, if required.

g. Gang to consist of a hatchboss, gangwaymen and eight (8) driver L/S. Additional employees may be employed at the discretion of the employer.

h. With 30 or more containers, a drybox mechanic will be assigned to the barge which will be reviewed by the Productivity Committee.

i. A relief checker will be employed when there are 300 or more container moves.

II. Barge and Ship

a. One delivery clerk may be employed to work a simultaneous ship and barge operation, when less than 100 lifts are worked to the barge. Hatch checker will follow gang.

b. Delivery clerk assigned to barge shall prepare the plan for the barge if required.

c. Gang Flexibility: A gang can be shifted fro barge to ship or ship to barge when 100 or less containers are worked on the barge.

NOTE: a, b, & c above shall be discussed by the Productivity Committee for resolution, however, pending resolution the functions will continue “as is” included item “c” above in Newport News.

d. When there are 25 or more containers being discharged at Portsmouth Marine Terminal or Sea-Land for either terminal, a delivery clerk will be employed by each terminal, wherever the operation begins.

e. A relief checker will be employed when there are 300 or more container moves.

MEMORANDUM OF AGREEMENT

BREAKBULK CARGO PORT OF HAMPTON ROADS, VIRGINIA October 3, 1996

(1) Contract term - October 3, 1996 - September 30, 2001

(2) Gang Size.

A. Heavy lift - twelve (12) employees.

B. Project Cargo - fifteen (15).

C. Unitized - fifteen (15).

D. Plywood - seventeen (17).

E. Hand freight - twenty one (21).

F. Special Project.

1. When there is a special project, there will be discussion to determine the proper gang size.

(3) If a plan clerk is required, one will be ordered. If a pier clerk is required, one will be ordered.

(4) When there are 10 (10) or more containers on a breakbulk vessel, a terminal delivery clerk will be utilized.

(5) One (1) hatch checker per gang (no relief checker).

(6) Wages and Contributions to the Funds:

Total of \$25.00

Wages	Contributions to Funds	Total
\$23.00	\$2.00	\$25.00
22.00	3.00	25.00
21.00	4.00	25.00
17.00	8.00	25.00
13.00	12.00	25.00

Note: To be reviewed at the end of one year.

NOTE: Two-hour cancellation for weather for poultry.

MEMORANDUM OF AGREEMENT

BREKBUK FROZEN COMMODITIES PIER 3 PORT OF HAMPTON ROADS, VIRGINIA July 1, 1997 - September 30, 2001

(1) Gang size: 17-man gang, inclusive of hatch boss/dockheader, deckmen, slinger, drivers and holdmen.

(2) One (1) delivery clerk per vessel.

(3) One (1) hatch checker per gang (no relief checker).

(4) Wages and contributions to the Funds:

Wages	Contribution
\$23.00	\$0.80
22.00	0.80
17.00	2.00
13.00	4.00

Note: Annuity for employees who qualify will be paid out of the above contributions

(5) No penalty differential for freeze at Pier 3.

(6) Start times:

7:00 a.m., 8:00 a.m., 10:00 a.m. - Prior day order to be placed as per contract.

1:00 p.m. - May be placed by 10:00 a.m. of the same day if not a prior day order.

5:00 p.m., 6:00 p.m., 7:00 p.m., 12:00 midnight
To be placed by 3:00 p.m. the same day.

Note: Monday through Friday - all hours prior to 8:00 a.m. and after 5:00 p.m. will be paid at the overtime rate.

(7) Cancellation.

Due to non-arrival or inclement weather, there will be a two (2) hour guarantee on initial order only.

After the vessel commences or reorders, there will be a four (4) hour guarantee.

Witness the following signature:

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

Roger J. Giesinger, 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,
LA Local 862, Newport News, VA.

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

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**MEMORANDUM OF AGREEMENT
TIMEKEEPERS' AND
INTERCHANGE WRITERS' AGREEMENT
October 3, 1996 - September 30, 2001**

PREAMBLE

This agreement, made and entered into by and between the Hampton Roads Shipping Association, the employers, and the International Longshoremen's Association, AFL-CIO and its affiliated Locals Nos. 862 and 1624 is meant to cover all work pertaining to the normal duties of timekeeper work for the employers 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 Commonwealth 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 permitted by law, 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
Hiring and Laying Off of Gangs and/or
Employees and Unavailability of ILA Employees

The employer is under no obligation to hire employees by gangs or through the office of the Union. The stevedore employer or his representative reserves the right to hire from available members of the Union, all employees, including hatch foremen, gangwaymen, winchmen and slingers and to lay off any and all employees whenever such action in his judgment is warranted. The union will be immediately notified when such actions is taken an the employer request a replacement.

When the ILA cannot furnish a sufficient number of qualified employees to perform required work as provided for in this agreement in a satisfactory manner, the employer may hire needed employees at his discretion.

It is understood and agreed that the signatory employer when hiring supervisory personnel will give consideration to the employment of experienced ILA employees from Locals covered by this Agreement for such vacancies as may exist.

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

(a) This agreement shall be effective from October 3, 1996, except as set forth hereinafter, and shall remain in full force and effect up to and including September 30, 2001, wages being as follows:

October 1, 1996	\$2.00 an hour.
October 1, 1997	0
October 1, 1998	\$1.00 an hour.
October 1, 1999	0
October 1, 2000	\$1.00 an hour.

(b) New employees who entered the industry on or after October 1, 1996 (never having attained benefit eligibility under the terms of the present Master Agreement) shall receive \$13.00 an hour, plus an increase of \$1.00 per hour in each of the third and fifth years of the agreement.

(c) Employees who entered the industry and were employed under this Collective Bargaining Agreement for the first time as of December 1, 1990 shall be entitled to continue to receive their basic rate of pay as of the effective date of this Agreement plus the increases described in Section A above

Any employees being hired for the first time shall be required to pass a mandatory physical examination and drug test as established by management and the ILA after they are offered employment and before they engage in any employment services. Such new employees shall also be required to pass eligibility and proficiency test approved by management and the ILA and shall also be required to be re-certified each two years in the case of equipment operators, clerical and maintenance employees.

Mandatory registration - Five days out of seven days.

Such new employees are required to accept jobs offered to them and must work with their gang.

Three (3) unexcused absences per year will result in the loss of the port number.

Former Apprentice Program Employees.

Employees who entered the industry from February 1994 through October 3, 1996 shall be required to accept jobs offered to them and must work with their gang. Three (3) unexcused absences per year will result in the loss of their port number.

**SECTION 9
Holidays**

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

(e) plus:

When in the absence of a 40-hour guarantee employee, a fill-in shall have a 40-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 October 3, 1996 to September 30, 2001, employees ordered for work on Saturdays, Sundays and holidays shall receive hourly wages for four (4) hours work at the overtime rate, for the period 8:00 a.m. to 12:00 noon, or any part thereof, or four (4) hours at the overtime rate 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. See wage table.

Employment Date

	After 10/1/96		Before 10/1/96		Before 12/1/90		Before 10/1/86	
	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.
Checker	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Delivery Clerk	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25
Timekeeper	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Interchange Writer	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Head Interchange Writer	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25

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, 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. 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 overtime pay.

(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 work period 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 October 3, 1996 to September 30, 2001 employees who are employed night shifts only with work commencing at or after 7:00 p.m. shall receive wages for four (4) hours work at the overtime rate 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. See wage table.

Employment Date

	After 10/1/96		Before 10/1/96		Before 12/1/90		Before 10/1/86	
	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.	S.T.	O.T.
Checker	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Delivery Clerk	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25
Timekeeper	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Interchange Writer	13.00	19.50	17.00	25.50	22.00	33.00	23.00	34.00
Head Interchange Writer	15.50	23.25	19.50	29.25	25.50	26.75	25.50	38.25

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 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 29 cents 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

1 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.

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 air conditioning 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.

(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.

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.

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**

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.

SECTION 38

Unlawful Discrimination And Harassment

1. The employer members of HRSA and the ILA agree that as required by all applicable laws, statutes and regulations, they will not discriminate against any employee because of race, color, sex, religion, national origin, age, physical or mental disability or veteran status or because of membership or non-membership in any union or any activity on behalf of any union, and will comply with all applicable laws prohibiting discrimination. Such laws include, but are not limited to, as applicable, Title VII of the Civil Right Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and all other state and federal not-discrimination laws, statutes and regulations.

2. The employer members of HRSA are Equal Employment Opportunity employers. It is in their practice to recruit, hire, train and promote otherwise qualified persons in all segments of their work force without regard to race, color, sex, religion, national origin, age physical or mental disability, veteran status, or union membership or non-membership.

3. The employer members of the HRSA, as required by all applicable laws, statutes and regulation, will not tolerate harassment based upon any legally protected status, including unlawful sexual harassment by employees, supervisors, clients, customers or visitors, against any employee, and will take appropriate action to prevent and promptly correct such conduct. Any employee or supervisor who unlawfully harasses another will be disciplined severely, up to and including discharge.

Sexual harassment prohibited by this sections includes unwelcome sexual advances, request for sexual favors or other spoken, written or physical conduct of a sexual nature (which includes jokes, language, gestures and the display of sexually suggestive materials):

- (a)** when submission to such conduct is made a condition of employment; or
- (b)** when submission to or rejection of such conduct is used as the basis for an employment decision; or
- (c)** when such conduct unreasonably interferes with an employee's work performance; or
- (d)** when such conduct creates an intimidation, hostile or offensive work environment.

Any employee who believes he or she is a victim of unlawful harassment must immediately report this to his or her union representative who must, in turn, immediately report this to an appropriate representative of the employee's employer. The employer will quickly investigate all such reports and resolve them as deemed appropriate under the circumstances. The employer will treat all such reports as confidentially as possible, disclosing such reports only to those with a need to know. The employer will not unlawfully retaliate against an employee for making such a report. Such a report is a precondition to proceeding as set forth in paragraph 5 below.

4. This Contract, including this Section, shall be administered in accordance with the applicable provisions of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and all other state and federal non-discrimination laws, statutes and regulations.

5. Any and all disputes, claims, charge or complaints arising under this Section, including those claiming a violation of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and all other state and federal non-discrimination laws, statutes and regulations, shall be brought before the Contract Boar, in accordance with the provisions set forth in this Contract. Decisions rendered in accordance with the Contract Board provisions of this Contract, by the Contract Board or, if necessary, by an arbitrator, with respect to such disputes, claims, charges or complaints shall be final and binding upon the parties and the affected employees. The parties and the affected employees waive any rights they may otherwise have to pursue such disputes, claims, charges, or complaints in any judicial forum.

Witness the following signature:

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

Roger J. Geisinger, 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.