

AGREEMENT

NEGOTIATED BY THE

STEAMSHIP TRADE ASSOCIATION
OF BALTIMORE, INC.

ON BEHALF OF ITS MEMBERS

WITH THE

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION
LOCAL 333

FOR THE

PORT OF BALTIMORE

EFFECTIVE OCTOBER 1, 2004
THROUGH SEPTEMBER 30, 2010



TABLE OF CONTENTS

	Page
Article I – Recognition, Bargaining Unit Work, Jurisdiction	1
Article II – Union Security	4
Article III – Dues Checkoff	5
Article IV – Seniority	
A. Definitions	5
B. Seniority Board	6
C. Accumulation and Retention of Seniority; Seniority List	7
D. Seniority Classifications	9
E. Gang Seniority	12
F. Effect of Seniority Plan	13
Article V – Wages	
A. Wage Rates	13
B. Class of Work	13
Article VI – Pension	22
Article VII – Benefits	23
Article VIII – Container Royalty	24
Article IX – Hiring, Ordering and Dispatching	25
Article X – Manning	
A. Gangs	35
B. Replacements	36
C. Adding Gangs	36
D. Size of Gangs	38
E. Foremen	45
Article XI – Hours of Work	47
Article XII – Safety and Training	48

	Page
Article XIII – Holidays	
A. Holiday Pay	50
B. Legal Holidays	50
Article XIV – Vacation	
A. Vacation Pay	51
B. Vacation Credits	51
Article XV – Non-Discrimination	53
Article XVI – Drugs and Alcohol	53
Article XVII – Grievance Procedure.	54
Article XVIII – Discipline	56
Article XIX – Favorite Nation	58
Article XX – Modification of Agreement.	58
Article XXI – Term of Agreement	58
Schedule I	60
Schedule II	71
Joint STA/ILA Policy Concerning Harassment	75
STA-ILA Drug & Alcohol Abuse Program.	86
Addendum Agreement – Load Center Carrier Designation and Provisions	119
Addendum Agreement – ICTF	122
Memorandum of Agreement – Lykes Line	128
Grimaldi Group Vessel Agreement	134
Cruise Addendum Agreement.	137
Addendum Agreement – Spliethoff	140
Addendum Agreement – Sideport.	143

	Page
Forest Products Memorandum of Understanding	146
Foreman's Agreement	147

CARGO AGREEMENT

All attachments hereto and all Addendum Agreements, past port practices and arbitration decisions applicable to the International Longshoreman's Association Local 333, affiliated with the International Longshoremen's Association, AFL-CIO ("Union" and/or "Local 333") and its relationship with the Steamship Trade Association of Baltimore, Inc. ("STA") are incorporated herein by reference as though fully set forth herein.

Reference to the male gender throughout this Agreement should be considered as applicable to both male and female employees. Both Local 333 and the STA are committed to non-discriminating practices.

Article I – Recognition, Bargaining Unit Work, Jurisdiction

THIS AGREEMENT made and entered into by and between the members of the Steamship Trade Association of Baltimore, Inc. ("STA"), Deepwater Steamship Lines, Agents, Contracting Stevedores, and Marine Terminal Operators of the Port of Baltimore, and Local 333, covers the work in the Port of Baltimore, Maryland, and vicinity, of rigging up, shifting of cargoes, loading and unloading of the cargoes of deepwater ships (Foreign and Intercoastal), the handling of baggage, mail and stores, except where baggage, mail and stores are handled by ships' crews (all to the termination of ships' tackles) as is done at the present time. When Peck and Hale type lashing is used, it is understood that this work belongs to members of Local 333. Also, the Union is to handle all cargo operations on any new or enlarged barges or any new barge work going beyond the Inner Harbor (all waters south of Turkey Point and north of the Baltimore Light). The Union shall have the work on all ship cargoes

as previously agreed, including ship cargoes received in and delivered from the immediate pier area.

The work on the immediate pier area shall mean:

a. Receiving - From the tailgate of the truck to the pier; from the pier to the ship.

b. Delivering - From the ship to the pier; from the pier to the tailgate of the truck.

The above provision does not prevent any agreement from being entered into between the Union and the STA regarding special provisions covering the receiving/delivering of special commodities.

The parties agree that with regard to new commodities and new work opportunities they will discuss changes in manning requirements and gang utilization.

The parties agree to discuss an addendum to this Agreement that will encompass a competitive wage, manning and other conditions that will allow STA employers to compete for long term storage and consolidation/packing operations.

Management will not perform work under the jurisdiction of Local 333.

The following supplementary agreement shall remain in force for the life of the present contract:

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement made and entered into by and between the Steamship Trade Association of Baltimore, Inc., acting for and on behalf of its members, and the International Longshoremen's Association, AFL-CIO,

acting for and on behalf of its affiliated Locals 333, 953 and 1429, in the Port of Baltimore and Vicinity, has to do with jurisdiction of the named Locals in the Port of Baltimore and Vicinity as presented October 26, 1965, by the International Executive Council of the ILA, and clarified by a joint meeting of the two parties February 11, 1966.

Both parties accept the revised division of work (pertaining to the individually-named Locals), as outlined in the following language. The term "IMMEDIATE PIER AREA" as used in the Supplementary Agreement shall mean the area or areas close to or adjacent to the pier where employees are employed to perform work covered by the terms, conditions, and language of the Agreements for the Locals covering the work in the Port of Baltimore and Vicinity.

All new operations, whether on the pier or the vessel, shall be reviewed, and allocated by the Baltimore District Council in conjunction with the Steamship Trade Association of Baltimore, Inc.

The cargo local shall load and unload all ships and waterborne carriers, except those specific jobs granted to Local 1429 by the Baltimore District Council and the Steamship Trade Association of Baltimore, Inc., by previous Agreement. This work jurisdiction shall include the handling of all ship cargoes, including latex (when employees are working latex, a minimum of four (4) and one (1) will be used), to and from the immediate pier area, whether loose, in bundles, palletized, or in shipping containers of any form. Except where the railroads are now doing the work, Local 333 shall supply all operators for car pullers, fork lift trucks, goose neck cranes, bulldozers, pay loaders, and similar mechanical equipment and also crane operators on all ships. The Local shall supply operators for mobile cranes, whether truck or crawler type, or shore side cranes, owned and

operated by a member of the Steamship Trade Association. The work of the Local shall also include the loading and stripping of all containers in the immediate pier area and the handling of cargoes in all direct operations between railroad cars, trucks, lighters and vessels. Local 333 shall do all the cooping and repairing of cargo and shall replace items such as damaged boards on cases, tape torn packages, or reband broken bundles. The cooper shall use any tools necessary to accomplish these repairs. At such time as railroad-operated piers are leased to a member or members of the Steamship Trade Association of Baltimore, Inc., the division of work set forth in the aforementioned solution shall govern.

It is understood by both the Union and its affiliated Locals and the members of the Steamship Trade Association of Baltimore, Inc., that no term or condition in this Supplementary Agreement shall be retroactive, nor shall there be any refund of wages already paid.

All work performed in accordance with this Supplementary Agreement shall be effective this 27th day of April, 1966.

Article II – Union Security

Membership in the Union shall be a condition of continued employment on and after the thirtieth day following such employment for all men covered by this agreement already employed or hereafter employed by any employer member of the STA. The Union agrees that all such employees will be accepted into membership on the same terms and conditions, generally applicable to other members and, further, that good standing in the Union shall not be lost except by the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Article III – Dues Checkoff

The employers shall deduct from the wages of those employees who so authorize them by written assignment or signed “check-off authorization” filed with the Association the total sum equal to one percent (1%) of the straight time hourly rate established by the Master Contract Agreement for each hour paid for. These monies so deducted shall be payable to the National Headquarters of the ILA by the fifteenth day of the month following the end of each calendar quarter during which the employee earned the wages. If and when authorized by the Union, Union dues checkoff shall be placed into effect. It is understood and agreed that the Union may have one checkoff percentage amount.

Article IV – Seniority

A. Definitions

1. Contract Year -- As used herein, a contract year shall be defined as any annual period between October 1st of any year and September 30th of the following year.

2. Continuous Service in the Industry -- As used herein, “continuous service in the industry” shall mean that an employee must work a minimum of 400 or 700 hours, depending upon the individual’s seniority classification as defined in sub-article “D” below, as a longshoreman in the Port of Baltimore for employer members of the Steamship Trade Association, Inc., during each successive contract year following the contract year of his/her initial employment.

3. Seniority shall be defined as the basis upon which all longshoremen in the Port of Baltimore are accorded priority of employment either individually or by gang. This Seniority Plan shall in no way affect the seniority of employees with

their permanent employers (all active gangs and detail jobs are frozen as of October 1, 1996).

B. Seniority Board

A Seniority Board shall be established to assign personnel into seniority groups in accordance with their length of time and service in the industry. This Board shall consist of the President and the Vice President of Local 333, and two (2) other elected Union Officials to be designated by the President of the Union.

The employers shall be entitled to four (4) members representing the employers. The Board shall be the sole judge of the sufficiency of evidence considered and its decisions shall be final and binding on all concerned, except that those decisions shall not be in conflict with applicable law. The Board shall be bound by the following general rules:

1. Meetings shall be held each month unless there is no scheduled business. Special meetings shall be held when necessary.

2. To constitute a quorum for the transaction of business there shall be required to be present at any meeting of the Seniority Board at least two (2) employer members and two (2) Union members. At all meetings, the employer members shall have a total of four (4) votes and the Union members shall have a total of four (4) votes, the votes of any absent member being divided equally between the members present appointed by the same party.

3. Should the Board be unable to reach agreement, and any member of the Board so desires, the matter at issue shall be resolved under the grievance procedures established in Article XVII herein.

4. The Board shall determine whether any rules listed herein have been broken, and shall have the power to correct any violation, and order payment of loss of wages to any employee who suffers any losses because of the violation.

5. The Board shall use as official records those of the Trustees of the Pension and Benefits Trust Funds. Where such records are challenged, the Board shall determine the figures to be used for seniority purposes.

6. The Board shall require all complaints to be made in writing and submitted to the Board and to the parties involved at least forty-eight (48) hours prior to a meeting. Complaints must be signed by the complaining party. The Board shall not hear or act on any complaint filed later than ninety (90) days from the date of the inception of the alleged violation.

C. Accumulation and Retention of Seniority; Seniority List

1. All employees must total 400 hours per contract year to retain their seniority classification Group 2 once established. All employees must total 700 hours per contract year to retain their seniority classification Group 1 or higher once established. Hours must be either worked, badge-in credit hours or hours credited due to allowable breaks in service under Local 333 jurisdiction. This section becomes effective October 1, 2004. Employees failing to meet this qualification will be reduced to casual employee status, classification Group 9.

2. Allowable breaks in service -- An employee may receive credit for allowable breaks in service which are due to:

- a. Absence due to verifiable illness or injury;

b. Absence due to military service, provided the employee is reinstated within ninety (90) days in the industry in compliance with the requirements of law as to re-employment;

c. Absence due to a leave of absence up to a maximum period of twelve (12) calendar months, provided such leave is requested in advance and is authorized by the Seniority Board. No leaves shall be granted for the purpose of permitting employees to take a job outside the industry. Before a leave of absence is authorized, the employee must furnish authorization to the Social Security Administration to make available to the Seniority Board the employee's work record during said leave of absence;

d. Absence due to service in a supervisory or managerial position with a particular company in the longshore industry;

e. Absence due to service as an officer of the ILA or any of its subdivisions;

f. Absence due to employment by any fund which is jointly administered by the STA and the ILA.

3. The seniority of any employee shall cease with respect to priority of employment in the event he voluntarily quits, resigns or retires from the industry.

4. Master List -- A Master List shall be maintained of all longshoremen in the Port of Baltimore who are entitled to seniority classification. The following information shall be shown for each longshoreman on the list:

a. Name;

b. Port Number;

c. Contract year of entry into the industry by quarter;

and

d. Category of employment, i.e., gang carrier, top man, longshoreman, tractor driver, mechanic, gearman, and foreman.

5. An additional 40 employees who enter the industry after September 30, 2001 shall hold permanent positions in any category (longshoreman, topman, driver). Additional employees who enter the industry after September 30, 2001, shall hold permanent positions in any category (longshoremen, topman, driver) to the extent that, and on a one-for-one basis, as replacements for senior men who retire and/or leave the industry after October 1, 2004.

D. Seniority Classifications

1. Employees shall be classified by the Seniority Board on the following basis:

Group A seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 since October 1, 1955 through September 30, 1970.

Group B seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 since October 1, 1959 through September 30, 1970.

Group C seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 since October 1, 1963 through September 30, 1970.

Group D seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 since October 1, 1966 through September 30, 1970.

Group E seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 since October 1, 1968 through September 30, 1970.

Group F seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 in either Contract Year October 1, 1969 through September 30, 1970, or October 1, 1970 through September 30, 1971.

Group G seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 in both contract years October 1, 1971 through September 30, 1972 and October 1, 1972 through September 30, 1973.

Group H seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 in either Contract Year October 1, 1974 through September 30, 1975, or October 1, 1975 through September 30, 1976.

Group I seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 in either Contract Year October 1, 1977 through September 30, 1978, or Contract Year October 1, 1978 through September 30, 1979.

Group J seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 in either Contract Year October 1, 1981 through September 30, 1982, or Contract Year October 1, 1982 through September 30, 1983.

Group K seniority shall be enjoyed by those employees who have maintained 700 hours under the jurisdiction of Local 333 for the Contract Year ending September 30, 1986.

Group L seniority shall be enjoyed by those employees who attained a minimum of seven hundred hours (700) work under the jurisdiction of Local 333 in any two out of contract years 1994, 1995 or 1996.

Group M seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 who have worked 700 hours in any of the contract years from Oct. 1, 1996 through Sept. 30, 2002.

Group N seniority shall be enjoyed by those employees who have maintained continuous service under the jurisdiction of Local 333 who have worked 700 hours in any of the contract years from Oct. 1, 2002 through Sept. 30, 2004.

Group 1 seniority shall be enjoyed by those employees who have or will have worked 700 hours under the jurisdiction of Local 333 in any Contract Year, and who do not fall in any of the above seniority groups.

Group 2 seniority shall be enjoyed by those employees who have or will have worked at least 400 hours under the jurisdiction of Local 333 in any Contract Year and who do not fall in any of the above categories.

2. Any employee who does not fall into one of the foregoing seniority classifications shall be considered a casual employee Group 9.

3. As of October 1st of each year, all eligible employees shall be classified or reclassified into one of the foregoing seniority classifications and the STA will make changes on their identification cards within 30 days thereof; provided that any person eligible for seniority pursuant to the foregoing provisions who also holds, or is eligible to hold, seniority under the jurisdiction of any other ILA Local shall not be

allowed to hold seniority simultaneously under more than one jurisdiction and such person shall be required to exercise his option with respect to under which jurisdiction he desires to hold seniority.

4. No persons holding seniority pursuant to the above provisions shall be allowed to hold seniority simultaneously in any other ILA Local.

5. Seniority Classifications will have a number added to show relative seniority within each classification on the I.D. card. The order will be determined by the first 700 hours of employment under Local 333 jurisdiction, if this year is the same for more than one individual, the person with the earliest hours worked with continuous service under Local 333 jurisdiction will be declared senior. If this is the same, credit will then be given to the person(s) with the most hours in the first 700 hour year worked under Local 333 jurisdiction will be declared senior.

E. Gang Seniority

1. A list shall be compiled which shall constitute the permanent assignment of gangs with particular employer members of STA together with the gang's seniority with that employer. No gang shall enjoy seniority with more than one employer.

2. The employers having permanent gangs assigned to them shall employ those gangs in accordance with productivity, reliability, qualifications, and Article IX.1. herein.

3. In the event an employer requires more gangs than are permanently assigned to him for any work period, he must order the extra gangs in accordance with Article IX. 2.

and 3. herein. In assigning “extra” gangs the dispatcher shall dispatch them on a rotation basis.

4. When a gang is not pre-ordered by its regular employer, and is not dispatched as an extra gang, the members of that gang may report to the Hiring Center to be dispatched on an individual basis.

5. Layoff and Recall – In the event it becomes necessary for an employer to remove gangs or employees from their regular status due to lack of work, they shall be removed in inverse order of their seniority with the company. The employer may not subsequently add new gangs or employees to his permanent list without first offering the vacancies to the gangs and employees previously laid off in order of their seniority with the company.

F. Effect of Seniority Plan

1. The purpose of this Seniority Plan is to assure that there shall be no discrimination of any sort whatsoever and its terms shall be interpreted in that light.

2. The effective date of this Seniority System shall be October 1, 1972, provided gang lists are supplied by the ILA to the Steamship Trade Association by September 15, 1972.

Article V – Wages

A. Wage Rates (See Schedule I)

B. Class of Work. The class of work outlined herein shall be performed under the following terms and conditions:

1. Straight time or regular rate shall be paid for any

work performed from 8:00 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M., Monday to Friday inclusive except as otherwise provided for herein.

2. Automobile Ships (PCTC). Employees who are receiving wage rates of \$21.00 or less per hour straight time as of September 30, 2004 shall receive a \$7.00 increase over six (6) years, consisting of a \$2.00 per hour pay increase in contract years 1 & 3, and \$1.50 per hour increase in contract years 5, and 6. Employees who are receiving wage rates over \$21.00 per hour straight time as of September 30, 2004 shall receive a \$4.00 increase over six (6) years, consisting of a \$1.00 per hour pay increase in contract years 1, 3, 5 and 6.

3. Break-bulk and bulk Lift-on/Lift-off vessels. Employees who are receiving wage rates of \$21.00 or less per hour straight time as of September 30, 2004 shall receive a \$4.00 pay increase over six (6) years, consisting of a \$1.00 per hour pay increase in contract years 1, 3, 5, and 6 of the Agreement. Employees who are receiving wage rates over \$21.00 per hour straight time as of September 30, 2004 shall receive a \$2.00 increase over six (6) years, consisting of a \$.50 per hour pay increase in contract years 1, 3, 5, and 6 of the Agreement.

4. Cruise Ships. Employees who are receiving wage rates of \$21.00 or less per hour straight time as of September 30, 2004 shall receive a \$4.00 increase over six (6) years, consisting of a \$1.00 increase in contract years 1, 3, 5, and 6 of the Agreement. Employees who are receiving wage rates over \$21.00 per hour straight time as of September 30, 2004 shall receive a \$2.00 increase over six (6) years, consisting of a \$.50 per hour pay increase in contract years 1, 3, 5, and 6 of the Agreement. In the event the minimum number of vessel calls (50) in the cruise agreement has not been achieved by the end of the calendar year, a one (1) year extension shall

be granted in an effort to achieve the vessel call minimum of 50 provided there are 50 vessel calls scheduled by December 31, 2005 for the 2006 cruise schedule. It is understood and agreed that Local 333 has the exclusive jurisdiction of handling all baggage and ship stores on the Terminal in the Port of Baltimore.

5. The Forest Products Lift-on/Lift-off vessel wage rate of \$21.00 shall be increased by \$4.00 over six (6) years, consisting of \$1.00 in contract years 1, 3, 5, and 6 of this agreement.

6. Any cargo damaged by fire or water or in a noxious condition shall be considered to be in a distressed condition.

7. Reporting Pay. In addition to wages for work performed, as herein set forth, each employee who reports and checks in for work at Sparrows Point or Hawkins Point daytime shall be paid a reporting fee once only each day, whether or not any work is performed and each employee who reports and checks in for work at Sparrows Point or Hawkins Point at night shall be paid a reporting fee once only each night, whether or not any work is performed; provided, however, that when a gang has worked during the day and is ordered back after the supper hour (6:00 P.M. to 7:00 P.M.) to finish the ship at Sparrows Point or Hawkins Point not later than 12:00 Midnight, each employee shall receive only one such reporting fee for the day and night. The reporting fee referred to in this paragraph shall be as follows:

a. For Sparrows Point:

i. \$19.00 plus prevailing second zone car fare for the fiscal year from October 1, 1996 through September 30, 1997.

ii. \$19.00 plus prevailing second zone car fare

for the fiscal year from October 1, 1997 through September 30, 1998.

iii. \$20.00 plus prevailing second zone car fare for the fiscal year from October 1, 1998 through September 30, 1999.

iv. \$20.00 plus prevailing second zone car fare for the fiscal year from October 1, 1999 through September 30, 2000.

v. \$21.00 plus prevailing second zone car fare for the fiscal year from October 1, 2000 through September 30, 2001.

b. For Hawkins Point: \$2.00 for the life of this Agreement.

c. It is expressly agreed by the parties to this contract that the funds received as reporting fees are not and shall not be considered to be pay for hours worked or hours spent in traveling to the place of work.

d. Although said reporting fees are not and are not to be considered as pay for hours worked or hours spent in traveling to the place of work, nevertheless, reporting fees shall be considered as part of the total compensation received by an employee for the purpose of calculating contributions to the Benefits and Pension Trust Funds mentioned in the paragraphs concerning "Pension Plan" and "Benefits Plan" under terms "Applicable to All Locals," and to the Vacation Account maintained and administered by the party of the first part.

e. No payments of reporting fees or travel time will be made to employees entering the industry after October 1, 1969.

8. The rate for traveling time to and from vessels in stream shall be paid at one (1) hour at the prevailing

straight time or overtime rate, as applicable. Employees to supply their own meals, but two dollars (\$2.00) per meal to be allowed by the employer when employees do not work during meal hour.

9. A Central Pay Station, as established by the terms of the previous agreements between the parties, shall continue in operation.

10. In the event any individual or group of men affiliated with the ILA, or Local of the ILA, causes work stoppages, others working under this Agreement who are prevented from performing work as a result of the work stoppages shall be paid only for the actual time they worked and shall not receive pay for the minimum periods guaranteed, nor shall they receive credit for availability during any work stoppages.

11. Meal Hours

a. Meal hours are 6:00 A.M. to 7:00 A.M., 12:00 Noon to 1:00 P.M., 6:00 P.M. to 7:00 P.M., and 12:00 Midnight to 1:00 A.M. The time of fresh night gangs or other labor ordered for 5:00 P.M. to count from 5:00 P.M. without counting the meal hour from 6:00 P.M. to 7:00 P.M. Such gangs are not to be worked beyond 11:00 P.M.

b. No work shall be performed during meal hours except on sailing days to complete discharging or loading a hatch or to shift to another terminal.

The full meal hour rate shall be paid if any part of the meal hour is worked. When work is performed during meal hour the employees shall take one hour lunch period before reporting to next terminal.

c. No employees may demand to work through a meal hour.

d. 12:00 Noon to 1:00 P.M. Mondays through Fridays - straight time days - employees working these meal hours shall be paid at the overtime rate of one and one-half-times the straight time or regular rate. If the employees continue to work beyond the noon meal hour they shall be paid, in addition to the meal hour, the overtime rate until relieved, but not less than a minimum of two hours at such overtime rate. Employees working beyond 3:00 P.M. without having been relieved shall be paid a full hour for each hour or fraction thereof at the rate of twice the overtime rate of one and one-half-times the straight time or regular rate.

e. 12:00 Noon to 1:00 P.M. Saturdays, Sundays or Holidays - 6:00 P.M. to 7:00 P.M. and 12:00 Midnight to 1:00 A.M. - Employees working these meal hours shall be paid at the overtime rate of twice the straight time or regular rate for such meal hour only. If the employees continue to work beyond the meal hour they shall be paid, in addition to the meal hour, the overtime rate of one and one-half-times the straight time or regular rate, but not less than a minimum of two hours at such overtime rate of one and one-half times the straight time or regular rate. Employees working beyond the third hour without having been relieved shall be paid a full hour for each hour or fraction thereof at the rate of four times the straight time or regular rate.

f. 6:00 A.M. to 7:00 A.M. - Employees working this meal hour shall be paid at the overtime rate of twice the straight time or regular rate for such meal hour. If the employees continue to work beyond the meal hour, and finish before 8:00 A.M., they shall be paid, in addition to the meal hour, only one additional hour, at the overtime rate of twice the straight time or regular rate. If the employees continue to work beyond the meal hour, and finish after 8:00 A.M. they shall be paid, in addition to the meal hour, the overtime rate of twice the straight time or regular rate until finished and the prevailing rate for the balance of the time until 12:00 Noon.

g. It is agreed that 6:00 A.M. to 7:00 A.M. is a meal hour in all respects. When this meal hour is taken during weekdays, the employees will be paid the overtime rate of one and one-half times the straight or regular rate from 7:00 A.M. until finished, and the straight time rate until 12:00 Noon; on Saturdays, Sundays, and Holidays, when this meal hour is taken, the employees will be paid the overtime rate of twice the straight time or regular rate from 7:00 A.M. until finished and the overtime rate of one and one-half times the straight time rate until 12:00 Noon. If work continues at 1:00 P.M., the morning prevailing rate will continue to be paid.

12. Minimums

a. With exceptions noted herein, all orders to carry a guarantee of four (4) hours pay for the first period of four (4) hours.

b. Exceptions:

i. When gangs have been employed for an initial period of four (4) hours and are reordered for the next succeeding period of four (4) hours, another four (4) hours minimum is payable, except when finishing a hatch or a ship, when the minimum is to be two (2) hours. If such reordered employees elect to knock off work themselves, they will be paid for the actual time worked, if any (see Article XII, 4.).

ii. When gangs that began work at 7:00 P.M. carry on beyond 8:00 A.M. the next day, they shall be paid the overtime rate until finished, and the prevailing rate for the balance of the time until 12:00 Noon.

iii. Fresh gangs ordered for 7:00 A.M., 5:00 P.M., and 7:00 P.M. are to receive five (5) hours guarantee at prevailing rate, no exceptions.

c. Gangs ordered for the following periods are to receive a four (4) hour guarantee with no exceptions:

i. Saturdays, 8:00 A.M. and 1:00 P.M., Sundays, 8:00 A.M., and 1:00 P.M., Holidays, 8:00 A.M. and 1:00 P.M.

ii. Fresh gangs ordered for 5:00 P.M. are not to be worked beyond 11:00 P.M.

iii. For Midnight starts refer to Article XI.A.2.

Starting Time	Number of Hours Guaranteed
7:00 A.M. for fresh gangs or employees	5
7:00 A.M. for reorders	5
8:00 A.M. for fresh gangs or employees	4
10:00 A.M. for fresh gangs or employees	7
1:00 P.M. for fresh gangs or employees	4
1:00 P.M. when reordered to finish a hatch or ship	Time actually worked, but not less than two (2) hours
1:00 P.M. for other reorders	4
3:00 P.M. for fresh gangs or employees	8
5:00 P.M. for fresh gangs	5 (No extra pay for 6:00 P.M. - 7:00 P.M. meal hour)
7:00 P.M. for fresh gangs or employees	5
7:00 P.M. when reordered to finish a hatch or ship	Time actually worked, but not less than two (2) hours

d. Employees working until 6:00 P.M. shall be considered fresh employees at 7:00 P.M., except when finishing a hatch or ship, when the minimum is to be two (2) hours.

e. When fill-in labor is ordered from the Dispatch Center, the orders must include the notice that fill-ins will get paid to a finish of the particular job when such applies. Failure to so state will require payment as per Minimum Guarantees of the contract.

f. “Get What You Make” -- For replacement orders, the minimum period for an employee for the employee’s first order of the day shall be four (4) hours pay (five (5) hours pay for a 7:00 P.M. start); all others (second job) are “get what you make.”

g. “Hatch Priority” for gangs to be applicable only on break-bulk vessels.

h. When an employee leaves the job for any reason prior to the end of the period, the employer shall replace the employee and the employee leaving the job will not be paid for the period in which the employee left the job, the replacement shall be paid the full period in which they were hired. If the employee replaces his or her self by notifying the Foreman or Gang Carrier by 16:00 for 17:00 hours and the operation continues into the next period, the replacement shall be paid the remaining time from the prior period and any hours worked in the next period, unless it is the employee’s first job of the day in which case the minimum guarantee is to apply. Timely notification advising meal hour intent of working through or breaking shall be provided.

i. The employers have the right to transfer any or all gangs between ships, within or without a terminal. Employers to give notice to Local prior to transfer of gangs. Gangs will follow vessel or barge from Terminal to Terminal. When a vessel or barge is shifting from one terminal to another, the gangs and labor who are prior day ordered to that vessel or barge may shift at any time provided that they receive a minimum eight (8) hour guarantee. Additional time worked beyond eight (8) hours shall be paid according to the

prevailing rate. Original foremen ordered will not shift with the vessel or barge. Additional Foremen shall be prior day ordered.

j. When employees are knocked off work five (5) minutes after the hour or later, they are to be paid one half (1/2) hour. If they are knocked off thirty-five (35) minutes after the hour, they are paid one (1) hour. Gang Carrier, Foreman and Superintendent to agree to the “finish time” of operation.

13. Gang Carriers

a. It is expressly agreed that the Gang Carrier shall be under the orders of the party of the first part, and shall do such work as ordered. Any infringement of this Agreement shall be taken under consideration by the party of the first part and the party of the second part.

b. Shaping fee - Gang Carriers of regularly constituted cargo gangs and regularly constituted Amstar Sugar gangs to be paid one (1) hour at the rate of one and one-half (1-1/2) times the straight time or regular rate for initial shaping of gang. Shaping fee is to be paid Gang Carrier only once whether or not work is performed: provided, however, that when a gang is ordered back after any meal hour the Gang Carrier shall not receive an additional shaping fee.

c. In addition to shaping fee Gang Carrier to receive eight (8) hour minimum guarantee except for 7:00 P.M. order when a five (5) hour minimum guarantee will apply.

Article VI – Pension

1. A Pension Plan, the details of which are contained in an Agreement dated December 20, 1950, as amended from time to time, has been established for the employees

covered by this Agreement. All employers are to make contributions into the Pension Fund for every hour worked and/or paid according to the Trust Agreement. The amounts of contribution established by the Master Contract Agreement may be allocated to fringe benefits as agreed to by the parties.

2. In the event an employer now individually provides insurance, pensions or other welfare benefits for its own employees, an employee so provided for shall choose either the benefits thus provided or the benefits of a generally similar nature available under the agreed Benefits Plan or Pension Plan, it being the intent of this provision that any duplication of coverage be eliminated.

Article VII – Benefits

1. A Benefits Plan, details of which are contained in an Agreement and Declaration of Trust, which is renewed and extended from year to year, with changes in some details, has been established for the employees covered by this Agreement. The amounts of contribution established by the Master Contract Agreement may be allocated to fringe benefits as agreed to by the parties. Subject to concurrence of the STA/ILA Benefits Fund Trustees, the STA and ILA shall put a procedure in place to allow employees to voluntarily contribute additional funds into their annuity accounts for every hour they work if they choose to. Add a PIN (or Port Number) number for each employee. All employers are to make contributions into the Benefits and Annuity Funds for every hour worked and/or paid according to the Trust Agreement.

2. A scholarship fund shall be established as a jointly trustee fund. To establish the fund, \$.05 per man hour shall

be directed from the Benefits Fund for one year only starting April 1, 1984 and ending March 31, 1985.

Article VIII – Container Royalty

1. A Containerization Fund provided for in the terms of the Memorandum of Settlement of December 8, 1959, and the details of which are contained in a Supplementary Agreement signed October 13, 1961, and as amended October 1, 1962, or as modified by the Master Contract, requires that if work is done on containers which are loaded or unloaded away from the pier by non-ILA labor, the following employer contributions, retroactive to July 1, 1960, shall be paid directly into the STA-ILA Pension Fund. Effective January 1, 1971 this Container Royalty (“first dollar”) shall be paid to the Container Royalty Fund established by the parties; effective May 1, 1977, the first Container Royalty payment shall be doubled. Such additional Container Royalty payment shall be used exclusively for supplemental cash payments to employees covered by the Management-ILA agreements and for no other purpose, as follows:

a. On conventional ships, thirty-five (35) cents per gross ton.

b. On partially-automated ships (conventional ships converted for handling vans and containers) where not more than two hatches have been converted for the handling of containers, seventy (70) cents per gross ton.

c. On partially-automated ships (conventional ships converted for handling vans and containers) where not more than forty (40) per cent of the ship’s bale cube has been fitted for containers, seventy (70) cents per gross ton.

d. On ships where more than two hatches have been converted or fitted for the handling of containers, or where

more than forty (40) per cent of the ship's bale cube has been fitted for containers, one dollar (\$1.00) per gross ton.

e. Effective October 1, 1962, an amount of twenty-eight cents (\$.28) per gross ton shall be paid on all containers referred to in the Amended Supplementary Agreement dated as of October 1, 1962, and previous agreements between the parties on all such containers unloaded or loaded from or onto ships in the coastwise or intercoastal trade.

f. Container Royalty – Commencing November 14, 1971, an additional container royalty equal to the present container royalty of \$.35, \$.70, and \$1.00 per gross ton payable as provided in the November 16, 1960 Stein Award to be used for fringe benefit purposes only, other than supplemental cash benefits, which purposes are to be determined locally on a port by port basis. The Second Container Royalty Dollar (not used for supplemental cash benefits) shall be eliminated but the Carriers shall continue to pay the other two container royalties to be used for supplemental cash benefits. As per CONASA contract a premium of \$1.00 per long ton on containerized cargo will be paid to a jointly administered fringe escrow fund maintained by each CONASA port, to be used for fringe benefits. This assessment applies only to cargo not handled into or out of a container by the ILA.

Article IX – Hiring, Ordering and Dispatching

1. Registration Requirements. A Registration of employees by the Steamship Trade Association of Baltimore, Inc., for the purpose of establishing a concentrated work force, having already taken place, the following rules shall apply:

a. No new employees shall be referred for employment in the industry until they have passed the pre-employment examination and as required under the

provisions of the Master Contract and until the joint committees representing the STA and ILA Local 333 formed for this purpose agree.

b. The port identification card issued shall be the sole means of identification for hiring a registered individual. The first card shall be issued without any cost to the individual, but duplicate replacement cards shall be assessed \$5.00 refundable only when the lost card is returned. All employee's social security numbers will be removed from the port identification card. Employees must display port identification cards at all times at the Dispatch Center.

c. A list of all regular organized gangs will be submitted by the ILA to the Steamship Trade Association; also a list of all regular drivers, mechanics, gearmen, etc. for the purpose of identification.

d. All gangs will be registered with the Dispatch Center under the name of the Gang Carrier and the regular members of the gang. To be a registered member of a regular gang, an employee must have met the requirements of the basic work unit. All employees of all crafts will be registered with the Dispatch Center.

e. The employer has the right of first choice of the gangs registered to him for any daily hire.

f. Gangs working for other than the regular employer must return to the regular employer at the next daily hire when requested.

g. All gang members and others must notify the Gang Carrier or employer whenever they are to be absent.

h. No employer will hire any longshoreman not included in the above-mentioned basic workforce until all available men/women of the registered force have been hired, and then only as temporary fill-ins.

i. All fill-ins shall be hired through the Dispatch Center. It is understood and agreed that a mutually agreed upon list of bona fide Gang Carriers of regularly constituted cargo gangs and of regularly constituted Amstar gangs shall not be required to report to the Dispatch Center in the absence of advance orders.

j. No employer, supervisor, Foreman and/or Gang Carrier will hire any fill-ins during the periods when the Dispatch Center is open for fill-ins unless the fill-in has a valid dispatch slip. The Dispatch Center will be open for fill-ins at 6:00 A.M. to 2:00 A.M. except non working holidays. Should there be no fill-ins available or willing at the Dispatch Center, the Center must notify the employers, supervisors and/or Gang Carriers of this fact and make written record of this fact.

k. Gang Carriers must order all fill-in labor for known vacancies for morning and 1:00 p.m. orders through the Dispatch Center by 8:30 a.m.

2. Ordering of Gangs or Other Labor. Employees shall be hired through the Dispatch Center in accordance with Seniority Agreement governing the hiring of employees under the jurisdiction of the Union, and the following procedure shall be adhered to:

a. Preference in hiring employees shall be given to those employees residing in the Port of Baltimore and vicinity who are best qualified for the job by experience and prior employment in the work covered by this Agreement and in accordance with the Seniority System.

b. The employers shall retain the right to reject any employee referred to them through the Dispatch Center who does not meet the mutually agreed upon requirements set forth in the Seniority Agreement.

c. The employers and the Union shall post in all places where notices to all employees and applicants are customarily posted a notice containing all the provisions relating to the functioning of the hiring procedures referred to herein.

d. The selection of applicants for referral to employers shall not be based on or in any way affected by membership in the party of the second part nor by the By-Laws, rules, regulations or provisions of the constitutions of the Union, or by any other aspect or obligation of Union membership policies or requirements, and, to the extent that there are any such rules, regulations, policies, By-Laws or provisions of Union constitutions, such are not to be binding on the Union with respect to this contract.

e. When an insufficient number of employees are available under the hiring procedure set forth in subparagraph a., b., c. and d. above, to perform the work in a satisfactory manner, the party of the first part may employ such other employees as are available, and the employees so employed may continue to work until the end of the day's work for which they were employed, after which the regular hiring procedure will be again followed.

f. The Dispatch Center will close at 3:00 P.M., December 23 and 12:00 Noon on New Year's Eve.

g. Gangs that began work at 7:00 P.M. can only be considered fresh gangs at 8:00 A.M. the next day if they are knocked off not later than 4:00 A.M. that morning, at which time they may be given shipside orders for the same vessel at 8:00 A.M. (pay stops at 4:00 A.M.). They cannot be given shipside orders at 4:00 A.M. for another vessel at 8:00 A.M. or 1:00 P.M. At least an 8:00 A.M. start must be given on all prior day shipside orders.

h. Employers will use best efforts, based on operational information available at time of ordering, to

assign drivers by seniority. If a complaint of violation of seniority should arise, employer will provide documentation of operational information upon request by the Union. In recognition that operational changes occur, it will be the responsibility of a driver to immediately inform the Foreman if the driver believes his seniority is being violated when drivers are reduced at the end of a period or completion of a hatch.

i. Employers shall notify the Dispatch Center prior to the end of the period when reducing labor and make best efforts to specify the amount to be reduced.

3. Ordering Times

a. With exceptions noted herein, ordering of gangs for weekdays, shall be between the hours of 1:00 P.M. and 3:00 P.M.:

i. Monday, for Monday evening at 7:00 P.M., 12:00 Midnight and Tuesday at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M. or 3:00 P.M.

ii. Tuesday, for Tuesday evening at 7:00 P.M., 12:00 Midnight and Wednesday at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M. or 3:00 P.M.

iii. Wednesday, for Wednesday evening at 7:00 P.M., 12:00 Midnight and Thursday at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M. or 3:00 P.M.

iv. Thursday, for Thursday evening at 7:00 P.M., 12:00 Midnight and Friday at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M. or 3:00 P.M.

v. Exceptions:

- No orders for gangs or employees are subject to cancellation.
- Set Back: Solely on Monday, or Tuesday following a Monday holiday, in the event

a vessel cannot be worked due to equipment failure, non-arrival or some similar circumstance, following notification of the Dispatch Center and approval of a Union official and approval not to be unreasonably withheld, the employer may set back an 8:00 A.M. order to either 10:00 A.M. or 1:00 P.M., all existing guarantees shall apply to set backs.

b. Orders placed in the Dispatch Center during ordering hours may be canceled or changed prior to end of ordering period; that is, by 3:00 P.M., Monday through Saturday.

c. 5:00 P.M. orders may be given only for bulk, liquid products, ore and scrap.

d. Ordering of 5:00 P.M. gangs (gangs reporting for work at 5:00 P.M.): On weekdays shall be not later than 8:00 A.M. the same day.

e. With exceptions noted herein, ordering of gangs for weekends shall be:

i. Friday, from 1:00 P.M. to 3:00 P.M. for Friday at 7:00 P.M., 12:00 Midnight and Saturday at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M. and 5:00 P.M.

ii. Saturday, from 9:30 A.M. to 3:00 P.M. for Saturday at 7:00 P.M., 12:00 Midnight and Sunday at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M., 5:00 P.M., 7:00 P.M. and 12:00 Midnight.

iii. Saturday, from 9:30 A.M. to 3:00 P.M. for Monday at 7:00 A.M., 8:00 A.M., 10:00 A.M. 1:00 P.M. and 3:00 P.M.

f. With exceptions noted herein, ordering of gangs for holidays shall be:

i. For holidays falling on weekdays, or Saturdays, given on the previous day from 1:00 P.M. to 3:00 P.M. for 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M., 7:00 P.M., and 12:00 Midnight.

ii. For holidays falling on Mondays, given by 3:00 P.M. on the preceding Saturday.

g. In the event of an emergency after the usual ordering hours, and employees are available and desire to work, the employers are at liberty to employ them, if the following conditions are met:

i. The employer must first notify an official of Local 333 of his intention to hire such men and explain the nature of the emergency which justifies such after-hour hiring.

ii. The official of Local 333 must agree that such an emergency exists.

iii. The official of Local 333, whenever possible, shall be informed of the names of the employees or Gang Carriers who are employed.

4. Shippside Orders

a. Shippside orders shall be permitted at 12:00 Noon, 5:00 P.M., 6:00 P.M., 12:00 Midnight and 4:00 A.M. on any day including Saturdays, Sundays, and holidays. Orders are to be for the next 8:00 A.M. period.

b. If work ceases due to labor knocking itself off, labor may be shipp-sided at any time.

c. If it is known in advance that the same gangs will be needed at 8:00 A.M. the next day on another vessel, orders must be placed in the Dispatch Center not later than 3:00 P.M. the day before, and when they are knocked off not later than 4:00 A.M. on the first vessel, they will be considered

fresh gangs on the second vessel at 8:00 A.M. (pay stops at 4:00 A.M.).

d. At the time of ordering, employers to specify the name of vessel and terminal. It is expressly understood that where a conflict might arise in case the location of a vessel might differ from that given when ordering gangs, gangs shall report to the vessel wherever it might be berthed. ("Conflict" to mean delay of a vessel at a previous pier, preventing shift to a second terminal, or delay of a preceding ship, preventing the berthing of a fresh ship at an intended berth.)

e. There are no restrictions on 7:00 A.M. orders (overtime to be paid for 7:00 A.M./ 8:00 A.M.).

5. Dispatching

a. The Dispatch Center is to be for the exclusive use of those who possess seniority under any ILA Local including 333 and its auxiliary workforce and STA/ILA apprentice program.

b. If a man loses a job in a particular work class through no fault of his own, he shall be placed in an unassigned pool for that particular work class until he has been re-assigned to a new job. No one shall be placed in an unassigned pool if he quits or is terminated for cause. All men in an unassigned pool must apply for all vacancies in the particular work class as they occur; failure to apply will result in being dropped from the unassigned pool. Unassigned pool members shall be hired along with those assigned by port-wide seniority in work class.

c. The Labor Coordinator position is eliminated and his responsibilities will be assumed by the Head Primary Dispatcher.

d. Longshoremen shall be dispatched in accordance with Articles IV and IX of the Cargo Agreement and this Seniority Plan.

e. Longshoremen shall be dispatched according to the following rules:

i. The longshoreman offered employment must be physically qualified to perform the particular job to which he is being dispatched.

ii. All longshoremen present at the Dispatch Center shall be offered employment as temporary gang fill-ins and in accordance with their positions on the Master List in category by port seniority and sequence number.

iii. No longshoreman in a lower seniority group shall be offered employment until all qualified and available employees in the next higher group have been offered employment.

f. Employees shall be hired through the Dispatch Center. The STA of Baltimore, Inc. agrees to pay for the expense of the Dispatch Center and personnel, including Dispatchers. There shall be a minimum of 3 primary dispatchers on Monday through Saturday and a minimum of 1 part time dispatcher on Saturday and Sunday. Additional part time dispatchers shall be assigned on a prior day basis. The 3 primary dispatchers Monday through Saturday shall be assigned to any shift during hours of operation.

i. All primary Dispatchers are salaried.

ii. From October 1, 2004 to September 30, 2005 there shall be a minimum of three (3) Dispatchers (1 head primary and 2 primary) from 6 A.M. until completion of prior day orders.

iii. Increased salary for 3 primary dispatchers: Head Primary Dispatcher - \$95,000; 2 Primary Dispatchers - \$80,000.

iv. All three Primary Dispatchers to receive a 4% increase in years 3, 5, and 6, and shall receive a \$ 2,400 annuity contribution per year.

g. All companies shall rotate relief driver assignments throughout the driver company roster. The STA and ILA 333 wage scale committee to establish procedures within 30 days.

h. The STA and ILA local 333 wage scale committee will meet within 30 days to resolve the issue of terminated employees in the future to seek work through the Dispatch Center for the employer they were discharged from.

i. The function of the Dispatchers shall be to dispatch gangs and employees covered by the Cargo Agreement in accordance with the Hiring and Seniority provisions of the Agreement. The Dispatcher functions shall include “setting up” the Port the day before, dispatching fill-ins from among all other employees not previously ordered, and who are physically present in the Dispatch Center, and such other functions as may be assigned.

j. In the event shipside orders are given to Union Delegates, the same shall be made known to the Dispatchers as soon as is practicable, and the Dispatchers shall update the orders thus affected to ensure that the provisions of this Seniority Plan are followed.

k. In no event shall Dispatchers assign or dispatch any gangs or employees in any way which will be inconsistent with this Seniority Plan.

l. Dispatch of fill-ins and replacements will be facilitated, as mutually agreed, to eliminate late arrival at job site and disruption to operation.

m. The Dispatchers must be approved by the Seniority Board established in the Seniority Agreement between the parties and the Board shall create standards and procedures for the performance of the Dispatcher functions which shall in no way alter or amend, in any way, any portion of the

Cargo Agreement, or supplement thereto, and which shall not be inconsistent with the Seniority Agreement.

n. There shall be a 6:15 A.M. call out for 7:00 A.M. orders.

o. Reporting time to Dundalk and Seagirt is 30 minutes. North and South Locust Point and Fairfield reporting time shall be 45 minutes.

Article X – Manning

A. Gangs

All gangs and detail jobs are frozen as of October 1, 1996. All new gang jobs and detail jobs are subject to bumping in the event that there are layoffs of frozen jobs. The laid-off employee will have a right to bump any less senior person from among those newly hired people. (Refer to 1988 Seniority Board Ruling regarding bump procedure.)

Each employer will put forth its best effort to provide work to all gangs on its permanent roster.

Work assignments to gangs will not be made solely on the basis of numerical calculations of productivity, but also according to qualifications, safety and reliability.

Consolidation and employment opportunities for unfilled gangs to be discussed. Efforts will be made to employ gangs that fill out through consolidation.

The Local shall have the right to question the employer's assessment of productivity, reliability and qualifications of gangs and other labor and when so questioned it shall be the obligation of the employer to demonstrate to the Union its basis for such assessment.

The parties agree that there will be an emergency meeting of the Trade Practice Committee TPC-ILA which will meet immediately and attempt to resolve the problem. Should the TPC-ILA fail to resolve the problem, the formal grievance procedure of the contract will be invoked immediately and the Committee of Six will meet immediately. In the event of a deadlock by the Committee of Six on a grievance, the grievance may be submitted to arbitration by the Union or the STA, but only the Union or the STA, in accordance with the Grievance Procedure set forth in Article XVII.

B. Replacements

All permanent longshoring vacancies (including gang vacancies, gearmen, machine operators, etc.) shall be posted in the Union Hall and Dispatch Center, if any, for a period of two weeks. Each longshoreman on the Master List shall have the right to bid to fill such vacancy, if qualified. (The STA intends to place such vacancies on its website following implementation of its new Magnus operating system.)

The Seniority Board shall fill the vacancy with the employee who is highest on the Master List provided he is qualified to fill the position. Employers to fill permanent positions (foreman, gearman, mechanic, drivers) when a vacancy occurs unless a loss of work or volume eliminating the need for that position is demonstrated by the employer.

C. Adding Gangs

If an employer desires to add another permanent gang to its roster, it shall so advise the Seniority Board. Notice of such intent shall then be posted in the Union Hall and the Dispatch Center where notices are normally posted.

An existing gang may bid for the right to be added to that employer's roster. If more than one gang bids, then the gang

with the highest rating shall be given the opportunity. The rating of a gang shall be established as follows:

Each "A" employee in gang shall entitle gang to 26 points.

Each "B" employee in gang shall entitle gang to 25 points.

Each "C" employee in gang shall entitle gang to 24 points.

Each "D" employee in gang shall entitle gang to 23 points.

Each "E" employee in gang shall entitle gang to 22 points.

Each "F" employee in gang shall entitle gang to 21 points.

Each "G" employee in gang shall entitle gang to 20 points.

Each "H" employee in gang shall entitle gang to 19 points.

Each "I" employee in gang shall entitle gang to 18 points.

Each "J" employee in gang shall entitle gang to 17 points.

Each "K" employee in gang shall entitle gang to 16 points.

Each "L" employee in gang shall entitle gang to 15 points.

Each "M" employee in a gang shall entitle gang to 14 points.

Each "N" employee in a gang shall entitle gang to 13 points.

In the event of a tie, the following point system will be used, only to break ties:

Each Group 1 employee in gang shall entitle gang to 3/4 point.

Each Group 2 employee in gang shall entitle gang to 1/2 point.

Only the Gang Carrier and the first thirteen (13) employees (twelve (12) employees after October 1, 1998) in a gang shall be used in computing the gang's rating.

If a gang bids for and is placed on another employer's roster, it shall automatically be removed from the roster of the employer on whose list it had been.

When no gang bids for transfer to the permanent roster of an employer seeking to add a gang, a new gang shall be formed. Members of the gang, including the gang carrier, shall be selected in accordance with their positions on the Master List in the same manner as provided for filling gang vacancies.

D. Size of Gangs

1. Per Master Contract, a two (2) employee reduction in the total operation of the longshore gang for container and RO/RO ship and barge operations effective October 1, 1996. This reduction shall be the deckman and the relief man. An additional one (1) employee reduction shall take place effective October 1, 1998.

a. Steel, steel products (except long steel), coils slabs, unitized, palletized or crated cargo -- Eleven (11) employees and Gang Carrier.

b. General cargo, loose -- Thirteen (13) employees and Gang Carrier.

c. Additional employees employed at the discretion of employer.

2. It is agreed that on any new operations during the life of this Agreement the minimum number of employees employed is to be in accordance with the terms of this Agreement. Where hardship is claimed by employees or employer, said hardship shall be handled as provided for in Article XVII herein except as provided for in Article X.D. as applicable.

3. The minimum number of employees in gang when loading or discharging containers shall be sixteen (16) employees including Gang Carrier. In any event, the Master Contract controls the minimum number of employees in gang when loading or discharging containers. As per the Master Contract, an additional one (1) employee reduction in the gang shall take effect October 1, 1998. The reduction effectuated as of October 1, 1996, included the deckman and the relief man.

4. Gangs working bagged fertilizer at Mathieson and Davison Chemical piers to be same size as general cargo gangs.

5. Except to the extent modified in Paragraphs 1.a. and 1.b. above, the minimum number of employees in gang when loading or discharging open top freight shall be sixteen (16) employees including Gang Carrier, not less than eight (8) holdmen discharging and eight (8) holdmen loading.

6. The minimum number of employees in gang when discharging bulk cargo shall be fifteen (15) employees

including Gang Carrier, not less than ten (10) holdmen, except as provided for in Paragraphs 7. and 13. below.

7. The minimum number of employees in gangs when working bulk with grabs or magnets shall be eight (8) employees, including Gang Carrier when used. When ILA labor is required for loading coal in bulk, the eight (8) employees will consist of four (4) shovelers, two (2) drivers, one (1) signalman, and one (1) Gang Carrier.

8. The minimum number of employees in gang shall be sixteen (16) employees including Gang Carrier when loading and or discharging automobiles.

9. The minimum number of employees in gang shall be twelve (12) including Gang Carrier when discharging firebrick, Knock-downs, crated dolomite, plywood, logs, hogsheads of tobacco, newsprint, skids of paper and rolls of paper of 1,000 lbs. or more, tinplate, packaged steel sheets or similar heavy metallic units such as welding rods, conduit pipe, pigs of lead, copper billets, aluminum bars, zinc bars, tin bars, and steel angles which have been unitized at the point of origin, and all other unitized and palletized freight including supersacks. For all freight not unitized or palletized, the minimum number of employees in gang shall be fourteen (14) employees including Gang Carrier.

10. Loose lumber when placed on the pier, excluding regular lumber terminals, shall be eighteen (18) employees including Gang Carrier.

11. Minimum number of employees in gang when loading and/or discharging with outside floating heavy lift equipment shall be sixteen (16) employees including Gang

Carrier. Seventeen (17) employees including Gang Carrier shall be used in all gangs where live booms are operated. (This does not apply to single booms). When using ship's heavy lift gear, number of employees in gang to be eighteen (18) employees including Gang Carrier. It is understood and agreed that when one employee can operate the ship's heavy lift gear, the gang size shall be sixteen (16) employees including Gang Carrier. When shoreside cranes are used, and ship's winches are not in use, it is understood and agreed that top men, normally assigned to drive winches, will work within their craft. Further, when heavy lift booms are used to load general cargo, general cargo gang shall be used. Crane operators and/or deckmen shall work as a signalman within gangs as directed by the foreman or Gang Carrier on RO/RO and automobile vessels.

12. Minimum number of employees in gang when loading or discharging (newsprint) barges (other than LASH barges) shall be eleven (11) employees including Gang Carrier, not less than four (4) holdmen.

13. Minimum number of employees in gang when loading and/or discharging scrap steel or pig iron with magnets shall be four (4) employees, including Gang Carrier. When loading scrap steel using trays filled by trucks, the manning shall be as follows when working two (2) cranes: one (1) foreman, two (2) gangs of one (1) + four (4), five (5) shotgun drivers, two (2) dozer operators, two (2) signalmen, two (2) spotters.

14. No gang shall post for 14th, 15th, 16th or 17th employee after October 1, 1996. After October 1, 1998, no gang shall post for a 13th employee. These positions will be filled through the Dispatch Center. All gangs that presently have seventeen (17) employees (December 1, 1990) shall be reduced through attrition.

15. Consolidation and employment opportunities for unfilled gangs to be discussed. Efforts will be made to employ gangs that fill out through consolidation.

16. When hooks are used on bale cargo - four (4) employees in hold.

17. When six (6) tractor drivers are used on the pier, one (1) additional employee to be employed as relief driver. When seven (7) to twelve (12) tractor drivers are used on the pier, two (2) additional employees to be employed as relief drivers. No additional employees to be employed when one (1) , two (2) , three (3) , four (4) , five (5) tractor drivers are used in a pier operation only. If anticipating a continuous four (4) hour operation of tractor drivers split between ship and pier, one (1) additional employee to be employed for every four (4) tractor drivers. Relief Drivers on PC/TC (auto) and RO/RO vessels - one (1) relief driver for each twelve (12) working drivers (e.g., 1 for 12, 2 for 24, 3 for 36, etc.). There shall be no requirement for relief drivers on container ship/barge operations. There will be a relief driver employed for three (3) or more straddle carrier operators employed within the direct employer's terminal complex. This will not apply to any other terminal drivers. Relief men employed for any of these operations to be so designated and to perform relief duties only. All companies shall rotate relief driver assignments throughout the driver company roster. In the event tractor drivers who are ordered as relief men do not report for work, the employer has the right to change his relief men and should then notify a Dispatcher at the Central Dispatch Center of the change by 8:15 A.M., so that he may be replaced by another driver. After the first four (4) hour minimum, no tractor driver ordered back will be knocked off until a gang or gangs are knocked off. If gangs continue to work beyond 5:00 P.M., tractor drivers may be knocked off at 5:00 P.M. at the discretion of the employer.

18. After their first four (4) hour minimum no tractor drivers shaping will be paid unless the gangs with which they are assigned to work shape also.

19. If during the second period a commodity change not requiring tractor drivers is made, the drivers will perform such work as directed by the employer, such as picking up and transferring gear, stacking pallets, and such other work as may be performed with mechanical equipment excluding the receiving and delivering of freight. Mechanical equipment does not include ship's gear.

20. When two (2) toploaders are used in connection with a ship operation, three (3) drivers will be employed, one (1) of whom is a relief man.

21. When two (2) straddle carriers are used in connection with a ship operation, three (3) drivers will be employed, one (1) of whom is a relief man.

22. If a driver is moved to another piece of equipment during any period, the higher wage scale will be paid for the entire period.

23. On the front door or yard operation, the employer will hire and cut back by seniority where the operation is within the same work area.

24. Gangs and drivers working automobile ships only to drive to and from final place of rest. Single handling of all automobiles at discretion of the employer.

25. Trimming gangs to remain intact at all times.

26. Operators of bulldozers are to operate bulldozers only.

27. Gearmen, when employed as such, to be employed solely for maintaining equipment for stevedores, including the movement to and from the vessel and they should not be used for any other purpose. Gearmen, mechanics and gasoline truck drivers when employed as such shall be members of the ILA. Only mechanics and gearmen, if required, shall work maintaining equipment during legal ILA strike periods. Employer to replace mechanics' broken tools provided that the broken tools are turned in to the employer.

28. All mechanics and gearmen assigned to a company are to be guaranteed forty (40) hours, Monday through Friday, holidays excepted.

29. When livestock is loaded in walk-on, walk-off operation, sixteen (16) employees including a Gang Carrier shall be used.

30. Two (2) gangs of not more than eight (8) employees each including Gang Carriers will be used in bulk sugar discharge operation. Gangs will be deployed at the discretion of the employer with the exception that they shall remain intact at all times. It is also understood that the employer will have the sole and exclusive right to hire the personnel necessary to operate their cranes at their discretion.

31. Minimum Amstar trimming gang size shall be two (2) trimmers plus a Gang Carrier.

32. Forest Products Manning for Lift-on/Lift-off vessels shall be, at a minimum:

a. Year 1 – Gang Carrier and 10 men (reduced by one (1) deckman)

b. Year 2 – Gang Carrier and 9 men (reduced by one (1) longshoreman)

33. When discharging woodpulp with a spreader using 24 sets of hooks, i.e. 48 hooks, the employer will hire an additional 2 longshoremen in the gang.

34. Four (4) utility men will be hired to work with each container gang, except barges, but they will not be part of the Master Contract Container Gang.

35. The four (4) utility men will be supervised by the Gang Carrier, who will coordinate the utilization of the four (4) utility men with the ship foreman in order to maximize efficiency of the operation and to increase productivity. It is understood that the four (4) utility men cannot be employed in any activities other than those directly associated with the ship and normally performed by a member of the gang, including, but not limited to, the lashing and un-lashing of containers, climbing, driving and as outsiders, or any combination thereof.

36. In the event the Gang Carrier leaves the job site (ship) at any time and for whatever reason, the ship foreman has the sole responsibility and right to direct the utilization of the four (4) utility men; and any assignment given to the four (4) utility men under such circumstances cannot be countermanded until the assigned task has been completed. Three (3) of the four (4) utility men are to be hired off the employer's shipdriver list, the fourth (4th) employee will be hired from the Dispatch Center.

37. In the event of a change of commodities the gang or gangs must not be reduced until the end of the working period, viz.: 12:00 Noon, 5:00 P.M., 6:00 P.M., 12:00 Midnight, or 6:00 A.M., night shift.

E. Foremen

1. When six (6) members of the Union are employed, then a pier foreman, a member of Local 333, must be

employed. Foremen shall be covered by and subject to all the provisions of this Agreement and shall be represented by the Union. Present foremen shall receive same differential benefits as during expired contract.

2. It is understood and agreed that foremen are covered by the Seniority System.

3. Straight time or regular rate to be \$1.50 above base longshore straight time or regular rate. All orders for foremen to carry a minimum of eight (8) hours at the straight time or regular rate.

4. Regular foremen engaged in vessel operations shall be guaranteed forty (40) hours per week Monday through Friday, 8:00 A.M. to 5:00 P.M. When a regular Ship Foreman works on holidays which fall Monday through Friday, eight (8) hours per such holiday will be included as part of the forty (40) hour guarantee, but the Regular Ship Foreman will be paid time and one-half the straight time or regular rate for such work. Regular Ship Foreman shall be paid to 6:00 P.M. as a minimum when ship operations continue past 12:00 Noon. Guaranteed foreman to work weekends and overtime as requested to finish the ship. This provision is not intended to require foremen to work more consecutive hours than realistic under the circumstances. If a regular ship/front door foreman does not work on holidays, he will not be paid. Companies will establish a front door and ship list for foremen.

5. On container ships in addition to a ship foreman, there will be assigned an additional foreman per gang on the pier to work at the direction of the party of the first part.

6. There will be a foreman assigned for each gang working on the RO/RO end of a ship.

7. Container Barges shall require only one (1) foreman per gang.

Article XI – Hours of Work

A. Vessel Starting Times

1. There shall be starting times on vessels at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M., 7:00 P.M., and 12:00 midnight. Present guarantees shall be applicable to all starting times with the exception of 10:00 A.M. and 3:00 P.M. starts, which shall incur a seven and eight hour guarantee respectively. All hours prior to 8:00 A.M. and after 5:00 P.M. will be paid at the rate of time and 1/2 of the straight time rate. Saturday, Sunday or ILA holidays, the prevailing overtime rate shall be paid.

2. The employer may implement a midnight start on all vessels. There shall be a minimum guarantee of eight (8) hours to be paid at six (6) hours at 1 1/2 the straight time rate or regular overtime rate and two (2) hours at twice the straight time rate or regular rate. Gangs shall not be worked beyond 7:00 A.M. except to finish a vessel. If men continue to work beyond 7:00 A.M., men will be paid in addition to the above the overtime rate of twice the straight time or regular rate for each hour or fraction thereof until finished. In addition if the men continue to work beyond 8:00 A.M. they shall be paid the overtime rate of twice the straight time or regular rate for each hour or fraction thereof until finished and the prevailing rate for the balance of the time until 12:00 noon.

3. All other time except meal hours and specified penalty hours but including the legal holidays specified herein, shall be considered overtime and shall be paid for at the overtime

rate of one and one-half times the straight time or regular rate as specified in Article V herein.

4. “Staggered” Meal Hours for Terminal Operations. The employer shall have the option of implementing staggered meal hours to allow for continuous operations. Meal hours may be taken either during the 4th or 5th hour of operation. Meal hours for individual employees will be designated at the beginning of each workweek and will be effective for that workweek.

Article XII – Safety and Training

1. The employer will be guided by safety considerations in its ordering employees to work in inclement weather. If in the opinion of the ship foreman an unsafe condition exists due to inclement weather he will immediately inform the employer. If the employer deems it is unsafe to work, employees will be paid for time while standing by.

2. Employer to provide suitable and agreed-upon (consideration of durability and cost) rain gear. Employer to supply raingear once a year and replace damaged gear upon the return of damaged gear to the employer. STA will supply rain gear once a year to unassigned employees.

3. The employer reserves the right to order employees to work in inclement weather and will pay an additional premium of \$2.50 per hour on all vessels and barges, except bulk vessels, excluding terminal operations. When employees work in inclement weather, they will be paid the \$2.50 additional premium for the full period. All companies are to list all of the wages/hours pertaining to inclement weather pay on pay stubs in itemized manner. The parties agree that this change in the itemization of each employee’s wage stub will require a reasonable period of time to implement.

4. It is understood that if the men refuse to work, they will be paid only for the time worked, if any, but will not be paid anything if no work was performed. Such employees will be immediately replaced and the replacement's time starts when the original employee's time stops.

5. When rubbers are required for handling wet cargo or explosives, or leather hand pads or gloves for barbed wire, they shall be provided by the employer, but same are to be returned by the employees at the end of the day. If not returned, cost of the article to be charged to the employees failing to return same. Protective clothing will be provided by the employer when handling bagged Sodium Bichromate.

6. All employers are required to issue \$75.00 credit slips for OSHA approved safety shoes/boots to all 333 employees on their regular company roster list annually.

7. The STA or employer companies will supply vests, hard hats, and other agreed upon safety equipment required for working on the docks for all Local 333 members and auxiliary workforce members.

8. Employees hired daily as mechanics/gearmen are to be provided with adequate clothing/uniforms (i.e., coveralls) at employer's expense.

9. STA will establish comprehensive training and apprenticeship programs for crane operators, mechanics/gearmen and additional training for yard hustler and equipment operators. The STA and the Union wage scale committee will meet within 30 days to establish programs.

10. All automobiles being towed must use a tow bar or dolly. No straps, ropes, or chains may be utilized. Procedures to implement this new policy will be developed by the employers as soon as practicable.

Article XIII – Holidays

A. Holiday Pay (See Schedule II)

B. Legal Holidays

1. Legal Holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Sunday, Decoration Day, Fourth of July, Labor Day, Defender's Day, Columbus Day, Thomas W. Gleason's Birthday, Election Day (Presidential and Congressional Elections which fall on the first Tuesday after the first Monday in November), Veterans Day, Thanksgiving Day, Christmas Day, and such other new National and State Holidays as may be created and proclaimed by Executive Authority.

2. In addition to the overtime rate of one and one-half times the straight time or regular rate required to be paid for all work performed on these holidays, as specified in this Agreement, any employee, who, for the fiscal year from October 1 through September 30, receives from members of the Steamship Trade Association of Baltimore, Incorporated, credit for not less than 800 hours is to receive payment at the rate of eight hours each at the straight time or regular rate for sixteen (16) holidays, which are: Good Friday, Decoration Day, New Year's Day, Lincoln's Birthday, Washington's Birthday, Thanksgiving Day, Columbus Day, Veterans Day, Defender's Day, Fourth of July, Labor Day, Martin Luther King, Jr.'s Birthday, Christmas Eve, Christmas Day, New Year's Eve and Thomas W. Gleason's Birthday.

3. Payment for the holidays specified in this Article shall be made at the end of the first full week of December and employers shall not be required to make payment for them as they occur.

4. There shall be no pay for holidays for all forty-hour guarantee employees except when worked.

5. It is understood that only baggage and mail be handled on New Year's Day, Labor Day, Fourth of July, Christmas Eve (December 24), Christmas Day, and Easter Sunday, Christmas Eve work to terminate at 6:00 A.M., December 24; New Year's Eve, Labor Day, Fourth of July and Easter Eves work to terminate at 6:00 P.M.

Article XIV – Vacation

A. Vacation Pay (See Schedule II)

B. Vacation Credits

1. Any employee, who for the fiscal year from October 1 through September 30, receives from members of the Steamship Trade Association of Baltimore, Incorporated, credit for not less than 675 hours and not more than 1099 hours, is to be granted one week's vacation pay; if he receives credit for not less than 1100 hours and no more than 1299 hours, he is to be granted two weeks' vacation pay; if he receives credit for not less than 1300 hours, and provided he has received credit for not less than 675 hours in each of two of the three preceding fiscal years, he is to be granted three weeks' vacation pay; and if he receives credit for not less than 1300 hours, and provided he has received credit for not less than 675 hours in each of five of the six preceding fiscal years, he is to be granted four weeks' vacation pay for the fiscal year referred to, irrespective of whether such hours were paid for at the straight time (regular) or overtime rates. Six weeks' pay is to be granted any employee who receives from members of the Steamship Trade Association of Baltimore, Inc., from October 1 through September 30,

credit for not less than 1500 hours, and provided he has received credit for not less than 675 hours in each of ten (10) of the twelve (12) preceding fiscal years, for the fiscal year referred to, irrespective of whether such hours were paid for at the straight time (regular) or overtime rates.

2. Effective October 1, 1969, vacation pay will be paid within thirty days after each quarter to all employees who were eligible for such vacation pay during the quarter. Rates for the fiscal years are under each Local's individual contract language.

3. Upon presentation of orders, employees who have earned vacation pay will be advanced the vacation pay before serving National Guard active duty and/or U.S. Military Reserve active duty.

4. Employees who are unable to work in all or part of the qualifying years by reason of sickness, injury, or disability which qualifies them for workmen's compensation, or who receive unemployment compensation, and whose absence from the industry as unable to work has been certified by the standards established by the Steamship Trade Association shall receive credit toward computation of vacation eligibility at the rate of twenty (20) hours per week during such sickness, injury, or disability, or during the period workmen's compensation is received. Employees shall receive credit toward vacation eligibility for the periods during which benefits are received from the STA-ILA Benefits Fund or up to a maximum of 675 hours.

5. Any employee who worked qualifying hours under collective bargaining agreements in each of the years used for computation of vacation eligibility preceding his induction into the Armed Services of the United States, and who by reason of such service was unable to qualify in the qualifying years shall be given eligibility credit to twenty (20) hours per week for the period of time actually in the

Armed Services of the United States toward the computation of vacation eligibility, provided such employee is other than dishonorably discharged from the Armed Services and returns to the industry within ninety (90) days of his release from active duty.

6. Full-time Union officers (those for whom the Union makes contributions to the Pension and Benefits Plans) and Union member employees of the STA-ILA Pension and Benefits Funds shall retain their eligibility for vacation. They shall not receive a vacation from the Steamship Trade Association while in office, but shall be given sufficient credit to insure that their term of office shall not disqualify them from being eligible for such vacation in any year immediately following the end of term of such office.

Article XV – Non-Discrimination

There shall be no discrimination by any employer against any members of the Union, nor shall the Union discriminate against employer. There shall be no discrimination by any employer against any members of the Union because of their Union membership, nor shall either any employer or the Union discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, or sex.

The parties have negotiated and established an Anti-Discrimination Policy for the Port of Baltimore, the contents of which are incorporated herein by reference.

Article XVI – Drugs and Alcohol

The parties, through the STA-ILA Drug & Alcohol Abuse Committee, have negotiated and established an STA-

ILA Program for Drug and Alcohol Abuse for the Port of Baltimore, the contents of which are incorporated herein by reference.

Article XVII – Grievance Procedure

1. Grievance. Should any dispute, disagreement or controversy, including all issues involving the application and/or interpretation of the terms of this Agreement, hereinafter referred to as a grievance, arise between an individual member or members of the STA and the Union during the term of this Agreement, the employees shall continue to work pending the resolution of the grievance in the following manner:

a. The party initiating the grievance (the Union or the STA) shall give notice of the existence of the grievance as soon as possible to the other party.

b. The grievance shall be referred in writing as soon as possible to the next regularly scheduled meeting of the Trade Practice Committee or to an emergency meeting which may be called by either party with twenty-four (24) hours written notice which may be waived by the parties. Trade Practice Committee Meetings to be regularly scheduled a minimum of three times per year, i.e., every 120 days. The Committee shall consist of five (5) persons designated by the STA, one (1) of whom shall be a representative of the STA and one (1) of whom shall be a representative of the individual employer or employers involved in the grievance, with the remaining members as designated by the STA, and a number of persons designated by the Union but not more than five (5), one (1) of whom shall be the highest available resident official of the ILA and one (1) of whom shall be the highest available official of the ILA Local involved. The Committee shall meet to discuss the grievance and, with

each side designating an equal number of voting members which shall not be less than three (3), attempt to resolve the grievance.

c. In the event that the grievance is not resolved at the Trade Practice Committee, and upon written notice by either party which may be waived by the parties, a Committee of Six consisting of three (3) persons designated by the STA, one (1) of whom shall be a representative of the employer or employers involved and the remaining individuals designated by the STA, and three (3) persons designated by the Union, one (1) of whom shall be the highest available resident official of the ILA and one (1) of whom shall be the highest available official of the ILA Local involved, shall meet as soon as possible to attempt to resolve the dispute. A decision by the majority of this Committee shall be final and binding.

2. Arbitration. In the event of a deadlock by the Committee of Six on a grievance, the grievance may be submitted to arbitration by the Union or the STA, but only by the Union or the STA, in accordance with the following procedure:

a. Written notice of the submission of the grievance to arbitration shall be furnished by the party desiring arbitration to the other party within twenty (20) days after the deadlock by the Committee of Six. Within five (5) working days after receipt of the written notice of arbitration, the STA and the Union may attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the STA and the Union are unable to agree upon the arbitrator within said five (5) working days, the party desiring arbitration shall request the Federal Mediation and Conciliation Service to submit to the STA and the Union a list of seven (7) arbitrators limited to arbitrators who reside within Region 7 and who are members of the National Academy of Arbitrators. Within

five (5) working days after receipt of the list of arbitrators, the STA and the Union shall confer and shall alternatively strike names from said list until one (1) name remains who shall be the arbitrator to hear and determine the dispute.

b. The fee and expenses of the arbitrator and the expense of the room where the arbitration hearing is held, if other than the offices of the STA or the Union, shall be shared equally by the STA and Union.

c. The arbitrator shall not have the authority to amend or modify any of the terms of the applicable Collective Bargaining Agreement. The arbitrator shall determine any questions of arbitrability.

d. The decision of the arbitrator shall be final and binding upon the STA, its constituent members, the Union and the employees covered by this Agreement. A decision by the Union not to submit a grievance to arbitration shall also be final and binding upon the employees covered by this Agreement.

Article XVIII – Discipline

1. No employee shall be disciplined in any fashion without prior notice to the Union. The discipline which may be imposed against an employee without prior approval of the Union shall be limited as follows:

a. Pilfering or broaching of cargo, theft, use or carrying of dangerous weapons on the employers' premises and willful destruction of property, and fighting (taking into consideration all of the relevant circumstances) are Major Offenses which may be dealt with as the circumstances may require, including discharge.

b. No employee shall be disciplined for other than a Major Offense unless:

i. prior written notices of such proposed discipline, including proposed warning letters, is given to the Union, which shall have a reasonable opportunity to respond before such action is implemented; and

ii. the employee has received at least one prior written warning for the same or equivalent offense within the last twelve (12) months in the case of a suspension for three (3) days or less or at least two (2) prior written warnings for the same offense within the last twelve (12) months in the case of a suspension for from four (4) to seven (7) days, or has received at least three written warnings for the same offense within the last twelve (12) months in the case of a suspension for from eight (8) to thirty (30) days, or has been suspended for more than seven (7) days within the last twelve (12) months in the case of termination.

2. Employees failing to report for prior day orders or not reporting back for the next period without timely notification to employers will be left off next day orders and subsequent orders until employee contacts employer. Additionally, the employee will receive a warning for each infraction. The accumulation of three (3) warnings within a twelve (12) month period, will result in a five working day suspension. If after the first suspension the employee accumulates two (2) additional warnings, making a total of five, the employee will be suspended for thirty (30) days. During suspension period employee's work classification will be changed to "OO".

3. No prior written warnings or suspensions shall be utilized for disciplinary purposes for incidents occurring more than one year from the date of the warning or the last day of the suspension period. Any grievances or disputes hereunder may be submitted to the grievance procedure and, in the case of termination, the parties agree that the grievance procedure shall be expedited to the maximum extent possible

and that any award requiring reinstatement shall be given effect immediately without regard to any appeal rights. In no event will warning letters be issued for incidents occurring prior to the effective date of this Agreement.

4. Smoking shall only be permitted in outside acceptable designated areas.

Article XIX – Most Favored Nation Clause

If at any time during the term of this Agreement, the ILA or any of its affiliated Locals enters into a collective bargaining agreement with a competitor of any employer member of the STA, the terms of such collective bargaining agreement will at the option of the STA, be deemed to be incorporated into this Agreement as of the date of ratification by the ILA. Upon such incorporation, inconsistent provisions of this Agreement shall be immediately canceled. The ILA will provide the STA with copies of its collective bargaining agreements with competitors of STA employer members immediately upon their ratification by the ILA.

Article XX – Modification of Agreement

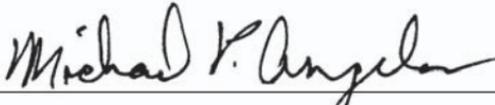
No one shall make any change in this Agreement; make any adjustment, render any decision or interpretation of any provision thereof which shall be binding on any of the parties therein, except in the manner provided for in Article XVII.

Article XXI – Term of Agreement

The term of the Agreement shall be six years. The effective date of this Agreement shall be October 1, 2004 and it shall

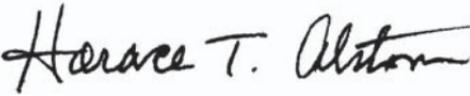
expire on September 30, 2010 in accordance with the new Master Contract signed between the United States Maritime Alliance (USMX) and the International Longshoremen's Association, AFL-CIO.

STEAMSHIP TRADE ASSOCIATION
OF BALTIMORE, INCORPORATED



Michael P. Angelos, President

I.L.A. LOCAL 333



Horace T. Alston, Lead Trustee

I.L.A. LOCAL 333



John A. Shade, Sr., Co-Trustee

SCHEDULE I

Summary of Multi-Tiered Master Contract Pay Rates

For the Contract Years Ending 09/30/05 – 09/30/10

	CONTRACT YEAR						
	2004 – 2005	2005 – 2006	2006 – 2007	2007 – 2008	2008 – 2009	2009 – 2010	
<i>Entering the Industry:</i>							
Before 12/01/90	\$28.00	\$28.00	\$29.00	\$29.00	\$30.00	\$31.00	
12/01/90 – 09/30/96	\$23.00	\$23.00	\$25.00	\$25.00	\$26.50	\$28.00	
10/01/96 – 09/30/01	\$19.00	\$19.00	\$21.00	\$21.00	\$22.50	\$24.00	
10/01/01 – 09/30/02	\$18.00	\$18.00	\$20.00	\$20.00	\$21.50	\$23.00	
10/01/02 – 09/30/04	\$17.00	\$17.00	\$19.00	\$19.00	\$20.50	\$22.00	
10/01/04 – 09/30/05	\$16.00	\$16.00	\$18.00	\$18.00	\$19.50	\$21.00	
10/01/05 – 09/30/06		\$16.00	\$18.00	\$18.00	\$19.50	\$21.00	
10/01/06 – 09/30/07		\$16.00	\$16.00	\$16.00	\$17.50	\$19.00	
10/01/07 – 09/30/08			\$16.00	\$16.00	\$17.50	\$19.00	
10/01/08 – 09/30/09					\$16.00	\$17.50	
10/01/09 – 09/30/10						\$16.00	

WAGE SCALE DIFFERENTIALS

NON-CONTAINERIZED CARGO

		S/T	O/T
a	FOREMEN	\$1.500	\$2.250
b	GENERAL CARGO		
	Gang Carrier (Min. 8-5, 8 hrs.)	\$0.350	\$0.525
	Leaders & Deckmen	\$0.150	\$0.225
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane) *	\$2.000	\$3.000
	Holdmen & Wharfmen	\$0.000	\$0.000
c	CEMENT IN BAGS, LIME IN BAGS, BULK, INCLUDING BALLAST		
	Leaders & Deckmen	\$0.200	\$0.300
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane) *	\$2.000	\$3.000
	Holdmen & Wharfmen	\$0.050	\$0.075
	Gang Carrier	\$0.400	\$0.600

* Based on Containerized BW

WAGE SCALE DIFFERENTIALS

NON-CONTAINERIZED CARGO

		S/T	O/T
d	TRACTOR DRIVERS		
	Fork Lift Auto	\$0.150	\$0.225
	Toploader & Straddle Carrier, 15 ton and over Tractor	\$1.250	\$1.875
	Bulldozer Operators	\$0.250	\$0.375
	Yard Hustlers	\$0.650	\$0.975
e	MECHANICS & GEARMEN	\$0.250	\$0.375
f	RUBBER WHERE TALC HAS BEEN USED IN STOWAGE (the rate to apply while discharging)		
	Leaders & Deckmen	\$0.250	\$0.375
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$5.500	\$8.250
	Holdmen & Wharfmen	\$0.100	\$0.150
	Gang Carrier	\$0.450	\$0.675

WAGE SCALE DIFFERENTIALS

NON-CONTAINERIZED CARGO

		S/T	O/T
g	<i>DAMP HIDES, CREOSOTED LUMBER & PRODUCTS ALL COPRA, SODA ASH IN BAGS, TOXAPHENE (COTTONDUST) IN BAGS, RED OXIDE IN BAGS, RAW BONES IN BULK, NAPHTHALENE IN BAGS, CHRYCILLIC ACID IN DRUMS ON DECK, CALCIUM CYANIMIDE IN BAGS, BARBSACO ROOT FISHMEAL, BONE MEAL, ANY CARGO CARRYING A POISONOUS LABEL, CASTOR BEANS, BAGGED SODIUM BICHROMATE, GRAPHITE AND PLUMBAGO</i>		
	Leaders & Deckmen	\$0.300	\$0.450
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$5.500	\$8.250
	Holdmen & Wharfmen	\$0.150	\$0.225
	Gang Carrier	\$0.500	\$0.750
h	<i>REFRIGERATOR – FROZEN</i>		
	Leaders & Deckmen	\$0.350	\$0.525
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$5.500	\$8.250
	Holdmen & Wharfmen	\$0.200	\$0.300

WAGE SCALE DIFFERENTIALS

NON-CONTAINERIZED CARGO

		S/T	O/T
	Gang Carrier	\$0.550	\$0.825
i	<i>HANDLING COAL FROM SHIPS HOLD TO BUNKER SPACE</i>		
	Leaders & Deckmen	\$0.150	\$0.225
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$5.500	\$8.250
	Holdmen & Wharfmen	\$0.000	\$0.000
	Gang Carrier	\$0.350	\$0.525
j	<i>OLD COAL-RESTRICTED SPACES</i>		
	Leaders & Deckmen	\$0.675	\$1.0125
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$5.500	\$8.250
	Holdmen & Wharfmen	\$0.525	\$0.7875
	Gang Carrier	\$0.875	\$1.3125

WAGE SCALE DIFFERENTIALS

NON-CONTAINERIZED CARGO

		S/T	O/T
k	<i>CARGO DAMAGED BY EITHER FIRE OR WATER, OR IN A DISTRESSED CONDITION</i>		
	Leaders & Deckmen	(BW + \$0.15) * 2 **	ST Calc * 1.5
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	(BW + \$6.00) * 2	ST Calc * 1.5
	Holdmen & Wharfmen	BW * 2	ST Calc * 1.5
	Gang Carrier	(BW + \$0.35) * 2	ST Calc * 1.5
1	<i>EXPLOSIVES, AT PIER OR DOWN THE BAY, OR CARGO STRANDED ON VESSELS</i>		
	Leaders & Deckmen	(BW + \$0.15) * 2 **	ST Calc * 1.5
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	(BW + \$6.00) * 2	ST Calc * 1.5
	Holdmen & Wharfmen	BW * 2	ST Calc * 1.5
	Gang Carrier	(BW + \$0.35) * 2	ST Calc * 1.5

** BW - Base Wage; ST Calc - Calculated Straight-Time Wage

WAGE SCALE DIFFERENTIALS

		S/T	O/T
m	CHRYCILLIC ACID IN DRUMS STOWED UNDER DECK		
	Leaders & Deckmen	(BW + \$0.15) * 2	** ST Calc * 1.5
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	(BW + \$6.00) * 2	ST Calc * 1.5
	Holdmen & Wharfmen	BW * 2	ST Calc * 1.5
	Gang Carrier	(BW + \$0.35) * 2	ST Calc * 1.5
a	FOREMEN	\$1.500	\$2.250
b	GANG CARRIER (Min. 8-5, 8 hrs.)	\$0.350	\$0.525
	Leaders & Deckmen	\$0.150	\$0.225
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$2.000	\$3.000
	Holdmen & Wharfmen	\$0.000	\$0.000
	Toploader, Trainstainer, and 15 ton and over Tractors	\$1.750	\$2.625

** BW - Base Wage; ST Calc - Calculated Straight-Time Wage

WAGE SCALE DIFFERENTIALS

CONTAINERIZED CARGO

	S/T	O/T
Yard Hustler (5th Wheel)	\$1.150	\$1.725
Other Drivers	\$0.150	\$0.225
Gearmen & Mechanics	\$0.250	\$0.375

AUTOS

	S/T	O/T
a FOREMEN	\$1.500	\$2.250
b GANG CARRIER (Min. 8-5, 8 hrs.)	\$0.350	\$0.525
Yard Hustler (5th Wheel)	\$0.650	\$0.975
Toploader, Trainstainer, and 15 ton and over Tractors	\$1.750	\$2.625
Leaders & Deckmen	\$0.150	\$0.225
Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$2.000	\$3.000
Holdmen & Wharfmen	\$0.000	\$0.000
Bulldozer	\$0.250	\$0.375

WAGE SCALE DIFFERENTIALS

<i>AUTO</i>			
		S/T	O/T
	Other Drivers	\$0.150	\$0.225
	Gearmen & Mechanics	\$0.250	\$0.375
<i>RO/RO</i>			
		S/T	O/T
a	FOREMEN	\$1.500	\$2.250
b	GANG CARRIER (Min. 8-5, 8 hrs.)	\$0.350	\$0.525
	Yard Hustler (5th Wheel)	\$0.650	\$0.975
	Toploader, Trainstainer, and 15 ton and over Tractors	\$1.750	\$2.625
	Leaders & Deckmen	\$0.150	\$0.225
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$2.000	\$3.000
	Holdmen & Wharfmen	\$0.000	\$0.000
	Bulldozer	\$0.250	\$0.375
	Other Drivers	\$0.150	\$0.225

WAGE SCALE DIFFERENTIALS

<i>RO/RO</i>			
		S/T	O/T
	Gearmen & Mechanics	\$0.250	\$0.375
<i>BULK SUGAR</i>			
		S/T	O/T
a	FOREMEN	\$1.500	\$2.250
b	GANG CARRIER (Min. 8-5, 8 hrs.)	\$0.350	\$0.525
	Yard Hustler (5th Wheel)	\$0.650	\$0.975
	Toploader, Trainstainer, and 15 ton and over Tractors	\$1.750	\$2.625
	Leaders & Deckmen	\$0.150	\$0.225
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$2.000	\$3.000
	Holdmen & Wharfmen	\$0.000	\$0.000
	Bulldozer	\$0.250	\$0.375
	Other Drivers	\$0.150	\$0.225
	Gearmen & Mechanics	\$0.250	\$0.375

WAGE SCALE DIFFERENTIALS

ORE CARGO			
		S/T	O/T
a	GANG CARRIER	\$1.350	\$2.025
	Leaders & Deckmen	\$1.150	\$1.725
	Crane Operators (e.g. Winchmen, Ship Crane, Shore Crane)	\$5.500	\$8.250
	Holdmen & Wharfmen	\$1.000	\$1.500
	Bulldozer Operators	\$1.250	\$1.875
	Gearmen & Mechanics	\$0.250	\$0.375

SCHEDULE II

Summary of Multi-Tiered Vacation / Holiday Pay Rates

For the Contract Years Ending 2005 – 2010

Eligibility Requirements:		2004 – 2005		2005 – 2006		2006 – 2007		2007 – 2008		2008 – 2009		2009 – 2010	
		Wage Rate:											
1 Week: 675 – 1,099 Hours		\$28.00		\$28.00		\$29.00		\$29.00		\$30.00		\$31.00	
2 Weeks: 1,100 – 1,299 Hours		\$1,120.00		\$1,120.00		\$1,160.00		\$1,160.00		\$1,200.00		\$1,240.00	
3 Weeks: 1,300 & 2 of 3 preceding fiscal years of 675+ Hours		\$2,240.00		\$2,240.00		\$2,320.00		\$2,320.00		\$2,400.00		\$2,480.00	
4 Weeks: 1,300 & 5 of 6 preceding fiscal years of 675+ Hours		\$3,360.00		\$3,360.00		\$3,480.00		\$3,480.00		\$3,600.00		\$3,720.00	
5 Weeks: 1,300 & 8 of 9 preceding fiscal years of 675+ Hours		\$4,480.00		\$4,480.00		\$4,640.00		\$4,640.00		\$4,800.00		\$4,960.00	
6 Weeks: 1,300 & 10 of 12 preceding fiscal years of 675+ Hours		\$6,720.00		\$6,720.00		\$6,960.00		\$6,960.00		\$7,200.00		\$7,440.00	
Holiday: 800+ Hours		\$3,584.00		\$3,584.00		\$3,712.00		\$3,712.00		\$3,840.00		\$3,968.00	
Wage Rate:		\$23.00		\$23.00		\$25.00		\$25.00		\$26.50		\$28.00	
12/01/90 – 9/30/96		\$ 920.00		\$ 920.00		\$1,000.00		\$1,000.00		\$1,060.00		\$1,120.00	
1 Week (40 hours)		\$1,840.00		\$1,840.00		\$2,000.00		\$2,000.00		\$2,120.00		\$2,240.00	
2 Weeks (80 hours)		\$2,760.00		\$2,760.00		\$3,000.00		\$3,000.00		\$3,180.00		\$3,360.00	
3 Weeks (120 hours)		\$3,680.00		\$3,680.00		\$4,000.00		\$4,000.00		\$4,240.00		\$4,480.00	
4 Weeks (160 hours)		\$5,520.00		\$5,520.00		\$6,000.00		\$6,000.00		\$6,360.00		\$6,720.00	
5 Weeks (200 hours)		\$2,944.00		\$2,944.00		\$3,200.00		\$3,200.00		\$3,392.00		\$3,584.00	
Holiday (128 hours)													

<i>Contract Year Ending</i>	<i>2004 – 2005</i>	<i>2005 – 2006</i>	<i>2006 – 2007</i>	<i>2007 – 2008</i>	<i>2008 – 2009</i>	<i>2009 – 2010</i>
Wage Rate:	\$19.00	\$19.00	\$21.00	\$21.00	\$22.50	\$24.00
10/01/96 – 9/30/01						
1 Week (40 hours)	\$ 760.00	\$ 760.00	\$ 840.00	\$ 840.00	\$ 900.00	\$ 960.00
2 Weeks (80 hours)	\$1,520.00	\$1,520.00	\$1,680.00	\$1,680.00	\$1,800.00	\$1,920.00
3 Weeks (120 hours)	\$2,280.00	\$2,280.00	\$2,520.00	\$2,520.00	\$2,700.00	\$2,880.00
4 Weeks (160 hours)	\$3,040.00	\$3,040.00	\$3,360.00	\$3,360.00	\$3,600.00	\$3,840.00
6 Weeks (240 hours)	\$2,432.00	\$2,432.00	\$5,040.00	\$5,040.00	\$5,400.00	\$5,760.00
Holiday (128 hours)	\$2,432.00	\$2,432.00	\$2,688.00	\$2,688.00	\$2,880.00	\$3,072.00
Wage Rate:	\$18.00	\$18.00	\$20.00	\$20.00	\$21.50	\$23.00
10/01/01 – 9/30/02						
1 Week (40 hours)	\$ 720.00	\$ 720.00	\$ 800.00	\$ 800.00	\$ 860.00	\$ 920.00
2 Weeks (80 hours)	\$1,440.00	\$1,440.00	\$1,600.00	\$1,600.00	\$1,720.00	\$1,840.00
3 Weeks (120 hours)	\$2,160.00	\$2,160.00	\$2,400.00	\$2,400.00	\$2,580.00	\$2,760.00
4 Weeks (160 hours)			\$3,200.00	\$3,200.00	\$3,440.00	\$3,680.00
6 Weeks (240 hours)	\$2,304.00	\$2,304.00	\$2,560.00	\$2,560.00	\$2,752.00	\$2,944.00
Holiday (128 hours)	\$17.00	\$17.00	\$19.00	\$19.00	\$20.50	\$22.00
Wage Rate:	\$17.00	\$17.00	\$19.00	\$19.00	\$20.50	\$22.00
10/01/02 – 9/30/04						
1 Week (40 hours)	\$ 680.00	\$ 680.00	\$ 760.00	\$ 760.00	\$ 820.00	\$ 880.00
2 Weeks (80 hours)	\$1,360.00	\$1,360.00	\$1,520.00	\$1,520.00	\$1,640.00	\$1,760.00
3 Weeks (120 hours)	\$2,040.00	\$2,040.00	\$2,280.00	\$2,280.00	\$2,460.00	\$2,640.00
4 Weeks (160 hours)				\$3,040.00	\$3,280.00	\$3,520.00
6 Weeks (240 hours)	\$2,176.00	\$2,176.00	\$2,432.00	\$2,432.00	\$2,624.00	\$2,816.00
Holiday (128 hours)	\$2,176.00	\$2,176.00	\$2,432.00	\$2,432.00	\$2,624.00	\$2,816.00

<i>Contract Year Ending</i>	<i>2004 – 2005</i>	<i>2005 – 2006</i>	<i>2006 – 2007</i>	<i>2007 – 2008</i>	<i>2008 – 2009</i>	<i>2009 – 2010</i>
Wage Rate:	\$16.00	\$16.00	\$18.00	\$18.00	\$19.50	\$21.00
10/01/04 – 9/30/05						
1 Week (40 hours)	\$ 640.00	\$ 640.00	\$ 720.00	\$ 720.00	\$ 780.00	\$ 840.00
2 Weeks (80 hours)	\$1,280.00	\$1,280.00	\$1,440.00	\$1,440.00	\$1,560.00	\$1,680.00
3 Weeks (120 hours)			\$2,160.00	\$2,160.00	\$2,340.00	\$2,520.00
4 Weeks (160 hours)						\$3,360.00
6 Weeks (240 hours)						
Holiday (128 hours)	\$2,048.00	\$2,048.00	\$2,304.00	\$2,304.00	\$2,496.00	\$2,688.00
Wage Rate:		\$16.00	\$18.00	\$18.00	\$19.50	\$21.00
10/01/05 – 9/30/06						
1 Week (40 hours)		\$ 640.00	\$ 720.00	\$ 720.00	\$ 780.00	\$ 840.00
2 Weeks (80 hours)		\$1,280.00	\$1,440.00	\$1,440.00	\$1,560.00	\$1,680.00
3 Weeks (120 hours)				\$2,160.00	\$2,340.00	\$2,520.00
4 Weeks (160 hours)						
6 Weeks (240 hours)						
Holiday (128 hours)		\$2,048.00	\$2,304.00	\$2,304.00	\$2,496.00	\$2,688.00
Wage Rate:			\$16.00	\$16.00	\$17.50	\$19.00
10/01/06 – 9/30/07						
1 Week (40 hours)			\$ 640.00	\$ 640.00	\$ 700.00	\$ 760.00
2 Weeks (80 hours)			\$1,280.00	\$1,280.00	\$1,400.00	\$1,520.00
3 Weeks (120 hours)					\$2,100.00	\$2,280.00
4 Weeks (160 hours)						
6 Weeks (240 hours)						
Holiday (128 hours)			\$2,048.00	\$2,048.00	\$2,240.00	\$2,432.00

<i>Contract Year Ending</i>	<i>2004 – 2005</i>	<i>2005 – 2006</i>	<i>2006 – 2007</i>	<i>2007 – 2008</i>	<i>2008 – 2009</i>	<i>2009 – 2010</i>
<i>Wage Rate:</i>				\$16.00	\$17.50	\$19.00
<i>10/01/07 – 9/30/08</i>						
1 Week (40 hours)				\$ 640.00	\$ 700.00	\$ 760.00
2 Weeks (80 hours)				\$1,280.00	\$1,400.00	\$1,520.00
3 Weeks (120 hours)						\$2,280.00
4 Weeks (160 hours)						
6 Weeks (240 hours)				\$2,048.00	\$2,240.00	\$2,432.00
Holiday (128 hours)						
<i>Wage Rate:</i>					\$16.00	\$17.50
<i>10/01/08 – 9/30/09</i>						
1 Week (40 hours)					\$ 640.00	\$ 700.00
2 Weeks (80 hours)					\$1,280.00	\$1,400.00
3 Weeks (120 hours)						
4 Weeks (160 hours)						
6 Weeks (240 hours)					\$2,048.00	\$2,240.00
Holiday (128 hours)						
<i>Wage Rate:</i>						\$16.00
<i>10/01/09 – 9/30/10</i>						
1 Week (40 hours)						\$ 640.00
2 Weeks (80 hours)						\$1,280.00
3 Weeks (120 hours)						
4 Weeks (160 hours)						
6 Weeks (240 hours)						
Holiday (128 hours)						\$2,048.00

JOINT STA/ILA POLICY **CONCERNING HARASSMENT**

I. POLICY STATEMENT

All employees are entitled to work in an environment free of religious, racial, gender or sexual harassment and violence of any kind. These forms of improper conduct have had a devastating impact on victims and coworkers and the employer members of the Steamship Trade Association of Baltimore, Inc. (the “STA”) are committed to preventing and eliminating such misconduct in the workplace. To accomplish these goals, the STA employer members’ unified policy against harassment shall be clearly and regularly communicated to all ILA members, their employees, both supervisory and non-supervisory, through periodic educational programs and training. In addition, this policy shall be implemented through the complaint investigation procedures set forth below.

All complaints of religious, national origin, racial, gender or sexual harassment, or retaliation, shall be promptly and thoroughly investigated. Particular care shall be taken in the course of investigations to protect the confidentiality of all involved. Should it be determined that an employee has committed religious, racial or sexual harassment, immediate and appropriate corrective and/or disciplinary action shall be taken. This may include discharge and/or other forms of discipline as set forth below.

II. POLICY PURPOSE – STATEMENT OF PROHIBITED CONDUCT

Harassment and discrimination in employment based on religion, national origin, race, sex and gender are illegal under federal and state law and shall not be tolerated. Maintenance

of a discriminatory work environment is also prohibited. Every working person has a duty to observe the law and shall be subject to disciplinary action such as discharge for failing to do so.

III. DEFINITIONS OF SEXUAL, RACIAL, GENDER, RELIGIOUS AND NATIONAL ORIGIN HARASSMENT AND VIOLENCE

A. Sexual Harassment Definition.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication (including displaying sexually explicit materials, making lewd gestures etc.) of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or

2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or

3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating, hostile or offensive employment environment.

Sexual Harassment may include but is not limited to:

- (i) Unwelcome verbal harassment or abuse;
- (ii) Unwelcome pressure for sexual activity;
- (iii) Unwelcome, sexually motivated or inappropriate patting, pinching or physical contact,
- (iv) Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment status;

(v) Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment status;

(vi) Unwelcome behavior or words directed at an individual because of gender.

(vii) Non-verbal behavior in the form of sexual graffiti, sexual cartoons, making lewd gestures or facial expressions, crude pranks, catcalls, whistling and gifts or letters of a sexual nature.

B. Racial Harassment Definition.

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment;

2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; or

3. Otherwise adversely affects an individual's employment opportunities.

C. Gender Discrimination.

Gender discrimination occurs when a person is not judged on the basis of their individual capacities to perform a particular job but rather on the basis of preconceived opinions as to their sex or when adverse employment decisions relating to the hiring, termination, promotion, compensation, job training, or other term, condition or privilege of employment are based on an individual's sex unless otherwise related to a bona fide occupational qualification.

D. Religious and National Origin Harassment Definition.

Religious or national origin harassment consists of

physical or verbal conduct which is related to an individual's religion or national origin when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work performance;
- or
3. Otherwise adversely affects an individual's employment opportunities.

D. Sexual Violence Definition.

Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts include the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas. Sexual violence may include, but is not limited to:

1. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
2. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
3. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
4. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence Definition.

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious or National Origin Violence Definition.

Religious violence or National Origin violence is a physical act of aggression or assault upon another because of, or in manner reasonably related to, religion or a person's national origin.

G. Assault Definition.

Assault is:

1. An act done with intent to cause fear in another of immediate bodily harm or death;
2. The intentional infliction of or attempt to inflict bodily harm upon another; or
3. The threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward an employee or other Port personnel should report the alleged acts immediately to an appropriate employer representative designated by this policy (the "employer designate"). The STA employers encourage the reporting party or complainant to use the report form available from the employer's Human Resources Office or at the offices of the STA, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the President of his or her Local or to the President of the STA.

A. Employer Designates or the STA.

Each employer has designated a person responsible for receiving oral or written reports of religious, racial or sexual

harassment or violence. Any employer or STA personnel who receives a report of religious, racial or sexual harassment or violence shall inform the employer designate immediately.

Upon receipt of a report, the employer's investigator must notify the STA immediately, without screening or investigating the report. The STA may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the STA to the appropriate investigator. If the report was given verbally, the employer's designate shall personally reduce it to written form within 24 hours and forward it to the investigator. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the employer's designate. If the complaint involves the employer's designate, the complaint shall be made or filed directly with the STA by the reporting party or complainant.

B. The STA as Recipient Of All Complaints And/Or Reports.

The STA is charged to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves an employee of the STA, the complaint shall be reported directly to Michael I. Collins, Esq., who is appointed by the STA to receive such complaints involving STA employees. The STA shall conspicuously post notice of the employer designates, including their mailing addresses and telephone numbers, as well as a copy of this Policy. The STA and its members reserve the right to change or appoint different, additional or alternative designates from time to time and shall conspicuously post the name of any different, additional or alternative designated, including mailing addresses and telephone numbers if there is any change, addition or alternate designated.

C. Good Faith Reporting.

Submission of a good faith complaint or report of

religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment or work assignments.

D. Formal or Informal Reports.

Use of formal reporting forms is not mandatory.

E. Privacy Requirements.

The STA and its investigator shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the STA's obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations.

V. INVESTIGATION

By authority of the STA and its member employers, the STA, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by STA officials or by a third party designated by the STA.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, the STA shall consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the

alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

In addition, the STA may take immediate steps, at its discretion, to protect the complainant, reporter or other personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.

The investigation will be completed as soon as practical. Generally, investigations will be completed within thirty (30) days of the receipt of the complaint. The investigator's decision shall be disclosed to the complainant. If the investigator makes a determination that the complaint was proven by a preponderance of the evidence, the investigator shall make a recommendation for corrective action and/or disciplinary action. The recommendation shall be based on the severity of the offense which shall be determined according to the totality of the circumstances. The intensity, frequency, and duration of the prohibited conduct shall be considered by the investigator. Other factors may include the extent to which the misconduct, however minor, may serve to isolate, limit, intimidate or otherwise increase the difficulties of job performance or atmosphere in the workplace for the complainant. The employer shall take whatever corrective and/or discipline action it deems required, in its sole discretion, including for serious offenses terminating of the offending employee, as set forth below. The STA shall make a written report to the employer upon completion of the investigation. If the complaint involves an STA employee, the report may be filed directly with the STA President. If the complaint involves a bargaining unit employee, the STA will furnish a copy of the report to the District Council and to the President of the Local Union to which the accused employee is a member. The report shall include a determination of

whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. DISCIPLINE

A. Discipline and Sanctions.

Upon receipt of a report, the STA will take appropriate action. Such action may include, but is not limited to warning, suspension, remediation, termination or discharge. STA action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements. However, subject to the just cause, grievance and arbitration provisions of any applicable CBAs, the STA may suspend or terminate any employee found to have seriously violated this Policy against religious, racial or sexual harassment. Any employee found to have violated this Policy with respect to religious, racial or sexual violence will be suspended from employment for a lengthy period or terminated, and will not be permitted to return to work absent successful completion of an STA approved counseling regime, subject to the just cause, grievance and arbitration provisions of any applicable CBAs. Generally, sustained offenses of this policy will result in a suspension of not less than thirty (30) days. Serious offenses will subject the employee to immediate suspension of not less than sixty (60) days and potential discharge, subject to the just cause, grievance and arbitration provisions of any applicable CBAs.

B. Appeals.

There is no appeal process contemplated by this policy except those provided for in the grievance and arbitration provisions of the CBAs.

C. Retaliation Prohibitions.

Retaliation of any kind against anyone who is involved in, reports, complains of, testifies, assists or participates in

an investigation, or who testifies, assists or participates in a proceeding or hearing relating to any claim of harassment or violence, is prohibited and such retaliation shall result in disciplinary action against the retaliator, subject to the just cause, grievance and arbitration provisions of any applicable CBAs.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Baltimore City Human Rights Commission on Human Relations or from initiating civil action or seeking redress under state criminal statute and/or federal law.

VIII. DISSEMINATION OF POLICY AND TRAINING

The STA employer members' policy against harassment shall be communicated in writing to all employees and ILA members. The harassment policy shall be conspicuously and continuously displayed in the workplace. Such notices shall advise employees of the right to initiate a harassment complaint through the procedures outlined in this policy as well as the right to initiate complaints with the Baltimore Human Rights Commission and/or the Equal Employment Opportunity Commission.

Each employer shall conduct periodic training to inform employees of the state's policy prohibiting sexual harassment and retaliation and the complaint and investigation procedures set forth herein. Such training shall include the following components:

A. FOR ALL EMPLOYEES:

As part of general orientation, each recently hired employee shall be provided a copy of this policy and shall be requested to read it and sign a statement acknowledging the policy. In addition, supervisory employees shall meet with employees under their authority once each year to advise them of the commitment to eliminate harassment in the workplace, the penalties for engaging in harassment, and the procedures for reporting incidents of harassment.

B. FOR ALL SUPERVISORY EMPLOYEES:

All supervisory personnel shall annually participate in a training session on sexual harassment and other forms of discrimination which includes information about the types of conduct which will not be tolerated in the workplace. Each participant shall be informed that he/she is responsible for knowing the contents of the state's sexual harassment policy and for giving similar presentations to employees.

IX. MISCELLANEOUS

In the event that this policy conflicts with any law, the applicable law shall supercede this policy.

Nothing in this policy supercedes or preempts any provision in any applicable CBA requiring just cause for discipline or discharge of a covered employee. Nothing in this policy limits the right of any employee covered by any CBA to invoke the grievance procedures established by any such CBA.

This policy shall be reviewed annually for compliance with state and federal law.

STA-ILA DRUG & ALCOHOL ABUSE PROGRAM COMMITTEE

*947 Fell Street, 2nd Floor
Baltimore, Maryland 21231-3505
(410) 563-7314 Fax (410) 563-7318*

January 24, 2005

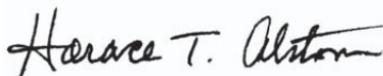
ANNOUNCEMENT OF A REVISED DRUG AND ALCOHOL PROGRAM FOR THE PORT OF BALTIMORE

To all Locals at the Port of Baltimore and their members:

The ILA/STA Drug and Alcohol Abuse Program Committee is pleased to announce that, effective March 1, 2005, a revised Drug and Alcohol Program will become effective at the Port of Baltimore.

The revised program has been authorized and rendered compliant by the Master Contract Drug and Alcohol Abuse Program's Labor and Management Co-Counsel.

The revised Program is the result of careful consultation and consideration of the various drug and alcohol programs in effect at other ports. It is designed to ensure a drug and alcohol free workplace and to provide effective treatment for individuals subject to its sanctions. This Program is fully detailed and available in booklet form.



Horace Alston
Co-Chair ILA/STA Drug
and Alcohol Abuse Committee



Michael P. Angelos
Co-Chair ILA/STA Drug
and Alcohol Abuse Committee

AMENDED 2005
STA-ILA PROGRAM
FOR DRUG AND ALCOHOL ABUSE
FOR THE PORT OF BALTIMORE

The following is the amended STA-ILA Program for Drug and Alcohol Abuse for the Port of Baltimore. The Drug and Alcohol Abuse Program Committee has decided to distribute this new statement so that employees and management in the Port of Baltimore will achieve a better understanding of how the Program works. This Program is applicable to all activities at the Port of Baltimore under the Master and all Local Agreements.

1. The purpose of this Plan is to assure a drug-and-alcohol-free workplace in order to protect the safety and health of employees working under the STA-ILA Collective Bargaining Agreements while, at the same time, protecting rights of privacy, representation and the right to grieve actions taken under the Program.
2. Effective testing and rehabilitation are an integral part of the overall Program.
3. Possession, use, sale, purchase, or distribution of alcohol, narcotics, or other prohibited substances (including: marijuana, cocaine, opiates, phencyclidines, amphetamines, barbiturates, benzodiazepines, methadone and methaqualone) are prohibited on the work-site or while working under STA-ILA contracts. Legally prescribed drugs, to the extent that they affect your job performance or the safety of others, are also prohibited.
4. ***WARNING – Do not take any prescribed drug which has not been prescribed for you. Taking someone else’s prescribed drug may cause you to test positive and result***

in your suspension or termination from employment. Whenever you are taking any such prohibited substances or other drug prescribed by a doctor or dentist, you must report this information to your employer.

5. All employees in all crafts are subject to random drug testing under the Program. In addition, whenever your **behavior** or **appearance** while working or on the work-site indicates that you may be under the influence of alcohol or a prohibited drug, you are subject to being tested at your employer's direction. You and any other employee who may have been involved in a work-related **accident** will be tested. Also, if you are operating equipment which has been classified as "**safety-critical**" under the Program, and any and all drivers and operators of equipment or vehicles are considered safety-critical employees, or if you are engaging in work-site activities in conjunction with the operation of such safety-critical equipment where your use of alcohol or drugs could make its operation unsafe, you can be tested **at any time**, without notice, on a non-discriminatory basis.
6. A union representative will immediately be notified, or a good faith attempt to make such notification will be made, if you are to be tested (other than a routine random drug test). If the representative is available, he or she will have the right to represent you during any investigation, interview, testing, and all subsequent proceedings. Management will make the final determination concerning whether you will be tested.
7. Before you are tested, you will be provided a consent form. You will be expected to sign this form. If you do not sign it or if you do sign it but fail to take the test, then you will be immediately suspended from employment with any and all STA employers and STA/ILA Hiring

Centers for a period of sixty (60) days and you will not be permitted to return to work unless you complete an available drug and alcohol rehabilitation program and test negative upon your return to work.

8. The procedures followed for collecting urine or blood samples (called “specimens”) are designed to protect your right of privacy and to assure the security of the specimens and the validity of the test results. The procedures comply with Maryland law. Each specimen will be divided into two parts. One of these parts will be initially tested for prohibited substances. If the test indicates the presence of a prohibited substance in your specimen, it will be further tested to confirm the results. You also will be required to consent to a breathalyzer test, which will be subject to the same confidentiality.
9. A qualified laboratory has been selected to analyze all specimens. It will use the guidelines provided by the Substance Abuse and Mental Health Services Administration (SAMHSA). The reporting of specimens also will be done in a manner to assure your privacy as well as the confidentiality of the test results.
10. An independent Medical Review Officer (“MRO”) will review and interpret all test results received from the laboratory. The MRO is the only person entitled to make the determination of a positive or negative test result under the Program.
11. In the event that you test positive after review by the MRO or you are found to have submitted an adulterated specimen you will be immediately suspended for a minimum of 60 days and ineligible for employment through any and all STA employers and ILA Hiring Centers during your suspension. You will be counseled and must enter into an

available drug and alcohol rehabilitation program, which is acceptable under the Program. If you do not qualify for coverage under the industry health and welfare program, you will be required to pay for the rehabilitation program at your own expense and successfully complete it before being reinstated to employment. Upon completing the rehabilitation program, you will be required to sign another form in which you consent to be tested at any time over the next 36 months.

12. Your second failure to sign a consent form or to take a test, or if you test positive for a prohibited substance, or are found to have submitted an adulterated specimen or any combination of a refusal to consent to take a test, or testing positive or submitting an adulterated specimen will result in your losing your job and in your being terminated and ineligible for employment through any and all STA employers and ILA Hiring Centers under the STA-ILA Drug and Alcohol Abuse Program. However, the Master Contract Program gives you one final opportunity to apply for reinstatement to industry employment provided that you give written notice within sixty (60) days of your notice of termination of your intention to apply for reinstatement and you subsequently complete a year-long certified rehabilitation program, which includes continuously testing negative on a random basis. If you do not qualify for coverage under the industry health and welfare program, you will be required to pay for the rehabilitation program at your own expense and successfully complete it before being reinstated to employment. You may then apply for reinstatement as a new employee if you successfully pass an alcohol and drug test. Upon return to the industry you must consent to being tested on a random basis and remain entirely drug and alcohol free. If your application is approved,

you will be required to sign another form agreeing to be tested for drugs or alcohol at any time. If you again test positive or fail to take a test or fail to sign a consent form or if you submit an adulterated specimen, whether during that period or at any subsequent time, you will be permanently barred from working through any and all STA employers and all ILA Hiring Centers, i.e., you cannot return to employment in the industry.

13. You will have the right to grieve any testing or findings under this Program and any action taken affecting you personally as a result of such testing or findings. The Committee will investigate and consider your grievance and will make a final and binding determination. If the Committee cannot agree, that matter will be referred to final arbitration on a “North Atlantic” basis.
14. The Committee is responsible for administering this Program. All records of the results of testing will be kept on a confidential, need-to-know basis for three years and subsequent thereto will be destroyed.
15. The updated Program is effective March 1, 2005. If you have any questions concerning the operation of this industry Drug & Alcohol Abuse Program, you should write to:

STA-ILA Committee on Drug and Alcohol Abuse
c/o Steamship Trade Association of Baltimore, Inc.
Ridgely’s Choice Drive, Suite 202
Baltimore, Maryland 21236-3026

Please make sure to read and become familiar with this updated Program. It is a part of your contract and working conditions. Violations of the Program can result in your

suspension from or the permanent loss of your right to work in the industry.

**STA-ILA COMMITTEE ON
DRUG AND ALCOHOL ABUSE PROGRAM**

**STA-ILA
PROGRAM FOR
DRUG AND ALCOHOL ABUSE**

I. PURPOSE OF PROGRAM

This historic Drug and Alcohol Abuse Program has been established for the following purposes:

- A. To assure a drug and alcohol free workplace in order that cargo-handling work can be performed safely and productively, while safeguarding long-shoremen's rights of privacy, due process and equal employment opportunities at the Port of Baltimore for all activities under the Master and all Local Agreements;
- B. To provide for education, counseling, and effective testing controls; and
- C. To provide for rehabilitation and appropriate discipline.

Early recognition and treatment of alcohol and chemical dependency problems are critically important for an individual's successful rehabilitation and economic return to the industry. While constructive disciplinary measures may be utilized to provide motivation to seek assistance, the parties to this Program support sound drug and alcohol abuse treatment and rehabilitation efforts.

II. SUMMARY OF PROGRAM

The following summarizes generally some of the highlights of the Program.

- The Program is administered by a Committee consisting of an equal number of representatives from labor and management.
- The Program prohibits the sale, purchase, transfer, use of or possession, of alcohol and/or illegal drugs, or legally obtained drugs to the extent that they affect an individual's job performance and safety of others, by employees and supervisors on the property of the employer or while on employer business. "Possession" of alcohol or drugs means in your clothing, vehicles, lockers, storage areas, etc.
- The Program provides for an administration of tests for drugs and alcohol, which must be conducted on a non-discriminatory basis and pursuant to a strict testing procedure.
- Test results are communicated on a "need to know" basis, and all test results are reviewed to confirm initial laboratory results.
- The Program provides for discipline, including the possibility of discharge, for violators.
- The Program outlines a program for rehabilitation.
- All records with regard to testing are confidential and will be maintained in separate files.
- A grievance procedure is established for resolving disputes regarding the general interpretation and implementation of the Program as well as any individual disputes which may arise thereunder.

III. ADMINISTRATION OF PROGRAM

The Program is administered by the STA-ILA Committee on Drug and Alcohol Abuse, which consists of an equal number of labor and management representatives. The Committee is assisted by a Medical Review Officer in the evaluation of testing standards and procedures and in technical areas of the Program.

IV. PROHIBITED SUBSTANCES

The terms alcohol or alcoholic beverage, drug, prescribed drug, and illegal drug, have precise definitions under the Program.

- Alcohol or Alcoholic Beverage means beverages that may be legally sold and consumed, including beer, ale, stout, whiskey, bourbon, vodka, gin, cognac, cordials, or any alcoholic substance of like nature which individually or in combination are capable of affecting an individual's ability to function properly and safely.
- Drug means substances other than alcohol, including Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Cannabinoids, Ethanol, Methadone, Methaqualone, Opiates, Phencyclidine, and Propoxyphene.
- Prescribed Drug means any substance prescribed for any individual by a licensed medical practitioner.
- Illegal Drug means any drug or controlled substance, the consumption of which is illegal, including a drug which is not legally obtainable and a drug which is legally obtainable, but has been obtained illegally.

V. TESTING

Testing for prohibited drugs and alcohol is permitted in the following circumstances:

A. Employees

1. A drug and alcohol test may be required upon reasonable notice whenever workplace factors (i.e., unusual physical appearance, erratic behavior, poor and unsafe coordination) give good faith reason to question the ability of an employee to perform his job adequately and/or safely.
2. Management representatives/supervisors are responsible for directing the employee to cease working and to take a test.
3. Good faiths efforts will be made to immediately notify a union representative, and if possible, the union representative shall be given the opportunity to observe the employee's erratic behavior. If the union representative cannot observe the employee, the management representative's determination prevails.
4. The union representative will be given access to and, if available, will represent the employee during the investigation, interviews and all subsequent proceedings.

B. Supervisory Personnel (i.e., all immediate or operational supervisors of rank and file employees) may be tested when the employer receives a complaint (oral or written) from an employee or management representative. The complaint must be filed with

the immediate supervisor, if on-site, or any other supervisor. Investigation of such complaint must be prompt and action must be taken “as indicated”. Management determination of whether to test a supervisory employee prevails.

- C. New Employees must successfully pass an alcohol and drug test in order to be considered for employment. During pre-employment testing, a positive result or the submission of an adulterated specimen (as defined in the STA-ILA Drug and Alcohol Abuse Program) automatically will result in the individual being permanently banned from consideration for employment under any STA-ILA Collective Bargaining Agreement covered by the STA-ILA Drug and Alcohol Abuse Program. This permanent bar also applies to any individual who has previously failed a pre-employment test administered under the STA-ILA Drug and Alcohol Abuse Program.

- D. All Employees from all crafts and supervisors shall be subject to mandatory random testing and will be placed in a computer pool for selection. Individuals who have been selected for random testing must report immediately to an approved collection facility after they have been notified.

- E. Employees With “Safety-Critical Jobs,” including without limitation, any and all drivers and operators of equipment or vehicles, may be tested at any time, without notice, on a non-discriminatory basis. In addition, employees engaging in work-site activities in conjunction with the operation of such safety-critical equipment, where use of alcohol or drugs could make its operation unsafe, are considered safety-critical employees and may

be tested at any time, without notice, on a non-discriminatory basis.

- F. Job Accidents Testing will occur after all on-the-job accidents. All individuals whose conduct, including decision-making processes, could reasonably have caused the accident will be tested.

VI. STANDARD FOR “POSITIVE” AND “NEGATIVE” TESTS

The following cutoff levels are used when screening specimens to determine whether they are “positive” or “negative” for the following nine (9) drugs:

<u>Drug</u>	<u>Initial Testing EMIT (Ng/MI)</u>	<u>Confirmatory Testing Level (Ng/MI)</u>
Marijuana	50	15
Cocaine	300	150
Opiates	2,000	2,000 (six acetyl morphine)
Phencyclidine	25	25
Amphetamines	1000	500
Barbiturates	300	300
Benzodiazepines	300	300
Methadone	300	300
Methaqualone	300	300

For Alcohol, testing at 0.08 blood alcohol level establishes presumptive abuse and/or intoxication. A positive Methadone result will not be deemed to constitute an offense under this Program provided the employee

has given prior written notice to the Director that he is a participant in a recognized rehabilitation program requiring his use of Methadone. Employees participating in Methadone programs may be prohibited from certain operations at the Port, including operating equipment and driving vehicles at the sole discretion of the Employer. The employee will thereupon cooperate with the Director in monitoring the employee's participation in (including testing under) a recognized rehabilitation program. Should the Director be informed that the employee tested positive for prohibited drugs, the employee will be found to have committed an offense under the Plan. Records of positive tests and/or documentation of refusals to consent to testing for drugs and alcohol will be retained for a period of three (3) years. No employee who tests positive or refuses to consent to drug testing will be permitted to return to work until he or she has successfully completed an approved drug and alcohol rehabilitation program and is drug and alcohol free upon return to work. Any second positive test or refusal to consent to testing within this thirty-six (36) month period will result in immediate termination. Upon termination the "third strike rule" will take effect (see page 13 & 14 of the Master Contract paragraph 10).

VII. PROCEDURE FOR COLLECTING SAMPLES

- A. All individuals who are referred for testing must sign a consent form agreeing to be tested under the policies and procedures of this Program. Any individual referred for testing will then and there be informed that failure or refusal to sign the consent form when requested can lead to immediate suspension or discharge and will be treated as a positive test.

- B. All samples obtained from individuals shall be taken under the supervision and control of a collection site person. The collection site person is an individual trained on proper sample collection techniques and is to instruct and assist with sample collection and initial examination of the specimen.
- C. All test results will remain confidential except on a “need to know” basis.

VIII. SPECIMEN COLLECTION

- A. The Committee has established secure collection sites where testing is performed with reasonable privacy. No unauthorized personnel are permitted in any part of the collection site where the sample specimen is collected or stored.
- B. Proper safeguards (i.e., initialing of containers by employee and collector) are followed to assure unadulterated specimen and accurate account in record book.

IX. TESTING FACILITY

- A. The Committee has selected a qualified medical laboratory to evaluate all samples. Applicable standards based on Substance Abuse and Mental Health Services Administration Reporting Guidelines of Procedures are utilized on all testing and reporting of specimens.
- B. Confirmatory tests are performed on all positive results on initial tests in accordance with the

standards of the U.S. Department of Health & Human Services.

- C. The laboratory has a quality assurance program which maintains the security of the testing process.
- D. The laboratory is required to maintain and make available for at least three (3) years all relevant documentation.
- E. The laboratory conforms to the requirements of Maryland law.

X. REPORTING TESTING RESULTS

- A. The laboratory must report test results (including the results of the initial test, confirmatory tests or quality control data) in writing approximately five (5) working days after it receives the specimen. The test results must be reviewed and certified as accurate by a responsible individual. Both positive and negative results must be reported; confirmed positive results must be reported for a specific drug or alcohol.
- B. The Committee's medical consultants may report only whether the test was positive or negative and may not quantify test results.
- C. Confidentiality of information must be ensured when the laboratory transmits results of tests. To this end, results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission.

XI. REVIEW OF TEST RESULTS

- A. The Medical Review Officer or a designee reviews and interprets positive test results received from the laboratory. The MRO or a designee is the only person authorized to order a re-analysis. The MRO or a designee must reasonably explore alternate medical explanations for a positive test.
- B. The Medical Review Officer or a designee must provide the employee an opportunity to discuss the matter after the determination of a positive test result before the employee is suspended. The MRO will seek to ascertain the availability of the employee (i.e., that he/she is not on vacation, is hospitalized, etc.) and will then make three (3) timely attempts by telephone within a 72-hour period to discuss a positive test finding with an employee before the employee is suspended. Within 72 hours following his/her interview by the MRO, the suspended employee may request a retest utilizing the split specimen taken at the time of the testing.
- C. After verifying a positive test result, the Medical Review Officer or a designee shall refer the case to the Employee Assistance Program (EAP) and to the management officer with power to take action.
- D. If a positive test result is related to legal drug use, the MRO or the Director of the Drug and Alcohol Program must assure the concerned parties whether the tested individual can be safely employed.
- E. Results of an individual's positive drug tests must be kept for three (3) years in a confidential file and then be destroyed.

XII. GRIEVANCE PROCEDURE

- A. Disputes regarding general interpretation and implementation of the Program or about “criteria applicable to two or more ports” are subject to the grievance procedure specified in the Master Contract.

- B. Any specific or individual disputes regarding application of Program or local administration are subject to the following two-step procedure: (1) such disputes shall be resolved under the local grievance procedure, to wit: by the Port’s Alcohol and Drug Abuse Committee; (2) if such disputes cannot be resolved under the local grievance procedure, they shall be referred to final arbitration on a “North Atlantic basis” before an arbitrator appointed under the Master Contract Program.

- C. Back pay and fringe benefits may be awarded.

- D. Time limits of processing the grievance are strict. No grievant may be kept unemployed for more than twenty-one (21) days (or more than fifteen (15) days after the local hearing time) because of the failure to meet time restrictions.

XIII. SANCTIONS

- A. Any temporary employee, or any employee not holding seniority with the seniority board under the Collective Bargaining Agreement or any employee within the first year of possessing seniority, who commits a first offense as defined below will be immediately terminated and permanently

barred from the industry, including without limitation employment under any STA-ILA Collective Bargaining Agreement.

- B. During pre-employment testing, a positive result or the submission of an adulterated specimen (as defined in the STA-ILA Drug and Alcohol Abuse Program) will automatically result in the individual being permanently banned from consideration for employment under any STA-ILA Collective Bargaining Agreement covered by the STA-ILA Drug and Alcohol Abuse Program. This permanent bar also applies to any individual who has previously failed a pre-employment test administered under the STA-ILA Drug and Alcohol Abuse Program.
- C. Anyone who possesses, uses, or who deals in illegal drugs and/or alcohol during the course of his or her employment will be immediately suspended and ineligible for employment through any and all STA employers and ILA Hiring Centers under the STA-ILA Drug and Alcohol Abuse Program for a period of sixty (60) days. For any second offense, the employee will be suspended permanently.
- D. Adulteration is the intention by an individual to alter their specimen to avoid detection of illegally used drugs or alcohol. Adulteration is a refusal to test and is treated as an automatic positive result. Assisting an individual in the alteration of a specimen or to otherwise help that person avoid detection of illegally used drugs or alcohol will result in the participating employee's suspension for sixty (60) days. For a second offense, the individual will be permanently barred and

ineligible for employment through any and all STA employers and ILA Hiring Centers under the STA-ILA Drug and Alcohol Abuse Program and cannot return to employment in the industry.

- E. Anyone who tests positive for any prohibited substance or alcohol will be immediately suspended and ineligible for employment through any and all STA employers and ILA Hiring Centers under the STA-ILA Drug and Alcohol Abuse Program for a period of sixty (60) days. For any second offense, the employee will be suspended permanently.
- F. Anyone who refuses to submit to a timely test or refuses to sign a consent form shall be immediately suspended and ineligible for employment through any and all STA employers and ILA Hiring Centers under the STA-ILA Drug and Alcohol Abuse Program for sixty (60) days. For a second refusal, the employee will be suspended permanently.
- G. Taking someone else's prescribed drug may cause one to test positive and will result in a sixty (60) day suspension for a first offense or termination from employment for a second offense. Whenever an employee takes any substances or other drugs prohibited under this Program but prescribed by a doctor or dentist, he/she must report this information to his/her employer when such substances or drugs are first prescribed.
- H. The sixty (60) day penalty period of a suspension for a first offense shall not take effect during – or include – any period during which the employee is collecting workers' compensation payments.

The overall policy of the Program is to assist workers with their drug/alcohol problem and to obtain counseling.

FIRST OFFENSE: Before returning to work, any employee who is suspended under any of the above criteria for sixty (60) days for a first offense is required to (1) successfully complete an approved drug and alcohol rehabilitation program and (2) notify the STA to schedule a drug and alcohol test seven days in advance of the employee's return date. The results of the drug and alcohol test must be negative and the results must be received by the STA prior to the employee's return to work. Once an ILA employee is reinstated after a first offense, that individual will be subject to selective follow up testing for eighteen (18) months thereafter. Records of positive tests and/or documentation of refusals to consent to testing for drugs and alcohol will be retained for a period of three (3) years. No employee who tests positive or refuses to consent to drug testing will be permitted to return to work until he or she has successfully completed an approved drug and alcohol rehabilitation program and is drug and alcohol free upon return to work. Any second positive test or refusal to consent to testing within this thirty-six (36) month period will result in immediate termination. Upon termination the "third strike rule" will take effect (see page 13 & 14 of the Master Contract paragraph 10).

If the individual requiring rehabilitation does not qualify for such coverage under the industry health and welfare program, then the member must seek a rehabilitation program at his/her own expense and successfully complete it before being reinstated to employment.

SECOND OFFENSE: A second offense under the Program shall result in a one (1) year bar from employment

in the industry under any STA-ILA Collective Bargaining Agreement. The individual will have one final opportunity to apply for reinstatement to the industry.

First, the individual must provide written notice within sixty (60) days of his or her notification of termination of his or her interest in returning to the industry. This written notice must be submitted to the Committee and/or the Program Director. Failure to make application for reinstatement within the sixty (60) day period will result in forfeiture of any further consideration.

Second, within the first fifteen (15) months following his or her termination notice, the individual must complete a year-long certified drug and alcohol rehabilitation program, during which the individual must remain entirely drug and alcohol free. The individual then may apply for reinstatement. The application for reinstatement is subject to approval by the Committee and must be made through their Local representative in writing so that it may be presented to the Committee. If the application for reinstatement is approved, the individual will be re-employed as a new employee and will be required to sign an additional consent form agreeing to be tested at any time. If the individual again tests positive, or fails to submit to a timely test, or refuses to sign a consent form, then the individual will be permanently barred from working under any STA/ILA Collective Bargaining Agreement and cannot return to employment in the industry.

1. In order to be considered for reinstatement, the individual shall be required to submit to a “return to duty” drug and alcohol test.
2. The criteria for providing documented proof of a one (1) year drug free status will consist of:

- (a) Three (3) notarized letters of recommendation from supports in the community other than family members. (i.e., AA/NA, Sponsor, Pastor).
- (b) Notarized letter from a substance abuse professional outlining treatment recommendations and compliance with documentation. If the individual requiring rehabilitation does not qualify for such coverage under the industry health and welfare program, then the member must seek a rehabilitation program at his/her own expense and successfully complete it before being reinstated to employment.
- (c) Twelve (12) or more negative random drug screening/breathalyzer tests consecutive monthly drug screen/breathalyzer tests collected under direct observation at the SAMHSA approved lab.
- (d) Documentation of employment history if any since termination from the industry.

Following a reinstatement after a second offense, the individual will be subject to random testing for an indefinite period. Any further violation shall ban the employee and/or supervisor for life from the industry.

There are circumstances where an employee may test positive as a result of post accident testing. In these instances, a person could already be under a doctor's care and receiving workmen's compensation when the results of the drug and alcohol tests are returned. In these circumstances the sixty day penalty does not begin until the workmen's compensation payments are stopped. This penalty would be assessed only for individuals who have tested positive as a result of the following types of testing: reasonable cause,

post-accident, random and follow-up. Individuals who have voluntarily submitted to testing or rehabilitation through the STA-ILA Program would not be affected by this penalty, unless the individual is working and tests positive as a result of the above types of testing. In these cases the penalty would then be assessed according to our program.

PROTOCOL FOR EMPLOYEES WITH A POSITIVE SUBSTANCE ABUSE TEST

Your test has been reported as positive by the MRO. You are now subject to the following conditions pursuant to the STA-ILA Drug and Alcohol Abuse Program that will govern your return to work in the industry.

CONTACT PROCEDURE

The Medical Review Officer (MRO) has attempted to contact you regarding your substance abuse test. Please contact the MRO. The MRO is your initial contact and if there are any extenuating circumstances that could have contributed to your positive test it is your responsibility to provide the MRO with documentation to substantiate this claim. The following will assist you in making your contacts:

TEST RESULTS

You may request a re-test of the original positive specimen at your own expense within seventy-two (72) hours after notification by the MRO. This request had to be made through the MRO at the location and telephone number noted above.

SIXTY-DAY PENALTY FOR FIRST POSITIVE TEST

A sixty-day (60) penalty will be assessed and you will be ineligible for employment through any and all STA employers and ILA Hiring Centers under the STA-ILA Drug and Alcohol Abuse Program. If there is a worker's compensation claim, the sixty-day (60) penalty will not go into effect until the compensation claim has been satisfied and compensation payments have been stopped.

RETURN TO WORK REQUIREMENTS

Prior to completion for the sixty-day (60) penalty it is your responsibility (1) to successfully complete a recognized alcohol and drug rehabilitation program and (2) to notify the STA to schedule a substance abuse test so that you will be eligible to return to work after the suspension has been completed. This should be done seven days in advance. The results of this test must be negative and the results must be received by the STA prior to your return to work. If the individual requiring rehabilitation does not qualify for such coverage under the industry health and welfare program, then the member must seek a rehabilitation program at his/her own expense and successfully complete it before being reinstated to employment.

You are also required to sign a DRUG FREE AGREEMENT before you are eligible for employment. Under this agreement, you will be subject to frequent, unannounced, follow-up testing indefinitely. Failure to take a follow-up test when directed will be considered a Refused Test under the Drug and Alcohol Policy.

MEMORANDUM STATEMENT

Any substance abuse testing required by the STA-ILA will be reported to the Drug & Alcohol Committee and the following criteria established under the Drug & Alcohol Program will be enforced:

1. 1ST POSITIVE TEST: SIXTY-DAY NO WORK PENALTY AND MANDATORY COMPLETION OF A RECOGNIZED DRUG AND ALCOHOL REHABILITATION PROGRAM. If the individual requiring rehabilitation does not qualify for such coverage under the industry health and welfare program, then the member must seek a rehabilitation program at his/her own expense and successfully complete it before being reinstated to employment.
2. 2ND POSITIVE TEST FOLLOWING RETURN TO WORK FROM 1ST POSITIVE TEST: REMOVAL FROM THE INDUSTRY FOR TWELVE (12) MONTHS UNDER THE STA-ILA DRUG AND ALCOHOL POLICY AND DRUG FREE AGREEMENT. If the individual requiring rehabilitation does not qualify for such coverage under the industry health and welfare program, then the member must seek a rehabilitation program at his/her own expense and successfully complete it before being reinstated to employment.
3. 3RD POSITIVE TEST FOLLOWING RETURN TO WORK FROM 2ND POSITIVE TEST: PERMANENT REMOVAL FROM THE INDUSTRY UNDER THE STA-ILA DRUG AND ALCOHOL POLICY AND THE DRUG FREE AGREEMENT.

REQUIREMENTS OF CONSIDERATION **FOR REINSTATEMENT**

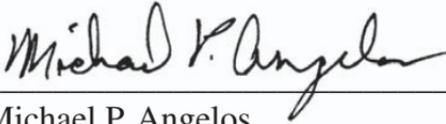
When an individual has been terminated from the industry following a 2nd positive test in accordance with the STA-ILA Drug & Alcohol Abuse Program, such individual shall be eligible for a second and final chance for reinstatement subject to the following terms and conditions provided he/she remains drug free for one (1) year from the date he/she makes application:

1. Application for reinstatement after the second offense must be made within sixty (60) days from the date the individual's name is placed on the STA-ILA Ineligible to Work List for the second offense.
2. The application must be made through the application local union representative in writing so that it may be presented to the Drug and Alcohol Committee.
3. Criteria for providing documented proof of a one (1) year drug free status will consist of:
 - A. Three (3) notarized letters of recommendation from supports in the community other than family members, (i.e. AA/NA, Sponsor, Pastor).
 - B. Notarized letter from a Substance Abuse Professional outlining treatment recommendations and compliance/non-compliance with documentation.
 - C. Twelve (12) consecutive monthly negative drug screen/breathalyzer tests collected under direct observation at an approved lab.
 - D. Documentation of employment history, if any, since expulsion from the industry.

Once the employee is reinstated, that individual will be subject to follow-up testing indefinitely. Any further violation shall ban the employee for life from the industry.

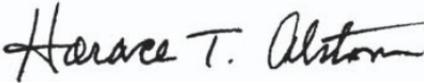
FAILURE TO MAKE APPLICATION FOR REINSTATEMENT WITHIN THE 60-DAY PERIOD WILL RESULT IN FORFEITURE OF ANY FURTHER CONSIDERATION.

The Steamship Trade Association of Baltimore, Inc.



Michael P. Angelos
President

The International Longshoremen's Association, AFL-CIO



Horace T. Alston
International Vice-President

**CO-CHAIRS OF THE STA/ILA COMMITTEE ON
DRUG AND ALCOHOL ABUSE PROGRAM**

Addendum 1

ALCOHOL/DRUG FREE AGREEMENT

As a condition of my continued employment by STA member employers, I agree to become and remain drug free. I agree to submit, when requested, urine, blood and/or saliva sample for any analysis of any substance abuse. This includes illegal drugs, alcohol, and abuse of legal substances.

I understand that I will be asked to provide a urine, blood and/or saliva specimen at irregular intervals as determined by the MRO (Medical Review Officer). I understand that I will be required to go to the testing facility on my own time and that follow-up testing will be at my expense. I acknowledge that failure to take a follow-up test when directed will be considered a **“refusal to test”**.

I further understand that this agreement is not an employment contract. I am still subject to all rules and regulations of the STA-ILA and may be disciplined and/or discharged at any time according to policy.

Print Name

Employee Signature

Date

Social Security Number

Port Number

Witness Signature

Date

Addendum 2

REASONABLE CAUSE TESTING

The STA/ILA Program on Drug and Alcohol Abuse allows for the testing of any employees whenever workplace factors give good faith reason to question the ability of an employee to perform his job adequately and/or safely.

Step One – Circumstances.

Workplace factors could include erratic behavior, fighting, unusual physical appearance, poor coordination, incoherent speech, etc. Upon observing these conditions, supervisors are to direct the employee to cease working and to take a test. A union representative of the employee's local shall be contacted immediately and given the opportunity to observe the employee. If such a representative is unavailable, ask a senior member of the employee's local working at the job site to observe the employee. Requiring a test without observation from a union member should be avoided whenever possible.

The supervisor's specific observations and justification for initiating a test should be documented and forwarded to the STA in sealed envelope.

Step Two – Consent Form.

Upon final determination that an employee has shown reasonable cause to be tested, he is to be given a consent form to sign. Verify that the person to be tested is in possession of a valid photo identification such as port card or drivers license.

In the event that the individual to be tested refuses or cannot sign the consent form, all of the following are to be attempted:

In the event that the employee cannot understand the consent form, the supervisor will read the form to the individual before he signs it. The supervisor will then, in the space for “Remarks,” state that he read the entire consent form to the individual and the latter acknowledged his understanding and consented to the taking of his specimen(s). The supervisor will sign and date his notation.

In the event that the individual to be tested is unable, for whatever reason, to sign the consent form, even with an “X,” the supervisor will note this under “Remarks” then sign and date his notation.

In the event the individual to be tested is unable to understand and consent (e.g., inebriation, stupor, etc.) the supervisor shall note the reason(s) then sign and date his notation.

The original copy of the consent form shall be kept by the employer. Two copies of the form will accompany the individual to the testing facility – one for the facility and one for the individual.

In the event the individual refuses or does not sign the consent form, then the refusal and/or failure to sign shall be deemed and determined to be a positive test result and the individual shall be subject the following sanctions, as appropriate:

1. 1ST POSITIVE TEST: SIXTY-DAY NO WORK PENALTY AND MANDATORY COMPLETION OF A RECOGNIZED DRUG AND ALCOHOL REHABILITATION PROGRAM. If the individual requiring rehabilitation does not qualify for such coverage under the industry health and welfare program, then the member must seek a rehabilitation program at his/her

own expense and successfully complete it before being reinstated to employment.

2. 2ND POSITIVE TEST FOLLOWING RETURN TO WORK FROM 1ST POSITIVE TEST: REMOVAL FROM THE INDUSTRY FOR TWELVE (12) MONTHS UNDER THE STA-ILA DRUG AND ALCOHOL POLICY AND DRUG FREE AGREEMENT. If the individual requiring rehabilitation does not qualify for such coverage under the industry health and welfare program, then the member must seek a rehabilitation program at his/her own expense and successfully complete it before being reinstated to employment.

3. 3RD POSITIVE TEST FOLLOWING RETURN TO WORK FROM 2ND POSITIVE TEST: PERMANENT REMOVAL FROM THE INDUSTRY UNDER THE STA-ILA DRUG AND ALCOHOL POLICY AND THE DRUG FREE AGREEMENT.

OBSERVED BEHAVIOR
REASONABLE SUSPICION RECORD

Employee Name:

Location:

Incident Site:

Date Observed:

Time Observed:

**CALL 911 IF SYMPTOMS ARE
SEVERE OR LIFE-THREATENING**

Circle items that apply and describe specifics.

REASONABLE SUSPICION FOR: Alcohol, drugs, or both

APPEARANCE: Normal, sleepy, tremors, cleanliness,
clothing

Describe: _____

BEHAVIOR: Normal, erratic, irritable, angry, gaiety, mood
swings.

Describe: _____

SPEECH: Shouting, slow, slurred, silent, rambling/
incoherent, whispering

Describe: _____

GAIT: Stumbling, swaying, unable to stand or walk,
staggering, holding on

Describe: _____

ODOR: Alcohol, Marijuana

Describe: _____

OTHER OBSERVATIONS: _____

Form completed by:

Signature _____

Print Name _____

Title _____

Date/Time _____

Signature _____

Print Name _____

Title _____

Date/Time _____

RETAIN FORM IN EMPLOYEE'S MEDICAL FILE

ADDENDUM AGREEMENT

LOAD CENTER CARRIER DESIGNATION AND PROVISIONS

In view of the fact that making the Port of Baltimore a Load Center confers additional opportunities for employment of longshoremen, special consideration shall be granted to such carriers as described by the provisions of this Addendum.

This Addendum to the Agreement between the Steamship Trade Association of Baltimore, Inc. (STA) and the International Longshoremen's Association, AFL-CIO (ILA) in the Port of Baltimore and its affiliated Local 333 encompassing a new joint Wallenius Wilhelmsen Lines marine terminal facility in the Port of Baltimore hereinafter referred to as the "Marine Terminal."

This Agreement dated May 30, 2000 sets forth new operational concepts involved in the details of vessel and marine terminal operations and is respectful of the ILA craft jurisdictions and shall be contingent upon Wallenius Wilhelmsen Lines signing a long term lease agreement for a marine terminal with the Maryland Port Administration. Wallenius Wilhelmsen Lines shall make no fewer than one hundred and fifty (150) vessel calls at the Port of Baltimore per year with vessels of a minimum 10,500 DWT.

This Addendum Agreement shall commence on October 1, 2001 and be effective for a term coinciding with the Cargo Agreement that will be effective the same date.

The parties now have agreed that except as set forth herein, each and every provision of the Master Contract and the Local Agreements which are currently in effect at the date of the signing hereof or which are entered into after the date of the signing hereof, hereinafter referred to as the

“Agreements” shall be applicable to the operation of the Marine Terminal.

Vessel Operations:

1. Starting Times: There may be starting times on vessels at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M., 7:00 P.M., and 12:00 midnight. Present guarantees shall be applicable to all starting times with the exception of 10:00 A.M. and 3:00 P.M. starts, which shall incur a seven hour and eight hour guarantee, respectively. All hours prior to 8:00 A.M. and after 5:00 P.M. will be paid at the rate of time and 1/2 of the straight time rate. Saturday, Sunday or ILA Holidays, the prevailing overtime rate shall be paid. On a 12:00 midnight start the employer shall have the option of ordering “fresh gangs” at 7:00 A.M. or 8:00 A.M., otherwise midnight start remains the same as stated in present Agreement.
2. Utilization of Ro/Ro Gang: When a minimum of two (2) gangs are employed on a vessel one gang may be divided into two (2) work groups to work in more than one area or compartment of vessel anytime during loading or discharging operations, i.e., gang may work two (2) different decks and/or different holds simultaneously. Each work group shall consist of not less than nine (9) employees and will work under the supervision of an ILA foreman. If gang is to be divided in two (2) work groups, an additional nine (9) gang employees will be prior day ordered with the gang. Topmen shall be utilized on vessels to direct or signal.
3. Orders (with exception of 7:00 A.M. start) may only be set back Monday or a Tuesday following a Monday holiday with prior notification to Hiring Center or Union Official on day of order in event vessel is unable to work due to equipment failure, non-arrival, etc. An 8:00 A.M. order may only be set back by employer to either 10:00

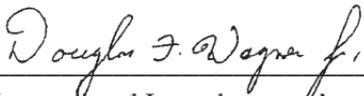
A.M. or 1:00 P.M. on Monday or a Tuesday following a Monday holiday.

4. Time for placing Labor Orders on Saturday shall be 3:00 P.M. This provision shall be applicable port-wide.

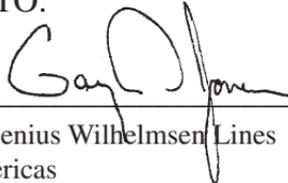
Terminal Operations:

1. Technology: Bar coding and scanning technology will be utilized.
2. Terminal Staff: Terminal staff to work within their craft as directed by employer. All positions to be working positions. All terminal activity for all commodities to be included in staffing requirements.
3. "Staggered" Meal Hours: Employer shall have the option of implementing staggered meal hour to allow for continuous operations. Meal hours may be taken either during the 4th or 5th hour of operations. Meal hours for individual employees will be designated at the beginning of each workweek and will be effective for that work-week.
4. All work within the jurisdiction of the ILA in the Wallenius Wilhelmsen Lines Marine Terminal will be performed by the ILA in accordance with the Collective Bargaining Agreements in effect.

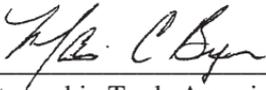
AGREED TO:



International Longshoremen's
Association, AFL-CIO, Local 333



Wallenius Wilhelmsen Lines
Americas



Steamship Trade Association
of Baltimore, Inc. 06/15/00

ADDENDUM AGREEMENT

This Addendum Agreement is made and entered into this 22nd day of September, 2006, and is effective from October 1, 2004 through September 30, 2010 by and between the Steamship Trade Association of Baltimore, Inc., on behalf of its employer-members hereinafter referred to as the "STA", or "Employer", and the International Longshoremen's Association, AFL-CIO, and its affiliated Local 333, hereinafter referred to as the "Union".

This Addendum Agreement shall be applicable only to the operation of the Intermodal Container Transfer Facility (also known as the Rail Yard) at the Seagirt Marine Terminal, hereinafter referred to as the "Facility". Except as set forth herein each and every provision of the Master Contract and the Local Agreement (**i.e., the Agreement Applicable to All Locals and the Cargo Agreement**) between the parties hereto which are in effect or which are entered into after the date of the signing hereof, hereinafter referred to as the "Agreements," shall be applicable to the operation of the Facility. **The following additional terms shall also apply to the work of ILA Local 333 at the Facility as of the dates as noted.**

1. **Hourly Straight Time Rate of Pay** - The hourly straight time rate of pay shall be \$2.00 per hour less than the hourly straight time rate of pay set forth in the Master Agreement. Equipment Operators (Transtainer, Toploader, 5th Wheel) to receive a skill differential of \$0.50 per hour effective October 1, 1998

2. **Guarantee** - All regular employees will be guaranteed forty (40) hours of work per week or pay in lieu thereof. All additional employees will be guaranteed (8) hours of work each day.

3. **Overtime** - Work performed in excess of eight (8) hours per day, and on Saturday, Sunday and holidays will be paid for at the rate of time and one-half (1 1/2) the hourly straight time rate of pay. It is understood that work may be performed on the traditional no work holidays. The only overtime or premium rate of pay paid shall be as set forth in this Paragraph 3.
4. **Starting Times** - Starting times shall be established to coincide with train schedules. The Employer may change starting times upon at least seven (7) days notice to the Union with the exception of shift starting times for Sunday which may be changed by employer with notice to the Union by 3:00 P.M., of the preceding Friday.
5. **Meal Period** - Each employee, at the discretion of the Employer, will be allowed a one-half (1/2) hour paid meal period during an eight (8) hour shift; or a one (1) hour unpaid meal period in addition to the eight (8) hour shift; provided that the employees shall be notified as to which meal period will apply no later than the conclusion of the first hour from the start of their shift and the unpaid one (1) hour meal period will be scheduled between the third and fifth hours of the shift. When two (2) or more toploader crews are employed on the same shift, the Employer may alternate meal periods among the employees on the shift, if crew works two (2) hours beyond eight hour shift crew must be given a second meal period no later than six (6) hours from last meal period. Working through the sixth (6) hour without having a meal break, penalty pay as specified in the Agreements will apply.
6. **Manning** - For each shift, the Employer shall employ one (1) toploader operator, two (2) yard hustler operators and one (1) groundman. For each additional

toploader operator employed, an additional groundman shall be employed. The additional toploader operator may be utilized to receive/deliver to over the road and draying drivers and may assist with COFC and hot loads on any shift. On the first shift only, Monday through Friday, the Employer shall employ a foreman. On Saturday and Sunday, in the event that three (3) Local 333 shifts are employed, a foreman shall be employed on one (1) of said three (3) shifts. The foreman's pay shall be governed by Paragraph 1 herein but shall also include the hourly differential as specified in the Agreements. The foreman shall work and be paid with his shift. When a team is not employed, no work will be performed on loading/discharging railcars. Any labor (drivers/groundmen) ordered over and above the minimum labor requirement, will work under the direction of the employer. If number of shifts are reduced to only one (1) shift per day and that shift is utilized on other than straight time hours, wages and manning will be subject to negotiation by the parties.

7. **Miscellaneous**

- a) The Employer need not hire any labor when no shift is employed. Containers/trailers may be dropped off or picked up at an area so designated by the railroad and agreed to by the STA and the Union; provided that one (1) driver will be employed if any receiving or delivering occurs outside the designated area.
- b) **Drayage** - Except for the following provision relating to manning, drayage, which is defined for purposes of this Addendum Agreement as work performed by employees represented by the International Longshoremen's Association, AFL-CIO, in transporting containers to and from the facility, shall

be performed exclusively under the provisions of the Agreements, not under this Addendum Agreement. Manning for drayage shall be pursuant to the Agreements and as required by the Employer.

- c) **Inclement Weather** - The continuation of work in inclement weather shall be at the discretion and option of the Employer.
- d) **No Strike Clause** - The Union warrants that it will not engage in any work stoppage, slowdown or job action during the term of this Addendum Agreement.
- e) In order that replacement labor is available at the time requested Dispatch Center will “call out” ICTF jobs first. If job is not filled within five (5) minutes after starting time of order employer will fill job from the “Railhead Alternate List”(only if the alternate has not been employed that day) then “Seniority List.” If no employee is available from either list, **then the employer may fill job but, in any event, consistent with the parties’ hiring hall agreements.**
- f) Employer to have ability to retain labor deemed necessary, without having to retain all labor of shift, at end of shift and utilize as needed within the employee’s work classification.
- g) Regular employees to remain on the job until shift is completed or until released by employer in the event overtime (maximum two (2) hours) is required. Refusal to work overtime three times during Monday through Friday will cause employee to be “left off orders” for Saturday and Sunday of that week.
- h) With prior day order, in addition to regular crews employed on Sunday additional shift labor will be employed for an eight (8) hour minimum period.

- i) Provided volume has increased after ordering time on the preceding Saturday additional personnel (“add-on’s”) will be hired from the Dispatch Center with no penalty incurred.
 - j) On a prior day order, replacement of any regular position will be made from the alternate list. If this replacement position is for longer than a week in duration then a senior regular will have the ability to bump for that replacement position.
8. Nothing herein shall be construed to extend the jurisdiction of the Union beyond that which is already covered by the Agreements.

9. **Term of Addendum Agreement –**

- a) This Addendum Agreement shall be in full force and effect from the beginning of the first work week after it is ratified by the parties to this Addendum Agreement until 12:00 midnight, September 30, 2010. If the parties are unable to agree upon a new Addendum Agreement, or modifications in this Addendum Agreement by 12:00 midnight, September 30, 2010, this Addendum Agreement shall expire automatically and without notice at that time, and if the Agreements are in effect at that time, they, rather than an Addendum Agreement, shall exclusively be applicable to and shall govern the operation of the Facility.
- b) **The Term of this Agreement as provided in Sec.9.a., above, notwithstanding, each STA member-employer covered by this Agreement shall, within sixty days after the first effective date of this Agreement, pay to each member of the bargaining unit who has worked as an equipment operator at**

the Facility at any time since October 1, 1998 a skill differential due as back pay.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Steamship Trade Association of Baltimore, Inc.

By: Michael P. Angelos
Michael P. Angelos, President

International Longshoremen's Association, AFL-CIO

By: Horace T. Alston
Horace T. Alston, Lead Trustee

International Longshoremen's Association, AFL-CIO,
LOCAL 333

By: John A. Shade Sr
John Shade, Co-Trustee

MEMORANDUM OF AGREEMENT
JUNE 4TH 2004

This Memorandum of Agreement between the Steamship Trade Association of Baltimore, Inc. (“STA”), on behalf of its members (“Employers”) and the International Longshoremen’s Association Local 333 (“Union” or “Local 333”) shall serve as the basis of any Agreement of terms and conditions for the handling of Lykes Lines Limited LLC.

The purpose of this Agreement is to create a competitive wage, fringe benefits and working conditions package that will allow STA member companies the ability to pursue business opportunities that will result in attracting Lykes Lines Limited LLC vessels to the Port of Baltimore.

Article I – Work Jurisdiction / Bargaining Unit

1. Local 333 will be the representative for purposes of collectively bargaining terms and conditions of employment of employees who perform the cargo handling on Lykes Lines Limited LLC vessels. For purposes of this agreement, “the immediate pier area” shall mean:
 - a. Receiving – From the tailgate of the truck or rail car to the pier; from the pier to the ship.
 - b. Delivering – From the ship to the pier; from the pier to the tailgate of the truck or rail car.

Article II – Wages

1. **Base wages (Regular Cargo Handler Employees)**
 - a. Break-Bulk Ships:
WAGES: \$15.00 per hour

- b. Terminal Operations:
WAGES: \$15.00 per hour

2. Base Wages (Foreman Primary and Terminal)

- a. One Primary Foremen shall receive a base wage of \$22.00 per hour.
- b. Terminal Foremen shall receive a base wage of \$16.50 per hour.
- c. Other foremen, if required, shall receive a base wage of \$16.50 per hour.

3. Base Wages (Skilled Employees)

- a. Crane Operators shall receive a base wage of \$16.00 per hour.
- b. Gang Carrier shall receive a base wage of \$16.00 per hour.

4. Miscellaneous Provisions

- a. This Agreement shall expire on September 30, 2005 with 30 days notice from either party. If no notice is given this Agreement will extend until September 30, 2010.
- b. The wage increases are as follows;

10/1/05	.75/hour
10/1/06	.50/hour
10/1/07	.75/hour
10/1/08	.50/hour
10/1/09	.75/hour

Article III Benefits

1. The Employers will make fringe benefit contributions to existing STA/ILA Funds as follows unless notice is given by either party to cancel this Agreement as per above:
10/1/04 11.00/hour
10/1/06 11.25/hour
10/1/07 11.50/hour
10/1/08 11.75/hour
10/1/09 12.00/hour
2. Benefits will be allocated as determined by STA and ILA Local 333.
3. There will be no increase to benefits – other than those listed in 1. above.

Article IV – Hours

1. Start times, Guarantees, Meal Hours, Compensation for General Cargo Ship Work is as follows:

Start time	Guarantee
0700	5 hours
0800	4 hours
1000	6 hours
1300	4 hours
1500	6 hours
1700	5 hours
1900	4 hours
2400	6 hours

Note: After initial guarantee period is completed, guarantee to be in half hour.

2. The first 40 hours worked between Sunday and Saturday in a particular work week will be compensated at the rates in Article IV above. All hours worked in excess of 40 hours in any particular work week will be compensated at a rate of time plus one-half no matter which shift they are scheduled.
3. The meal break may be either during the fourth, fifth or sixth hour of operation at the discretion of the Employer to allow for continuous operations on vessels if two or more gangs are employed on a vessel per terminal operations; however, in no event shall the meal break be extended beyond the sixth hour.
4. A second shift may be worked as long as a first shift is employed. Work on the second shift shall be compensated at the base rate plus a shift differential rate of an extra \$1.00 per hour.
5. There shall be no operations whatsoever on Christmas Day, Independence Day, New Year's Day, Labor Day and Easter Sunday. The other holidays if worked, (Martin Luther King's Birthday, Good Friday, Memorial Day, Thanksgiving Day) may be worked at time and one-half of the rates established in Article IV above.
6. In the event of inclement weather or an inability to work through no fault of the Employer (such as crane/winch breakdown, non-arrival of vessel, etc.), the guarantees set forth above may be reduced to two (2) hours.
7. Foremen shall receive a minimum guarantee of eight (8) straight time hours and one (1) overtime hour on the day of operation.

Article V – Break Bulk Manning

1. Gang Size: **7 longshoremen:**
 - 1 gang carrier
 - 2 topmen
 - 5 general longshore craft

2. Additional employees may be hired at the discretion of the Employer. There shall be no requirement for relief drivers. There shall be a minimum of one (1) foreman required on vessel operations and no requirement for a foreman in terminal operations. However, if eight (8) or more employees of Local 333 are utilized in a terminal operation, a foreman shall be employed. These foremen will be paid the applicable base wage for “Other Foremen”.

3. One (1) gearman/mechanic is to be guaranteed 40 hours of work per week except on weeks with no work holidays and utilized on vessels and terminal simultaneously.

Article VI – No Strike / No Lockout / Sympathy Strikes

1. There shall be no lockout during the duration of this Agreement.

2. The Union shall not call nor condone any work stoppages during the duration of this Agreements except under the following circumstances:
 - Observance of a lawful, primary picket line established by another bona fide labor organization

3. An Employer shall not have just cause for discipline or discharge of an employee who refuses to cross a lawful, primary picket line.

Article VII – Duration

This Agreement shall expire on September 30, 2005 with 30 days notice from either party. If no notice is given this Agreement will extend until September 30, 2010.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 4th day of June 2004.

STEAMSHIP TRADE ASSOCIATION
OF BALTIMORE, INC. on behalf of
its Member Employers

By Michael V. Angelo
President

INT'L. LONGSHOREMEN'S
ASSOCIATION, LOCAL 333

By Joseph
President

My commission expires 5/2/2005

By Ruth & Jones

GRIMALDI GROUP VESSEL AGREEMENT

This Grimaldi Group Vessel Agreement (the “Agreement”) is entered into between the Steamship Trade Association of Baltimore, Inc. (the “STA”) on behalf of its members, and the Grimaldi Group, on the one hand, and the International Longshoremen’s Association, AFL-CIO (the “ILA”) in the Port of Baltimore and its affiliated Local 333, on the other hand.

RECITALS

- A. The Grimaldi Group intends to initiate new services to North America.
- B. In order to induce the Grimaldi Group to call upon the Port of Baltimore, and because such new service confers additional opportunities for employment of longshoremen at the Port of Baltimore, special consideration shall be afforded to Grimaldi under the provisions of this Agreement.

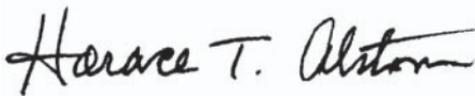
AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE COSIDERATION, The receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Recitals. The Recitals above are incorporated by reference as though fully set forth herein.
- 2. Term. The Agreement shall commence upon its execution and be effective for a term coinciding with the Local 333 Agreement, which terminates on September 30, 2010.

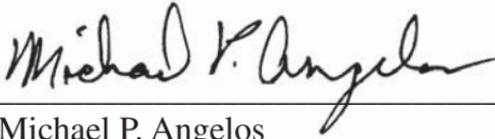
3. The CBA. The parties agree that, except as specifically set forth herein, each and every provision of the Master Contract and Local Agreements currently in effect at the date of the execution of this Agreement or which are entered into after the execution of this Agreement, herein referred to collectively as the “CBA”, shall be applicable to the vessel operations of this new service.
4. Most Favored Nations Clause. The Parties expressly agree to waive any application of the “Most Favored Nations” clause of the CBA with respect to this Agreement.
5. Utilization of Ro/Ro Gang. When a minimum of two (2) gangs are employed on a vessel, one gang may be divided into two (2) work groups to work in more than one area or compartment of the vessel any time during loading or discharging operations (i.e. one gang may be split to work two (2) different decks and/or different holds simultaneously). Each work group shall consist of not less than nine (9) employees and will work under the supervision of an ILA foreman. If a gang is to be divided into two (2) work groups, an additional nine (9) gang employees will be prior day ordered with the gang. Topmen shall be utilized on vessels to direct and signal.

AGREED AND EXECUTED UNDER SEAL this 26th day of September, 2006



(SEAL)

Horace T. Alston
International Longshoremen's
Association, AFL-CIO, Local 333



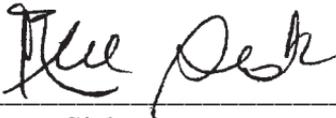
(SEAL)

Michael P. Angelos
President, The Steamship Trade
Association of Baltimore, Inc.



(SEAL)

The Grimaldi Group
By Robert Moore
V.P. Marine & Terminal Operations



Renee Sisk
Notary Public of New Jersey
My Commision Expires: March 18, 2011

ADDENDUM AGREEMENT

RECITALS

- A. This Addendum to the Agreement between Steamship Trade Association of Baltimore, Inc. (STA) and the International Longshoremen's Association, AFL-CIO (ILA) in the Port of Baltimore and its affiliated Local 333 relates to the Cruise Terminal facilities in the Port of Baltimore (hereinafter, the "Terminal") and shall apply solely to passenger vessels.
- B. This Addendum sets forth new operational concepts involved in the details of vessel and marine terminal operations at the Terminal and is respectful of ILA craft jurisdictions. This Addendum shall commence on May 1st, 2005 and shall continue in duration until both parties agree to terminate the Addendum.
- C. Except as specifically set forth herein, each and every provision of the Master Contract and the Local Agreements in effect at the date of the signing hereof, or which are entered into after the date of the signing hereof (the "Agreements") shall be applicable to the operation of the Terminal.

WHEREFORE, in consideration of the above recitals, which are incorporated herein by reference, it is **AGREED**:

1. Starting Times: There may be starting times on vessels at 7:00 A.M., 8:00 A.M., 10:00 A.M., 1:00 P.M., 3:00 P.M., 7:00 P.M., and 12:00 midnight. Guarantees as set forth in the Agreements shall be applicable to all starting times, with the exception of 10:00 A.M. and 3:00 P.M. starts, which shall be subject to a seven-hour and eight-hour guarantee, respectively. All hours prior to 8:00 A.M. and

after 5:00 P.M. shall be paid at the rate of time and one half (1-1/2 times) the straight time rate, excluding 6:00 P.M. and 12:00 midnight meal hours. For Saturdays, Sundays and/or ILA Holidays, the prevailing overtime rate as set forth in the Agreement shall apply.

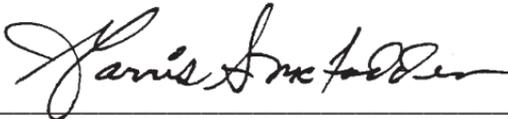
2. Set Back: Solely on Monday, or Tuesday following a Monday holiday, in the event a vessel cannot be worked due to equipment failure, non-arrival or some similar circumstance, following notification of the Hiring Hall and the approval of a Union official, the employer may set back an 8:00 A.M. order to either 10:00 A.M. or 1:00 P.M., all existing guarantees shall apply to set backs.
3. “Staggered” Meal Hours: The employer shall have the option of implementing staggered meal hours to allow for continuous operations. Meal hours may be taken either during the 4th or 5th hours of normal operation. The 10:00 A.M. start time meal hour may be taken either during the 2nd or 3rd hours of operation. The 3:00 P.M. start time meal hour may be taken during the 3rd or 4th hours of operation. Meal hours for individual employees will be designated at the beginning of each operation.
4. Flexibility of Labor: After working six (6) hours, the employer, may reduce the number of porters working a vessel by a maximum of twenty (20) percent.
5. Passenger Gang Minimum Manning: The minimum gang size shall be gang carrier plus 17 longshoremen. The porter reduction in No. 4 above shall not exceed the minimum gang structure of a gang carrier and 17 longshoremen. On embark vessels only the minimum gang size shall be a gang carrier plus 15 longshoremen with no reductions.
6. Meal Hour: If an employee works through the meal hour, for that hour and continuing until the work on the vessel

is completed, employees shall be paid at a rate of time and 1-1/2 of the straight time rate. If an employee works through the meal hour but work on a vessel finishes prior to expiration of the guaranteed time, the prevailing rate of pay shall apply from the time the work is completed until the guaranty expires. If an employee works through the 6:00 P.M. or 12:00 midnight meal hour they shall be paid at double the straight time rate. After the meal hour, the rate of pay shall revert back to the prevailing rate.

7. Store Gang: When a store gang is required a separate store gang will be hired.
8. It is understood by ILA Local 333 and Management that only employees on the payroll will handle baggage.
9. Miscellaneous: All work within the jurisdiction of ILA Local 333 in the Terminal shall be performed by ILA Local 333 in accordance with the Agreements.

IT IS HEREBY UNDERSTOOD AND AGREED:

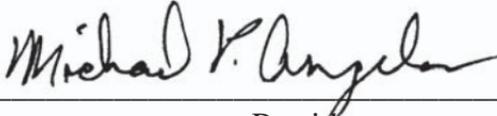
International Longshoremen's Association, Local 333,
AFL-CIO its own right and on behalf of members.

By: 

President

International Longshoremen's Association, AFL-CIO

Steamship Trade Association of Baltimore, Inc. in its own
right and in on behalf of its constituent its
constituent members.

By: 

President

FINAL OFFER
ADDENDUM AGREEMENT

This Addendum Agreement is made and entered into this 2nd day of July, 2003, by and between The Steamship Trade Association of Baltimore, Inc. on behalf of its members, hereinafter referred to as “STA”, or “Employer”, and the International Longshoreman’s Association, AFL-CIO, and its affiliated Local 333, hereinafter referred to as the “Union”.

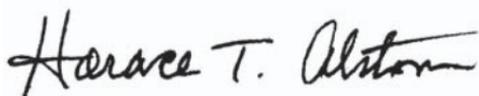
This Addendum Agreement is in recognition of the competitiveness of other ports and terminals, both Union and non-Union, and is made for the purpose of bringing additional cargo and job opportunities to The Port of Baltimore, on a long-term basis. This Addendum Agreement shall be applicable only to that cargo known as “Forest Products” handled on Splietoff’s, S-Type, and “Sideport” vessels.

1. When handling forest products on vessels with sideports, the gang size shall be as follows:
 - From ratification through September 30, 2003, one (1) gang carrier, four (4) elevator operators, and nine (9) longshoremen.
 - From October 1, 2003 through September 30, 2004, one (1) gang carrier, four (4) elevator operators, and eight (8) longshoremen.
 - From October 1, 2004 through September 30, 2005, one (1) gang carrier, four (4) elevator operators, and seven (7) longshoremen.
 - From October 1, 2005 through September 30, 2006, one (1) gang carrier, four (4) elevator operators, and six (6) longshoremen.

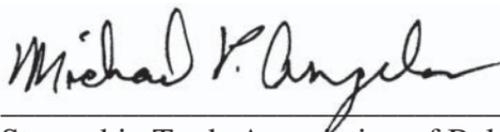
- From October 1, 2006 through September 30, 2007, one (1) gang carrier, four (4) elevator operators, and five (5) longshoremen.
2. Drivers will be ordered separately and as required, with relief drivers as per the local agreement, (currently at 1 relief for 6 drivers)
 3. The gang and assigned drivers shall at the direction of the Employer, work in multiple locations within the vessel and on the pier.
 4. Effective October 1, 2003, a gearman will not be required as part of the vessel operation.
 5. The wages will be as follows, with applicable local skill differentials.
 - From ratification through September 30, 2003, base wage of \$22.00 for longshoremen and \$24.50 for drivers.
 - From October 1, 2003 through September 30, 2004, base wage of \$23.00 for longshoremen and \$25.50 for drivers.
 - From October 1, 2004 through September 30, 2005, base wage of \$24.00 for longshoremen and \$26.50 for drivers.
 - From October 1, 2005 through September 30, 2006, base wage of \$25.00 for longshoremen and \$27.50 for drivers.
 - From October 1, 2006 through September 30, 2007, base wage of \$26.00 for longshoremen and \$28.50 from drivers.

6. Two (2) additional start times will be added, at 10:00 AM and 3:00 PM, as per the Addendum Agreement with Wallenius Wilhelmsen Lines, with applicable guarantees.
7. The Employer may, at their sole discretion, knock off the operation at 9:00 PM regardless of whether the vessel or hatch has been completed. The Employer may, at their sole discretion, elect to work through the 6:00 PM to 7:00 PM meal hour, and knock off the operation at 9:00 PM regardless of whether the vessel or hatch has been completed. If any longshoremen do not return to work after the meal hour, the company is not obligated to replace the men, and if they do, the replacements will “get what they make.”

AGREED:



International Longshoreman's Association



Steamship Trade Association of Baltimore

ADDENDUM AGREEMENT

This Addendum Agreement is made and entered into this 4th day of October, 2005, by and between The Steamship Trade Association of Baltimore, Inc. on behalf of its members, hereinafter referred to as “STA”, or “Employer”, and the International Longshoreman’s Association, AFL-CIO, and its affiliated Local 333, hereinafter referred to as the “Union”.

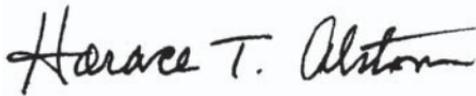
This Addendum Agreement is in recognition of the competitiveness of other ports and terminals, both Union and non-Union, and is made for the purpose of bringing additional cargo and job opportunities to The Port of Baltimore, on a long-term basis. This Addendum Agreement shall be applicable only to that cargo known as “Forest Products” handled on “Sideport and/or Stern Ramp” vessels.

1. When handling forest products on vessels with sideports and/or stern ramp, the gang size shall be as follows:
 - From ratification through September 30, 2003, one (1) gang carrier, four (4) elevator operators, and nine (9) longshoremen.
 - From October 1, 2003 through September 30, 2004, one (1) gang carrier, four (4) elevator operator, and eight (8) longshoremen.
 - From October 1, 2004 through September 30, 2005, one (1) gang carrier, four (4) elevator operators, and seven (7) longshoremen.
 - From October 1, 2005 through September 30, 2006, one (1) gang carrier, four (4) elevator operators, and six (6) longshoremen.

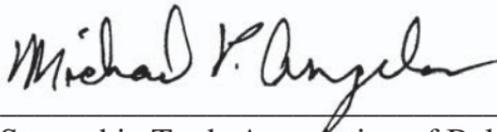
- From October 1, 2006 through September 30, 2007, one (1) gang carrier, four elevator operators, and five (5) longshoremen.
2. Drivers will be ordered separately and as required, with relief drivers as per the local agreement, (currently at 1 relief for 6 drivers)
 3. The gang and assigned drivers shall at the directions of the Employer, work in multiple locations within the vessel and on the pier.
 4. Effective October 1, 2003, a gearman will not be required as part of the vessel operation.
 5. The wages will be as follows, with applicable local skill differentials.
 - From ratification through September 30, 2003, base wage of \$22.00 for longshoremen and \$24.50 for drivers.
 - From October 1, 2003 through September 30, 2004, base wage of \$23.00 for longshoremen and \$25.50 for drivers.
 - From October 1, 2004 through September 30, 2005, base wage of \$24.00 for longshoremen and \$26.50 for drivers.
 - From October 1, 2005 through September 30, 2006, base wage of \$25.00 for longshoremen and \$27.50 for drivers.
 - From October 1, 2006 through September 30, 2007, base wage of \$26.00 for longshoremen and \$28.50 for drivers.

6. Two (2) additional start times will be added, at 10:00 AM and 3:00 PM, as per the Addendum Agreement with Wallenius Wilhelmsen Lines, with applicable guarantees.
7. The Employer may, at their sole discretion knock off the operation at 9:00 PM regardless of whether the vessel or hatch has been completed. The Employer may, at their sole discretion, elect to work through the 6:00 PM to 7:00 PM meal hour, and knock off the operation at 9:00 PM regardless of whether the vessel or hatch has been completed. If any longshoremen do not return to work after the meal hour, the company is not obligated to replace the men, and if they do, the replacements will “get what they make.”

AGREED:



International Longshoreman's Association



Steamship Trade Association of Baltimore

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Steamship Trade Association of Baltimore, Inc. (“STA”), on behalf of its member-employer, Tartan Terminals, and International Longshoremen’s Association, Local 333 (“Union”), on behalf of its members. The purpose of the MOU is to clarify and memorialize mutually understood interpretations of the Forest Products Addendum Agreement (“FPAA”) that was effective on September 30, 2003.

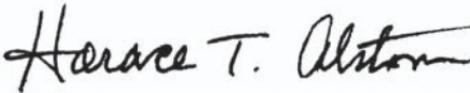
The parties understand and agree that the intent of the FPAA is that it applies to Sideport and/or Stern Ramp vessels.

FOR THE STA:



Dated: 11-14-2005

FOR THE UNION:



Dated: 11-14-2005

ATTACHMENT 3

The following Supplementary Agreement shall remain in force for the life of the present contract, the Cargo-Agreement-Local 333.

SUPPLEMENTARY AGREEMENT

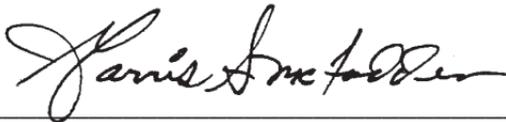
This Supplementary Agreement made and entered into by and between the Steamship Trade Association of Baltimore, Inc., acting for and on behalf of its members (the “First Party”), and the International Longshoreman’s Association, AFL-CIO, affiliated Local 333 (the “Second Party”), concerns the seniority system as it applies to the hiring of foreman at the Port of Baltimore and its Vicinity covered by the Cargo Agreement – Local 333.

Both parties agree that on and after February 10, 2004, a member of Local 333 shall not be entitled to obtain seniority as a foreman with an employer unless the person has (1) obtained the foreman position by the bid procedure; (2) completed thirty (30) working days performing the work as foreman (including, when applicable, training and evaluation for the foreman position as determined by the employer)(the “Probationary Period”); during which time the Union may have the opportunity to observe; (3) is determined in the sole discretion of the employer prior to expiration of the Probationary Period that the person is acceptable as a foreman; and (4) the Seniority Board is so advised of the employer’s decision.

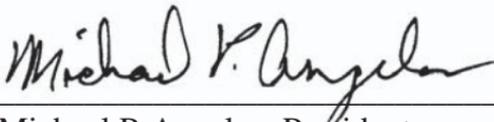
If the employee is acceptable to the employer, the person’s Local 333 company seniority as a foreman shall date from the thirty-first (31st) working day.

The employee must commit to the Foreman's position within five (5) working days. If, after five (5) working days, the employee voluntarily leaves the Foreman's position, that employee loses his/her previous position of employment with the Company posting and is prohibited from bidding on any permanent job vacancy for a period of 180 days with the posting Company.

If the employer determines in its sole discretion that the person is not acceptable or able to qualify for the foreman position, the Local shall have the right to question the employer's assessment of productivity, reliability and qualifications of the person who is trying to qualify for the Foreman's position. If deemed not acceptable the Local 333 member shall have the right to return to his or her previous position of employment and there will be no change in seniority.



Garris S. McFadden, President
Local 333, International Longshoremen's
Association, AFL-CIO



Michael P. Angelos, President
Steamship Trade Association
of Baltimore, Inc.