

K# 5433

MAY 30, 2002

MASTER AGREEMENT

BETWEEN

GREAT LAKES STEVEDORE EMPLOYERS

AND

**GREAT LAKES DISTRICT COUNCIL-ATLANTIC COAST DISTRICT
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION AFL-CIO**

JANUARY 1, 2002 DECEMBER 31, 2005

Final and Complete Agreement dated May 30, 2002

35 - pages

It is hereby agreed by and between the **GREAT LAKES STEVEDORE EMPLOYERS, ("GLSE")** signatory to this Agreement (hereinafter the "Employer" or "Employers" or the "Company" or "Companies"), their associates, assignees, successors, whether acting individually or in a joint venture, and the **GREAT LAKES DISTRICT COUNCIL, ATLANTIC COAST DISTRICT, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO ("GLDC-ACD/ILA")** and its' Affiliated Local Unions, within the Great Lakes States Maritime System, that the following constitutes their Master Agreement to cover all ports within Great Lakes States Maritime System effective January 1, 2002 through December 31, 2005

JURISDICTION

1. GLDC-ACD/I.L.A. represents all employees. Employees shall mean employees of the Employers in stevedore and terminal operations such as Longshoremen, Warehousemen, Checkers, Yard Workers, Maintenance Employees, Power Equipment Operators, Crane Operators, and Linesmen, and any other job classifications as defined in the individual affiliated local union's contracts with the respective employers. The Employers agree not to divert, assign or transfer any work under the jurisdiction of this agreement to any affiliated or subsidiary Company.

WAGES

- 2.1. **Steel Products, Project Cargoes, Heavy Lifts, Break Bulk Freight, Bulk Cargo, Containers** and all other types of Cargoes and Freight including all Cargoes and Freight loaded and/or discharged on LASH Barges, or handled on Terminal, Warehouse Operations, and Linesmen.

	Journeyman Longshoremen	Apprentice Longshoremen	Apprentice Trainee
Wages effective 1/1/2002 - 12/31/2002	\$21.00@ hour	\$19.50@ hour	\$17.50@ hour
Wages effective 1/1/2003 - 12/31/2003	\$21.00@ hour	\$19.50@ hour	\$17.50@ hour
Wages effective 1/1/2004 - 12/31/2004	\$21.00@ hour	\$19.50@ hour	\$17.50@ hour
Wages effective 1/1/2005 - 12/31/2005	\$21.25@ hour	\$19.75@ hour	\$17.75@ hour

2.2 All Grain Locals

	Journeyman Longshoremen
Wages effective 1/1/2002 - 12/31/2002	\$20.30@ hour
Wages effective 1/1/2003 - 12/31/2003	\$20.60@ hour
Wages effective 1/1/2004 - 12/31/2004	\$20.90@ hour
Wages effective 1/1/2005 - 12/31/2005	\$21.25@ hour

2.3 Barges-All Cargoes (except LASH Barges and barges covered under Domestic Barge Agreements)

	Journeyman Longshoremen	Apprentice Longshoremen	Apprentice Trainee
Wages effective 1/1/2002 - 12/31/2002	\$17.25@ hour	\$15.75@ hour	\$13.75@ hour
Wages effective 1/1/2003 - 12/31/2003	\$17.25@ hour	\$15.75@ hour	\$13.75@ hour
Wages effective 1/1/2004 - 12/31/2004	\$17.25@ hour	\$15.75@ hour	\$13.75@ hour
Wages effective 1/1/2005 - 12/31/2005	\$17.50@ hour	\$16.00@ hour	\$14.00@ hour

CONTRIBUTIONS TO PENSION AND WELFARE PLANS

3.1 The minimum contribution for all ports except Toledo Grain, Duluth/Superior, Milwaukee Grain, and Burns Harbor Grain;

1/1/2002 - 12/31/2002	an increase of \$.56 @ hour	for a total of	\$9.50 per hour
1/1/2003 - 12/31/2003	an increase of \$.75 @ hour	for a total of	\$10.25 per hour
1/1/2004 - 12/31/2004	an increase of \$.75 @ hour	for a total of	\$11.00 per hour
1/1/2005 - 12/31/2005	an increase of \$.50 @ hour	for a total of	\$11.50 per hour

3.2 The minimum contributions for Duluth/Superior, Milwaukee Grain, and Burns Harbor Grain;

1/1/2002 - 12/31/2002	\$9.25 per hour
1/1/2003 - 12/31/2003	\$10.25 per hour
1/1/2004 - 12/31/2004	\$11.00 per hour
1/1/2005 - 12/31/2005	\$11.50 per hour

3.3 The minimum contributions for Toledo Grain;

1/1/2002 - 12/31/2002	\$9.84 per hour
1/1/2003 - 12/31/2003	\$10.25 per hour
1/1/2004 - 12/31/2004	\$11.00 per hour
1/1/2005 - 12/31/2005	\$11.50 per hour

The above listed minimum contributions are to be allocated as per affiliated local contractual agreements and affiliated local trust fund agreements.

- 4.** The above 2002 Wage, Pension and Welfare Contributions will be retroactive to 12:01 A.M., January 1, 2002 as to any Affiliated Local Union, provided its Local Agreement is ratified on or before sixty (60) days from the signing of this Master Agreement. The above 2002 Wages, Pension and Welfare contributions will be effective as to any other Affiliated Local Union on the date its respective Local Agreement is ratified, unless otherwise mutually agreed to by the Local Parties.

TONNAGE INCENTIVE PROGRAM

4.1. The Employers covered by this Master Agreement will make tonnage payments effective January 1, 2002 through December 31, 2005 on each weight ton of 2240 lbs. of cargo loaded or discharged at Great Lakes Ports to or from vessels in the overseas trade, in the following amount:

General Cargo, Containers, Heavy Lifts and Ro-Ro Cargoes	\$0.03
Steel Cargoes	\$0.015
All Bulk Cargo	\$0.01

A. All Grain Locals shall receive their incentive amount for Bulk Grain Cargoes, in the following manner;

1/1/2002 - 12/31/2002	\$.01
1/1/2003 - 12/31/2003	\$.005
1/1/2004 - 12/31/2004	\$.005
1/1/2005 - 12/31/2005	\$.01

4.2. The payments required to be made under section 4.1 are intended for a tonnage incentive program and shall be paid out as per affiliated local union's contractual agreement and/or affiliated local union trust fund agreements.

CONTAINERIZATION - LASH

5.1. **GLDC-ACD/ILA** intends to enter into an Agreement with the United States Maritime Alliance Ltd. (USMX) and the Carriers Container Council, Inc. (CCC) for the stuffing and stripping of containers within the control of the Carriers. Such Agreements will not be in conflict with the terms of this Agreement.

5.2. **CONTAINERIZATION - LASH AND RO-RO:** The present rules on containerization and the present LASH and RO-RO Agreement as set forth in the Carriers Container Council, Inc. Memorandum shall prevail, except the provision regarding the amount and rate of royalty payments. Any rule relating to radius or any rule effected by radius is deleted. In lieu of the amounts of royalty payable under the Carriers Container Council, Inc. Agreements, there shall be a royalty payment of Ten Dollars (\$10.00) per loaded container regardless of size and weight, to be allocated and distributed as provided in the affiliated Local Agreements and/or Affiliated Local Union Trust Fund Plans.

SECURING, CLEANING, FITTING, LASHING, AND OTHER SERVICES

6. All cleaning, securing, unsecuring, fitting, welding, lashing, unlashng, carpentry, conventional bulk cargo trimming, and other services shall be done by employees represented by GLDC-ACD, ILA when requested by the Employer.

ADVERSE CONDITIONS

7. When an adverse condition affects the status of area standards of work, either the Employers, the Great Lakes District Council-ACD/ILA or an affiliated Local Union may request that the Great Lakes District, Council-ACD/ILA along with their affiliated Local Unions' designated elected officers, attempt to negotiate a Domestic Barge Agreement concerning the Employers and the cargo that is having an adverse effect on the local port area standards and the Employers' port operations competitiveness. Any such Domestic Agreement shall be approved and ratified within the port affected and by the affiliated Local Union affected and by the Great Lakes District Council, Atlantic Coast District, ILA. Domestic barge agreements shall be in effect for a minimum of one year and/or not to exceed the length of this Agreement .

NEW OPERATIONS

8. On new operations, the Company will notify the GLDC-ACD/ILA as soon as possible and they shall promptly negotiate to establish an appropriate minimum gang for such new operations. When no agreement is reached, the job shall be worked as the Company orders, and the Company and the GLDC-ACD/ILA will continue to negotiate for a permanent minimum gang size, and if they are unable to reach agreement within thirty days after the Company's notice, the parties shall utilize step three of the grievance and arbitration procedures under this agreement.

PLEDGE FOR CHECK-OFF ASSIGNMENT AND AUTHORIZATION MONIES

- 9.1. Subject to the limitations, if any, by the State laws under §14(b) of the Federal Labor-Management Relations Act, employees represented by the International Longshoremen's Association, AFL-CIO shall voluntarily sign a pledge for check-off assignment and authorization monies. Each employee represented by the ILA, AFL-CIO shall assign to the International Longshoremen's Association, AFL-CIO, and authorize and direct their employer or employers to deduct from their wages and earnings, earned and guaranteed, received by them by reason of their employment under a collective bargaining agreement with the ILA, AFL-CIO and /or any of its Affiliated Local Unions, the total sum equal to nine-tenths of one percent (9/10 of 1%) of their straight time hourly rate for each hour paid to the employee, by the employer, representing that portion of per capita owed to the ILA, AFL-CIO as service fees, such sum to be paid directly to the ILA, AFL-CIO. These check-off assignment and authorization monies are to defray and assist with the cost and expenses of operating the International Longshoremen's Association, AFL-CIO., its business office and all other functions, negotiations, policing of conditions and enforcement of the working agreements between the employers under contract with the International Longshoremen's Association, AFL-CIO.
- 9.2 Subject to the limitations, if any, by the State laws under §14(b) of the Federal Labor-Management Relations Act, employees represented by the International Longshoremen's Association, AFL-CIO shall voluntarily sign a pledge for check-off assignment and authorization monies. Each employee represented by the ILA, AFL-CIO shall assign to the International Longshoremen's Association, AFL-CIO, Committee on Political Education and authorize and direct their employer or employers to deduct from their wages and earnings, earned and guaranteed, received by them by reason of their employment under a collective bargaining agreement with the ILA, AFL-CIO and /or any of its Affiliated Local Unions, the total sum equal to one-tenth of one percent (1/10 of 1%) of their straight

time hourly rate for each hour paid to the employee, by the employer. Such sum is to be paid directly to the ILA COPE. The ILA COPE which is connected with the International Longshoremen's Association, AFL-CIO, and AFL-CIO COPE use the money they receive for political purposes (including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance). The employees may refuse to contribute this COPE deduction without reprisal.

9.3 Subject to the limitations, if any, by the State laws under §14(b) of the Federal Labor-Management Relations Act, employees represented by the Great Lakes District Council - Atlantic Coast District, International Longshoremen's Association, AFL-CIO, (GLDC-ACD/ILA) shall voluntarily sign a pledge for check-off assignment and authorization monies. Each employee represented by the GLDC-ACD/ILA, AFL-CIO shall assign to the GLDC-ACD/ILA, AFL-CIO, and authorize and direct their employer or employers to deduct from their wages and earnings, earned and guaranteed, received by them by reason of their employment under a collective bargaining agreement with the GLDC-ACD/ILA, AFL-CIO and /or any of its Affiliated Local Unions, the total sum equal to one percent (1%) of their straight time hourly rate for each hour paid to the employee, by the employer, representing that portion of per capita owed to the GLDC-ACD/ILA, AFL-CIO as service fees. Such sum is to be paid directly to the GLDC-ACD/ILA, AFL-CIO. These check-off assignment and authorization monies are to defray and assist with the costs and expenses of operating the GLDC-ACD/ILA, AFL-CIO, its business office, and all other functions, negotiations, policing of conditions and enforcement of the working agreements between the employers under contract with the GLDC-ACD/ILA, AFL-CIO and/or any of its Affiliated Local Unions. The sum of 1% per hour is to be deducted from the straight time hourly rate for each hour worked, as per proper authorization form received by the Employers.

9.4 The GLDC-ACD/ILA and its affiliated Local Unions shall indemnify and save the Employer(s) harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer(s) in reliance on such check-off and/or authorization pledge(s) or for complying with any provisions of this Section.

EARNED OFF SEASON SUPPLEMENT BENEFIT TRUST FUND (EOSSBTF)

10. Participation in a Earned Off Season Supplement Benefit Trust Fund by Affiliated Local Unions shall be optional upon the request of the Affiliated Local Union to participate. The GLDC-ACD/ILA, and the Employers will encourage and assist all GLDC-ACD/ILA., AFL-CIO., Affiliated Locals presently not participating in this type of plan to institute such a plan in conjunction with affiliated local union negotiations. A copy of such Plan shall be forwarded to the GLDC-ACD/ILA Office prior to implementation by an Employer and its Affiliated Local Union. Any affiliated Local Union that agrees to institute such plan shall adopt a plan which is approved in accordance with all Federal Laws, Rules, and Regulations.

IMMIGRATION AND NATURALIZATION

11. The Employers agree that they shall adhere to and follow all Department of Immigration and Naturalization Policies, Rules, and Regulations as they may from time to time be issued, changed or

amended in reference to or which refers to occupational services effected within the maritime industry of these United States of America.

LONGSHOREMEN AND HARBOR WORKERS ACT OF 1974

12. The Employers shall provide Longshoremen and Harbor Workers Coverage for all employees employed by them and a copy of the policy shall be given to the Affiliated Local Unions' designated elected representative and the GLDC-ACD/ ILA.

PHYSICAL EXAMINATIONS

13.1. The parties agree that the Employers shall have the right to require periodic and pre-hire physical examinations as a condition of employment by a licensed United States Department of Labor (USDOL) board approved physician.

13.2. All prospective employees and current employees will;

- (A) be in a physical condition which is appropriate for the type of work to be performed with efficiency and without danger to themselves or those with whom they work.
- (B) have no physical or mental impairments or habits, including alcohol or substance abuse, which may affect his/her ability to perform the services for which that person is hired.
- (C) employees are expected and required to report to work on time in appropriate mental and physical condition for work. It is the employers' intent and obligation to provide a drug/alcohol free, healthful, safe and secure work environment.
- (D) all employees who are required, by the employer, to take their periodic physical shall do so on Company time and the complete cost of the physical shall be paid by the employer.

DRUG AND ALCOHOL POLICY

14.1. The Company recognizes drug and alcohol dependency as an illness and a major health problem. Drug and alcohol abuse is a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employers' health insurance plan, appropriate public assistance programs, or affiliated local union trust fund health insurance plan, whichever is applicable and provided they meet the applicable program's coverage qualifications. In those cases where an employee is not covered by one of the above mentioned options, the employer may require the employee to attend a local Alcoholics Anonymous program, a local Narcotics Anonymous program or similar counseling program. The employee may be required to provide proof of attendance in such program and the employer may require the employee to submit to periodic random testing to verify compliance with the Drug and Alcohol testing program for up to six months. It is understood that neither the employer nor the GLDC-ACD/ILA nor its affiliated locals shall be responsible to pay for costs associated with rehabilitation.

14.2. The manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol on Company premises or while conducting Company business off Company premises is absolutely prohibited and will result in discharge.

- 14.3.** Employees may be tested for drug/alcohol use when there is reasonable cause for believing that the employee(s) is under the influence of drugs/alcohol, as prescribed within the agreed upon "Drug and Alcohol Policy" and that this could be or has jeopardized work-place safety or job performance. Refusal to submit to drug and/or alcohol screen will result in an immediate termination of employment. In addition the Employers reserve the right to give drug or alcohol tests to all new applicants for employment.
- 14.4.** All drug and alcohol tests will be conducted pursuant to this written policy prepared by the GLSE and GLDC-ACD/ILA, which will be included as a part of the Employers' work rules. Employees whose drug testing exceed the cutoff levels for initial and confirmatory testing established in the guidelines of the National Institute on Drug Abuse and Department of Health and Human Services for federal workplace drug testing programs shall be conclusively deemed to be impaired under the Employers' policy. Employees whose alcohol tests reveal a concentration of 0.04 percent of alcohol in the Employee's blood stream shall be conclusively deemed to be impaired under the Employers' policy.
- 14.5.** Employees must, as a condition of employment, abide by the terms of the above policy, and also must report any conviction under a criminal drug statute for violations occurring on company premises or while conducting company business off company premises. A report of conviction must be made within five (5) days after conviction as mandated by the Drug Free Workplace Act.
- 14.6.** The Drug and Alcohol Policy and Programs now in effect in each port and district shall be continued for the term of this Agreement. Those Ports without an existing Drug and Alcohol Policy shall establish and administer the following Drug and Alcohol Policy, which contains the minimum standards and procedures for all Employers and GLDC-ACD/ILA Ports. Ports who have an existing Drug and Alcohol Policy shall be amended to reflect the terms of this Policy that are more definitive than in their existing Policy. When terms in this Policy do not exist in the existing Affiliated Local Union's Port Policy, within the GLDC-ACD/ILA, such terms shall be included in the Affiliated Local Union's Working Agreement.
- 14.7. Policy Statement:** It is the intent and obligation of the GLSE to provide a drug/alcohol free, healthful, safe and secure work environment. The Employers and the Affiliated Local Unions within the GLDC-ACD/ILA recognizes drug and alcohol dependency as an illness and a major health problem. Drug and alcohol abuse is a potential health, safety, and security problem. The Employer members of the Employers and the Affiliated Local Unions within the GLDC-ACD/ILA maintain a strong commitment to protect people and property and to provide a safe working environment. To this end, the Employer members of the Employers shall establish its confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse, and the parties of this Agreement urge employees who have such problems to utilize the individual Local Program's services. It is understood that neither the employer nor the GLDC-ACD/ILA nor its affiliated locals shall be responsible to pay for costs associated with rehabilitation.
- 14.8.** To maintain a drug and alcohol free workplace, which provides a safe and healthy work environment for all employees, the following drug and alcohol program is established.

14.9. Definitions:

- (A) **Alcohol:** Ethyl alcohol
- (B) **Prohibited Items & Substances:** All illegal drugs and controlled substances (including look-alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the Employer.
- (C) **The Employer Premises:** All property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer, including all job sites or work locations over which the Employer has legal responsibility.
- (D) **Employees:** All Management and Bargaining Unit persons covered by this Agreement.
- (E) **Accident:** An event resulting in injury to a person or damage of property to which an employee contributed as a direct or indirect cause.
- (F) **Reasonable Cause:** Erratic or irrational behavior; extreme mood shifts, by an employee including but not limited to noticeable imbalance; incoherence and disorientation; poor motor coordination; slurred speech; detection of alcohol or substance on breath; etc., which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.
- (G) **Under the Influence:** Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.
- (H) **Safety-Critical Jobs:** Employees assigned to a job which is considered a "Safety-Critical" job is subject to random alcohol and/or drug testing at any time during the performance of the "Safety Critical" job.
- (I) **Test:** The taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol or any metabolite thereof.

14.10. Disciplinary Action:

- (A) All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances on or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.
- (B) When the Employer has reasonable cause as outlined in Section 14.9, (F) and (G) of this program, to believe that an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. In all other cases, the Employer will suspend subject to discharge all employees who **refuse to cooperate with testing procedures;**

- (C) The suspended employee's pay will stop immediately, and after the employee acknowledges that his refusal to cooperate will subject him to discharge, they will be ordered off the job without regard to the guarantee. Notice of discharge under the (B) provision of this policy will be given to the Affiliated Local Union by the Employer within forty-eight (48) hours in written form.
- (D) Employees who are found in possession of alcohol, drugs or are found selling or distributing drugs on the Employer's premises shall be terminated:
- (E) Any employee suspended, terminated, or otherwise disciplined by the Employer shall be regarded as similarly suspended, terminated, or likewise disciplined by all Employers signatory to this Agreement.

14.11 Substances for Testing for Job Impairment

- A. (1) **Alcohol:** Employees who register .02 (2%) or greater, but less than .04 (4%) on a breathalyzer for alcohol shall be suspended for the remainder of the work day and sent home immediately without further recourse. Those employees who register .04 (4%) on a breathalyzer for alcohol shall be subject to the disciplinary procedure and for further clinical testing.
- B. **Prohibited Drugs:** Nine key drugs to be tested, usually by urinalysis, at least at the following levels:

Drug	Initial Testing- EMIT (ng/ML)	Confirmation (GC/MS)
Marijuana	50	15
Cocaine	300	150
Opiates	2000	2000
Phencyclidine	25	25
Amphetamines	1000	500
Barbiturates	300	300
Benzodiazepines	300	300
Methadone	300	300
Methaqualone	300	300

14.12. Periods for testing

- 1. **Pre-employment:** absolute abstinence as a condition to obtaining employment.
- 2. **On-the-job:** from time of reporting to time of dismissal, whenever an employee or management personnel is engaged on assignment or detail.

14.13. Employee conditions which require testing:

- 1) Erratic or irrational behavior; extreme mood shifts, by an employee including but not limited to noticeable imbalance; incoherence and disorientation; poor motor coordination; slurred speech; detection of alcohol or substance on breath; etc., which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.
- 2) An event resulting in injury to a person or damage of property to which an employee contributed as a direct or indirect cause. Injury shall be constituted when an injured employee requires clinical medical assistance.
- 3) Post-accident: all persons participating in and whose conduct or job-related decisions could have causally contributed to the event, including, where reasonable, the injured/killed individual(s).
- 4) Employees performing "safety-critical" jobs including, but not limited to, operators of the following equipment:
 - a) Inherently critical equipment:
 - i) Container cranes
 - ii) Transtainers
 - iii) Top-loaders
 - iv) Winches, Ship's Cranes, and/or Ship's gear which an employee operates in the performance of their job assignment
 - v) Bulldozers, Track-Mobile, and/or Front End Loaders
 - vi) Yard hustlers
 - vii) Hazardous material transporters
 - viii) Straddle Carrier
 - ix) Side Loader
 - x) Stacker
 - xi) Any motorized vehicle not enumerated in i) through x).
 - b) Jobs/equipment specific to the worksite, per the understandings of the on-site parties: e.g., signalman, hi-lo's, forklifts, any longshoremen employed in a position who oversees other employees and gives directives in reference to operations, etc., subject to submission to, the Drug and Alcohol Policy, where even minor impairment of faculties can create a hazardous environment.
 - c) Prior to work after completion of rehabilitation and during mandatory random testing periods following return to employment in the industry.

14.14. Cost of Testing: To be paid by the Employer.

14.15. Protocol for Requiring Tests:

- A. As part of the pre-employment physical examination, which will include provision for testing for alcohol and all prohibited drugs under this program.

B. Detecting and reporting an employee's or management's suspicious conditions:

- (i) A complaint may be made by a co-employee, an employee representative, management supervision, any management representative, or the ship's officer overseeing cargo-handling activity, to the pier superintendent, to the terminal manager or their superiors. However, if the report is made to a lower echelon supervisor, then the supervisor will obtain authority from higher management before he can direct the employee in question to cease his work and to take a test.
- (ii) The supervisor or management representative, as the case may be, must promptly investigate the complaint before proceeding further. Once confirmed, then the employee is directed to cease working under conditions he was working as and when he is observed.
- (iii) The employee's Designated Union representative, will promptly be notified of the proposed action. In the event of a delay in obtaining a Designated Union representative, the employee may be ordered to cease working pending the arrival of a Designated Union representative, provided, a clear and present danger to the employee and others persist during the interim.
- (iv) Where the suspected individual is an immediate or operational management over the rank-and-file longshoremen under the Affiliated Local Union's Collective Bargaining Agreement, all of the non-employee individuals listed at (i) above shall report to the dock superintendent or higher authority. Non-supervisory employees will report their suspicions and observations to their Designated Union Representative or any other on-site Union Representative, who will apprise the individual's immediate superior or, if he is not available, then any other of his on-site superiors, who will personally investigate the report and who will take appropriate action, consistent with this program.
- (v) In suspected substance abuse and post-accident situations, management representatives may interview the employee(s) in question, provided that a worksite or other available - union representative is present during the investigation to represent the employee.
- (vi) When the management representative determines that the employee's/supervisor's condition or behavior so warrants, or that an accident reasonably could have been caused as a result of physical or judgmental impairment of one or more such persons as are identified by management, then testing of such individual(s) may be directed by management. The designated union representative will be so advised and will be afforded the opportunity to represent the affected employee(s) at all subsequent stages of the testing procedures as set forth hereinafter. In the event that the on-site management and union representatives in a post-accident situation cannot agree on the individual(s) who is/are to be tested, then testing desired by management will take place, *provided* that the results of the specimen(s) taken from the individual(s) in dispute will remain under seal, in the possession of the MRO, until the higher level management and Union Representatives meet and agree to process - or to destroy - the specimen(s). When the representatives cannot agree, then the issue shall be directly referred to arbitration in accordance with the Grievance and Arbitration procedure as prescribed in the Affiliated Local Union's collective bargaining agreement.

14.16. Random Testing:

- A. Any employee or supervisor holding a safety critical job or operating safety critical equipment, is subject to random testing for prohibited substances at any time while he is on the job and without prior notice.
- B. Under a method to be agreed upon by the parties that will assure secrecy and non-discrimination, whether by classification, worksite employer or by another factor, employees in such designated safety positions will be required to submit to one or more tests annually, whether on a terminal basis (i.e., all employees holding safety critical positions at a particular worksite), percentage basis (i.e., a percentage of all safety critical positions at a specific or at all location(s), a job function or classification basis (i.e., all crane operators, all signalmen, all forklift operators, etc.), or on such other basis as the Employer and the Affiliated Local Union, shall from time to time determine, provided that the administration of such random testing is conducted uniformly as to all those within the designated zone for testing.
- C. Whenever an employee in a safety critical position, subject to random testing, is temporarily absent due to illness or for an acceptable reason then, upon his return to work, the employee will be subject to random testing at any time regardless that there may be another basis for testing at such time. In the event that an employee holding a safety-critical position desires to transfer to another position not classified as "safety-critical", he may apply directly or through his union representative and his application will be granted, provided that:
 - (i) The job is available and the employer's personnel policies and the applicable collective bargaining agreements so permit;
 - (ii) The applicant is qualified for the position: *provided, however*, that the employee will remain subject to such testing until the transfer becomes effective.

14.17. Testing Procedures:

- A.
 - 1. As a condition for being tested, the employer's on-site representative or his designee will give a candidate for testing a combined consent and release form. (*See* Appendix "A"). The candidate will be given the option to read the form or to have the form read to him before he is asked to sign it. In the event that the candidate indicates that he does not understand the requirements and/or undertakings to which he is about to consent - whether due, e.g., to a problem of language, comprehension, etc. - then the employer's representative will arrange to have the contents of the form explained to the candidate until he signifies his understanding. The employee will be assured that the results of his test(s) will be kept confidential as provided by this plan.
 - 2. In the event that the candidate thereafter refuses to complete and to sign the consent/release form without modification, then the candidate will be advised, in the presence of his supervisor and a union representative, that his failure to complete and sign the form will result in his

immediate discharge from his job. In this instance, the employee will be immediately removed from the worksite and will be sent home.

3. The employer's representative and the union representative who witnesses an employee's refusal to execute a consent/waiver form or failure or refusal to submit to a drug or alcohol test after an appropriate warning was given to the employee, will be required to confirm the pertinent facts in writing on the reverse of the designated consent form and to sign and date same. The completed document will then be promptly forwarded to the terminal manager or to his superiors for follow-up action. The employer will forward the original of the document to the Affiliated Local Union's Office with a notice that the employee be removed from the hiring system permanently. The Employer shall forward a copy of the document to the employee's last known address and of the action taken as a result of the employee's refusal.

- (B) Employees using medication prescribed by a licensed physician which may impair the performance of job duties must immediately inform Employer's management personnel and/or a Designated Union Officer of such prescription drug use. For the safety of all employees, the Employer will consult with the employee using such prescription drugs and their physician to determine when a reassignment of duties is necessary. When the Employer cannot accommodate the employee's needs by making an appropriate re-assignment, the employee will be placed on temporary medical leave until released by the prescribing physician as fit for duty. It is understood that temporary medical leave shall not constitute an added expense for the employer beyond the existing trust fund benefits and/or workman's compensation coverage.
- (C) All aspects of this program shall be subject to the grievance and arbitration procedures of the Affiliated Local Union's Working Agreement except herein prescribed.

14.18. Drug and Alcohol Testing:

- (A) Drug and alcohol testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse), and may consist of either breath, blood or urine tests, or all. The Employers reserves the right to utilize a breathalyzer on Company properties to test for the presence of alcohol, in lieu of other clinical testing by an authorized Officer of the Law.
- (B) Laboratory testing procedures will conform to the procedures specified in the National Institute on Drug Abuse ("NIDA") guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by NIDA.
- (C) Initial and confirmed test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as "positive," and shall conclusively establish that the tested employee was under the influence of drugs. Any test which cannot be conclusively tested as positive or negative shall be deemed as a positive result and the tested employee shall be deemed to be under the influence of drugs.
- (D) Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Federal Department of Transportation, of the State that the work-site

is located in, as legally intoxicated shall conclusively establish that the tested employee was under the influence of alcohol.

- (E) The cost of initial testing will be borne by the Employer.
- (F) The applicant, employee and/or management employee shall be notified of the test results in writing. A copy of the written results for all employees shall be forwarded to the Affiliated Local Union's Office.
- (G) All urine or blood samples shall be taken in sufficient quantity as to allow for re-testing. Any applicant or employee whose test result is positive may elect, at his or her expense, to have the remaining portion, or part thereof, re-tested by the same laboratory or other laboratory satisfactory to the Employer and Union, provided that the Employer and Union, shall arrange for transmitting said sample to the second laboratory. Positive results of said re-testing shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for re-testing, shall not affect the removal from eligibility of an applicant. All employees who tested positive shall have seventy-two (72) hours to appeal the results of the test and request the re-testing of the remaining samples at his own expense. When the results of the second test prove negative, the Employer shall reinstate that employee with all back-pay and reimburse the expense incurred for the re-testing. When the Employee's appeal for re-testing is denied for reasons beyond his control, such as clinic error with initial sample, the retest will be at the Employer's expense.

14.19. Employee Assistance Program:

- (A) Prior to being selected for testing for the presence of drugs or alcohol, an employee may request and shall receive an unpaid personal leave for a minimum of 30 calendar days in accordance with the applicable provisions of this Agreement or their Affiliated Local Union Agreement for the purpose of seeking treatment of his or her drug or alcohol abuse problem. As a condition of such leave, the employee must acknowledge that he or she must remain drug and alcohol free while on leave and agree to drug and alcohol testing before reinstatement.
- (B) Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter.
- (C) Any employee injured and needing clinical medical care, either due to an injury or incident that occurred at the work site, as described in Section 14.9, (C), shall undergo an examination for alcohol and substance abuse.
 1. An employee who fails the alcohol test, that is if the percent of alcohol in the blood is equal to that of .04% or greater, then that person is legally under the influence and is deemed unable to perform his or her assigned duties safely.
 2. An employee determined to be under the influence will be suspended for three calendar working days without pay. At the conclusion of the three days' suspension, that employee must again submit to an alcohol test at the employee's own expense prior to returning to

work. When the test is negative, that employee can resume work on his or her regular job. When the test is positive, then that employee will have to enter himself or herself into a rehabilitation program immediately and must successfully complete the program prior to his/her return to work. If the employee does not enter into a rehabilitation program within thirty (30) days from the date of the second test, that employee shall be terminated and such termination shall not be subject to the grievance and arbitration procedure of the Working Agreement.

3. After successfully completing the rehabilitation program, the employee will return to work on a probationary status for a period of six months and shall be subject to random testing. When, during the probation period, the employee is again screened and when the results are positive, then that employee will be suspended and his or her employment terminated from all Employers covered under this Master Agreement.
4. Any Employee who tests positive for alcohol at a level of .04% or greater or most current DOT specification as found in 49 CFR 40.63(f) shall be referred for evaluation by a qualified counselor. Upon return to work continued employment will be conditioned on compliance with all recommendations of the counselor. Any subsequent positive test for alcohol will result in additional discipline up to and including termination.
5. An employee who tested positive for abuse of Prohibited Items & Substances will not be permitted to return to work and will be suspended for a period of two weeks without pay. At the conclusion of the two weeks' suspension, the employee will again have to be screened for substance abuse at the employee's own expense. When the subsequent test is negative, then that employee will be permitted to return to work on a probationary status. This probationary period will be for one year duration. During this time the Employer will have the option of randomly testing, during the one year probation, the employee for substance usage at the Employer's expense. When during the probation period the randomly given test is positive, then the employee will be suspended and not be permitted to return to work. He or she will immediately be required to enter a rehabilitation program. When the employee does not enter into a rehabilitation program within thirty (30) days from the date of the second test, that employee shall be terminated without recourse of the grievance and arbitration procedure of the EMPLOYERS-GLDC-ACD/ILA or Affiliated Local Union's Working Agreement. Upon successful completion of the program and testing, the employee can then return to work on a six month probationary status. Again, during this probationary time, the employee can and will be tested at the Employer's expense. When again during this second probationary period, the employee's tests are positive, the employee will be suspended and his or her employment terminated without recourse of the grievance and arbitration procedure of the Affiliated Local Union's Working Agreement.
6. Prior to being selected for testing for the presence of drugs or alcohol, an employee may enter and complete a program for treatment of drug and alcohol dependency as recommended by the Employee Assistance Program, provided that the employee consents in the required manner, and directs that persons providing treatment and counseling, disclose and report periodically during such treatment to the EMPLOYERS concerning

such treatment, and consents in writing to random drug and alcohol testing during the six month probationary period.

INVALIDATION

15. When any provision of this policy is determined to be invalid or unenforceable by a court of competent jurisdiction, the parties to this Agreement will meet and negotiate concerning ways to render such provision valid. Invalidation of a portion of this policy shall not affect the remainder of the policy.

SAFETY

16.1. **JOINT SAFETY COMMITTEE:** The Company and the Affiliated Local Union shall, in conjunction with the GLDC-ACD/ILA, establish a Joint Safety Committee consisting of an equal number of representatives of both parties. The Joint Safety Committee shall prepare a safety manual and procedures applicable to vessel, dock, yard, and terminal operation for the guidance of all parties. The Committee shall also promote and supervise a continuing educational campaign of safety consciousness directed both to supervisory personnel and to employees. Such committee shall utilize, the services and provisions of the U. S. Coast Guard Rules, U. S. Department of Labor Occupational Safety and Health Administration Safety and Health Standards Digest, Joint Safety Manuals as prepared by any member of the GLDC-ACD/ILA, or its Affiliated Local Union, the Safety Divisions of insurance carriers and other qualified safety experts.

16.2. **UNSAFE CONDITIONS:** The Company agrees, as a condition of employment, to comply with the booklet "Safety and Health Standards" (29CFR 1918) and any other Policies, Rules as continually revised and/or amended by Federal or Affiliated Local Union's individual State's Department of Labor Occupational Safety and Health Administration governing the Longshoring Industry and/or work place. When an unsafe condition exist or develops, the Employer shall correct it or eliminate it promptly.

CALL-IN AND CANCELLATION

17.1. **CALL-IN (START), CALL BACK & PAY GUARANTEE:**

(A) **For work on Foreign and/or Overseas Trade Vessels, Barges and Laker Type Vessels:**

6:00 A.M. or 0600 (Conventional Bulk Only)	4 Hours Guarantee
7:00 A.M. or 0700 (start)	5 Hours Guarantee
8:00 A.M. or 0800 to 1200 (start)	4 Hours Guarantee
1:00 P.M. or 1300 Call Back	2 Hours Guarantee
1:00 P.M. or 1300 to 5:00 P.M. or 1700 (start)	4 Hours Guarantee
6:00 P.M. or 1800 Call Back	2 Hours Guarantee
6:00 P.M. or 1800 to 11:00 P.M. or 2300 (start)	4 Hours Guarantee
12 Midnight or 2400 Call Back	2 Hours Guarantee
12 Midnight or 2400 to 7:00 A.M. or 0700 (start)	4 Hours Guarantee

17.2 Whenever employees, as a result of a new shape (start), are requested by the Employer to report to work for a vessel/barge as ordered, they shall receive the applicable minimum hour guarantee of pay as listed above.

17.3 Whenever employees, as a result of a new shape (start) are requested to start work at 0600, 0700, and/or 0800 on all Vessels or Barges, those employees shall receive a minimum of four- (4) hours guaranteed pay. They shall also receive a minimum of four- (4) hours guaranteed pay after 13:00 with the following exceptions. **Exception;** for work after the mid-day lunch (1:00 P.M. and/or 1300 hours) on all vessels engaged in the foreign, or overseas trade and all barges. Employees will receive a minimum of four- (4) hours pay or work with the exception of the finish of the hatch on a vessel or due to weather conditions, affecting weather sensitive cargoes, when they will receive a minimum of two- (2) hours pay or work.

17.4 In the event of non-arrival of a vessel or non-start for 8:00 A.M. and/or 0800 call-in shape (start) due to rain (bad weather), the employer will have the option of paying two (2) hours guaranteed pay for all gangs shaped for that vessel with an automatic call-back for 1:00 P.M. and/or 1300 hours with an additional four (4) hours guaranteed pay at 1:00 P.M. and/or 1300 hours for all the gangs. All gangs called back shall stay intact for the period of guaranteed time.

17.5 When there is a callback at 6:00 P.M. or 1800 hours, 12:00 Midnight or 2400 hours, there shall be a two- (2) hour guarantee for employees and/or gangs returning. When vessel gangs are to be broken up or canceled at a meal period, no one returning gang will complete more than two (2) hatches which have already been started.

17.6 Notwithstanding anything in this Agreement to the contrary, neither call-in, reporting nor waiting time need be paid by the Employer when there is not a sufficient number of men available to commence work.

17.7 Call in and cancellation for Grain Vessels shall be determined and agreed to by and within affiliated Local Union Agreements that handle grain cargoes.

REQUISITIONING FOR CALL-IN SHAPE AND CALL BACK SHAPE

18.1. **Employees for employment shall be made in the following manner:**

(A) **Day Defined:** One (1) day will be a twenty-four (24) hour period beginning at 8:00 A.M. and/or 0800 every day.

(B) **Monday through Friday:** For work commencing, call-in shape (start) work orders for;

(i) **6:00 A.M. and/or 0600 Hours:** (conventional bulk type commodities only) (start) work orders shall be in and/or posted by 4:00 P.M. and/or 1600 of the prior day.

(ii) **7:00 A.M. and/or 0700 Hours or 8:00 A.M. and/or 0800 Hours:** (Start) work orders shall be in and/or posted by 4:00 P.M. and/or 1600 hours of the prior day.

- (iii) **1:00 P.M. and/or 1300 Hours**: (Start) work orders shall be in and/or posted by 8:00 A.M. and/or 0800 hours, but not later than 10:00 A.M. and/or 1000 hours of the same day.
- (iv) **6:00 P.M. and/or 1800 Hours**: (Start) work orders shall be in and/or posted by 2:00 P.M. and/or 1400 hours of the same day.
- (v) **12:00 Midnight and/or 2400 Hours**: (Start) work orders shall be in and/or posted by 4:00 P.M. and/or 1600 hours of the same day.

(C) Requisitioning of Employees-Saturdays, Sundays, and Holidays:

- (i) **6:00 A.M. and/or 0600 Hours**: (conventional bulk type commodities only) (start) work orders shall be in and/or posted by 4:00 P.M. and/or 1600 hours of the prior day.
- (ii) **7:00 A.M. and/or 0700 Hours or 8:00 A.M. and/or 0800 Hours**: (Start) work orders shall be in and/or posted by 4:00 P.M. and/or 1600 hours of the prior day.
- (iii) **1:00 P.M. and/or 1300 Hours**: (Start) work orders shall be in and/or posted by 8:00 A.M. and/or 0800 hours of the same day.
- (iv) **6:00 P.M. and/or 1800 Hours**: (Start) work orders shall be in and/or posted by 10:00 A.M. and/or 1000 hours for the same day.
- (v) **12:00 Midnight and/or 2400 Hours**: (Start) work orders shall be in and/or posted by 10:00 A.M. and/or 1000 hours of the same day.

18.2. When no vessels, warehouse or yard-work is ordered for Saturdays, Sundays or Holidays, work orders, posting of work orders, or notification for Monday 6:00 A.M. and/or 0600, 8:00 A.M. and/or 0800 shape (start), must be in by 4:00 P.M. and/or 1600 hours on Friday of the prior week. This shall be completely enforced from December 15 through April 15 of each year.

18.3. The Employer shall inform the Affiliated Local Union Referral Office or the Designated Union Officer of the Affiliated Local Union as to the number of employees needed for warehouse and/or yard-work for the 8:00 A.M. and/or 0800 (start), also, the number and type of gangs requested to service vessel(s) as per schedule of requisitioning of employees, also the and estimated time of arrival of the vessel(s) with type of cargo to be worked. Additional vessel, warehouse and yard employees for vessels, trucks and rail cars may be employed at 8:00 A.M. and/or 0800 hours when there are qualified and experienced employees available at the 8:00 A.M. and/or 0800 warehouse or yard-work call-in shape. This Paragraph shall not replace the historical and Traditional hiring practices in effect as per the individual Affiliated Local Union's Working Agreement with its Employer.

DOMESTIC AGREEMENT

19.1. In order to improve the competitive position of the parties to this Agreement and to create additional employment opportunities, a "Domestic Agreement" may be negotiated by the parties to this Agreement, to reflect unusual and special conditions such as:

- a. Inter-Intra US Port Cargo
- b. Non-marine Cargo
- c. Handling, stuffing, and stripping of containers not received or shipped on vessels through Great Lakes port facilities
- d. Any other type cargoes, freight or commodities, mutually agreed to may be added

19.2. All "Domestic Agreements" shall be negotiated with the Great Lakes District Council-Atlantic Coast District, ILA in conjunction with the designated elected affiliate Local Union Officers from the affiliated Local Union affected. All domestic agreements are subject to approval by the Great Lakes District Council-Atlantic Coast District, ILA Executive Board, and ratification by the affiliated Local Union affected.

SAVINGS CLAUSE

20. When any article, section, paragraph, or clause of this Master Agreement shall, by any State, Federal, or other law, or by decision of any court, be declared or held illegal, void or unenforceable, such Agreement may be reopened for the purpose only of re-negotiating the provision which was nullified upon ninety (90) days written notice to the other party hereto and the parties agree to enter negotiations in an attempt to re-negotiate that provision. The balance of the Master Agreement shall continue to remain in effect. When no agreement is reached within the ninety (90) days notice period, the ILA, ACD/ILA, or GLDC-ACD/ILA shall have the right to strike, and the Employers represented by the Great Lakes Stevedore Employers shall have the right to refuse to hire employees under this Agreement. The negotiations referred to above shall, under no condition, be subject to the grievance or arbitration provisions of this Agreement or of any Affiliated Local Union's Agreement.

GRIEVANCE AND ARBITRATION PROCEDURES

21.1. Should any difference or dispute arise relating to the meaning and interpretation or application of any of the provisions of this Master Agreement (hereinafter referred to as "grievance") between the Employers party to this Agreement and an employee or group of employees of the GLDC-ACD/ILA, or one of the employees' Local Unions affiliated with the GLDC-ACD/ILA, such grievance will be handled and adjusted as hereinafter provided.

A difference or dispute relating to the meaning and interpretation or application of the provisions of a Local Agreement entered into with a Local Union affiliated with GLDC-ACD/ILA (including matters which, under this Master Agreement, are to be established or dealt with in Local Agreements) shall not be deemed to be a "grievance" hereunder and shall not be subject to the settlement and arbitration procedures provided under this section 21, but shall be resolved under the grievance and arbitration procedures provided for under such Local Agreement.

21.2. All GLDC-ACD/ILA Master Agreement grievances shall be taken up and adjusted between the parties under the following procedures:

- a. **Step 1.** Any grievance shall first be discussed within ten days between a representative of the Employer and a representative of the Affiliated Local Union at the location where the grievance arose. The ten day time limit may be extended only by written notice and with the mutual consent of both parties.
 - b. **Step 2.** In the event the grievance is not satisfactorily settled in Step 1, or in the event a party should file a grievance of general application relating to the interpretation or application of the Master Agreement, then the matter shall be referred in writing within ten days to a Joint Grievance Committee consisting of one (1) representative designated by the GLDC-ACD/ILA and one (1) representative designated by the Employer. A Grievance of general application shall be signed by an authorized officer of the party filing such grievance. The ten day time limit may be extended only by written notice and with the mutual consent of both parties.
 - c. **Step 3.** In the event the grievance is not satisfactorily settled or adjusted in Step 2, it shall be referred to an Expanded Joint Grievance Committee consisting of the Joint Grievance Committee established pursuant to Step 2 and, in addition, the President of the GLDC-ACD/ILA and representative of the Bargaining Committee of the Employers. The ten day time limit may be extended only by written notice and with the mutual consent of both parties.
- 21.3.** In the event that the grievance is not satisfactorily settled or disposed of by the Expanded Joint Grievance Committee as provided in Step 3, then the grievance may be submitted to arbitration by either party notifying the other party in writing to that effect within thirty (30) days of the last meeting on the matter by the Expanded Joint Grievance Committee. The Employer members and the GLDC-ACD/ILA members of the Joint Grievance Committee jointly shall then select and name a person to act as the impartial arbitrator.
- 21.4.** If they cannot agree upon the impartial arbitrator within ten (10) days (excluding Saturdays, Sundays, and Holidays), then the impartial arbitrator will be selected from a list of seven (7) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternately striking names from such list and the person whose name remains on the list after six (6) having been so stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within ten (10) days (excluding Saturdays, Sundays, and Holidays), after receipt of the list from the Federal Mediation and Conciliation Service.
- 21.5.** Only one (1) grievance shall be submitted to the impartial arbitrator for consideration during the same period, provided however, that the parties may, by mutual agreement, submit a related grievance or grievances to the same arbitrator.
- 21.6.** The impartial arbitrator shall function and act in a judicial, and not in a legislative, capacity and shall have no authority to add to, subtract from or modify the terms of this Master Agreement and shall have no authority to change an existing wage rate or fringe benefit, but shall only have authority to interpret this Master Agreement and apply it in the specific case presented to him/her. The decision or award of the impartial arbitrator shall be final and binding upon each of the parties and they will abide thereby subject to applicable laws.

- 21.7. All legitimate fees and expenses of the impartial arbitrator hearing the case before him/her shall be paid by the party submitting the grievance for arbitration in the event the grievance is denied; otherwise, all such expenses shall be paid by the party against whom the decision is rendered, including the recorder's attendance fee and the cost of a stenographic record furnished to the arbitrator. Each party shall bear the expense of preparing and presenting its own case. The expense of the witnesses for either side shall be paid by the party producing the witnesses.
- 21.8. Grievance settlements or arbitration awards involving monetary damages shall not be made retroactive for more than thirty (30) days prior to the date on which the grievance was submitted in writing in accordance with section 21.2, b. Step 2, nor beyond the term of this Agreement.
- 21.9. Any step in this grievance procedure and any time limits provided for in this section 21, may be waived or extended by written mutual consent as stated in Paragraph 21.2.
- 21.10. The parties hereto agree that at no time during the term of this Master Agreement shall there be any strike, walk-out, slowdown or other stoppage of work, or a lockout; provided however, that the "no strike" provision shall not be applicable where an employer is delinquent in the payment of wages or contributions to any employee benefit plan, or where an employer fails to abide by an arbitration award."

OTHER AGREEMENT

22. In the event the Great Lakes District Council-Atlantic Coast District/I.L.A., AFL-CIO should at anytime during the life of this agreement, enter into a labor agreement with a GLSE engaged in the same class or type of work, as Employers covered by this agreement which labor agreement provides for wages, hours and/or other terms and conditions of employment more favorable to an Employer than those contained in this agreement, then such more favorable wages, hours and/or other conditions shall automatically be extended and allowed to all Employers, who are signatory or parties to this agreement, However, variations in the hourly wage rates and benefits shall not be less than the aggregate total dollar value of the minimum wage rates and benefits provided by this agreement. The Great Lakes District Council-Atlantic Coast District/I.L.A., AFL-CIO agrees promptly to notify the affected Employers covered by this agreement of any such agreement negotiated by it containing such more favorable wages, hours and/or other conditions of employment and to furnish such affected, covered Employers with a copy of such agreement.

This clause shall also apply to any domestic cargo agreement entered into pursuant to Section 19.1, "Domestic Agreement" of this contract.

HEALTH PLAN

23. During the term of this Agreement, the parties to the Affiliated Local Union Agreement at each port will continue to review and study their respective Health and Welfare Insurance Plans and, if agreeable, may elect to participate in the GLDC-ILA Health and Welfare Fund, a multi-employer jointly trusteed health and welfare trust fund that is qualified under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended. Any decision to participate in the GLDC-ILA Health and Welfare Fund by any party to this Agreement must be approved by the Trustees of such Fund.

FEATHER BEDDING

24. The parties agree to adhere to section 8(b)(6) of the National Labor Relations Act, whereby, the Union will not cause an Employer to pay or agree to pay money or other thing of value for services which are not performed or are not to be performed except as a result of an arbitration award or grievance settlement. The Great Lakes District Council-ACD/ILA in conjunction with the Employers believe in competent performance for relevant services.

PROCEDURAL CONDITION

25. It shall be the responsibility of all affiliated Local Unions and Employers to submit copies of all affiliated Local Union Agreements, including all their trust fund plan documents, to the Great Lakes District Council-ACD/ILA in order to assist the Employers and the Great Lakes District Council-ACD/ILA in the proper administration of this Agreement.

INADVERTENT ERRORS

26. It is recognized that when this Agreement is published, certain minor errors may occur. Such errors are deemed to be inadvertent and in no way affect the meaning or purpose of the Agreement. Any such error noted and agreed to by the Employers and the GLDC-ACD/ILA, AFL-CIO will be corrected and all those affected thereby will be so advised by the parties.

GENDER

27. In the text of this Agreement, use of the masculine gender includes the feminine, and vice versa, except where otherwise required by the context.

ADMINISTRATION OF AGREEMENT

- 28.1. The EMPLOYERS and GLDC-ACD/ILA Committee consisting of representatives from each port shall have the authority to draft and enforce such rules and regulations as they deem proper and practical for administration of this Agreement and to take such action as they deem in the mutual interest of Employers and employees to stimulate and encourage greater use of all of the port facilities within the Great Lakes Maritime Industry covered by this Agreement and to make recommendations as to improving efficiency and the removal of impediments to such use. Provided however, that irrespective of any failure of such Committee to have complete mutual agreement on any subject or to take any action against any other party to this Agreement, and the contract shall continue in full force according to the terms until specifically amended in writing in accordance herewith.
- 28.2. A Joint Labor Management Action Committee with the Employers, Union, and when possible, cooperation of each ports' individual Port Director or Commission Representative shall be established, whereas, to work and confront issues and problems to improve the competitiveness and services that we provide to our customers within the Great Lakes Maritime System. It is agreed that this committee will meet four (4) times per year, in the third month of each calendar quarter.

APPRENTICESHIP PROGRAM

29.1. It is the intent of the GLSE and the GLDC-ACD/ILA, AFL-CIO, in conjunction with its affiliated Local Unions, to establish a Apprenticeship Program within each individual port area operation serving the Great Lakes Maritime System, that will continue to provide a highly skilled workforce for all stevedore, marine terminal, potential domestic operations, and new operations.

It is understood that changes in our industry produce problems that cannot be solved without the assistance of qualified, dependable, and experienced personnel to educate and train new employees as well as upgrade skills of temporary workers in order to achieve a Journeyman Longshoreman status.

29.2 For this reason, the parties to this Master Agreement agree to have three (3) classifications of employees.

- A. Journeyman Longshoremen**
- B. Apprentice Longshoremen**
- C. Apprentice Trainees (new employees)**

29.3 An Apprenticeship Committee for each individual port area location shall be represented by an equal number of members from the GLSE Employer and the GLDC-ACD/ILA, AFL-CIO affiliated Local Union. The Apprenticeship Committee shall work under the directives of, and in conjunction with the following Guidelines as approved by the Great Lakes Stevedore Employers, (GLSE), and the Great Lakes District Council, Atlantic Coast District, of the International Longshoremen's Association, AFL-CIO, (GLDC-ACD/ILA, AFL-CIO). The Apprenticeship Committee's duties are as follows;

- a.** To adhere to and enforce a fair and equitable Apprenticeship Program that shall be submitted to, and provided for, as set forth in the minimum guidelines by the GLSE and GLDC-ACD/ILA, AFL-CIO.
- b.** To upgrade Apprentice Trainees (new employees) through on the job training in the different types of work and/or job classifications of each individual port's area working agreements.
- c.** To train Apprentice Longshoremen in the proper and safe working procedures for various types of work and/or job classifications in the stevedoring and terminal operations, whereas, to upgrade skills, certify, and advance the Apprentice Longshoremen to Journeyman Longshoreman status.
- d.** Each individual Apprenticeship Committee shall draft proper training manuals, written procedures, tests, and keep accurate records for Apprentice Trainees and Apprentice Longshoremen, that will be suitable for each individual port area in conjunction with its own unique port operation(s).

29.4 The establishment of a local port area Apprenticeship Program shall be outlined no later than 90 days after ratification of the GLDC-ACD/ILA, AFL-CIO Master Agreement and the ratification of the affiliated Local Union Agreement. Copies of all manuals, written procedures, tests, and revisions, in conjunction with updated training materials, shall be given to the GLDC-ACD/ILA,

AFL-CIO office for the purpose of record keeping and information sharing with other qualified, affiliated Apprenticeship Committees in other port locations.

- 29.5** Training manuals, written procedures, and tests outlined hereinafter will describe the minimum guidelines for Apprentices, with emphasis on Occupational Safety & Health Administration (OSHA) Standards as outlined for the longshoring industry by the U.S. Department of Labor, along with a Glossary of Shipping Terms as outlined by the U.S. Department of Transportation Maritime Administration. All expenses and costs for training manuals, written procedures, training films, gear, equipment, etc., shall be the responsibility of the Employer. Failure of any Employer or Affiliated Local Union to implement the Apprenticeship Program and/or provide for the hereinafter described minimum guidelines, along with copies to the GLDC-ACD/ILA, AFL-CIO, within ninety (90) Days of the ratification of the GLDC-ACD/ILA, AFL-CIO Master Agreement, and the ratification of the affiliated Local Union Agreement, shall be denied the following terms and conditions and shall be required to pay all employees the GLDC-ACD/ILA, AFL-CIO Master Agreement Journeyman Longshoreman wage rate, Trust Fund contributions, and any other Trust Fund benefits that may be established within the individual port area for the term of the Agreement.
- 29.6** Any affiliated Local Union or port area Employer who currently has an Apprenticeship program in place, shall have the right to continue or amend, such program as long as it meets the minimum guidelines outlined within this document.
- 29.7 Apprentice Trainees (new employees):** New employees shall be constituted as Apprentice Trainees and shall be paid wages as prescribed in Paragraph 2.1 or Paragraph 2.3, of this Agreement, for straight time hours worked on all Vessels, Yard, Warehouse and Barge Operations, excluding grain, in addition to full contributions into the Pension, Health and Welfare Funds, and any other affiliated Local Union Trust Fund benefits that may be established within the individual port area. Any Apprentice Trainee working in a job classification above that of a laborer shall receive the wage as prescribed in Paragraph 2.1 or Paragraph 2.3, of this Agreement, for straight time hours worked on all Vessels, Yard, Warehouse and Barge Operations, in addition to any pay differentials as established within the affiliated Local Union Agreement. They shall be entitled to all other terms and conditions within the GLDC-ACD/ILA, AFL-CIO Master Agreement and its affiliated Local Union Working Agreement, including any and all wage increases and Trust Fund Contributions, and any other affiliated Local Union Trust Fund benefits that may be established within their individual area port for the term of the Agreement.
- a. Each Apprentice Trainee, when employed according to their seniority and/or affiliated Local Union's traditional and historical hiring practices, may be assigned to any qualifying jobs to be performed each day until at least, throughout the calendar year, the Apprentice Trainee acquires the basic skills and the safe working procedures of a minimum of two job classifications that have been worked. When an Apprentice Trainee has worked at least .25% (one quarter of one percent) of the total man hours worked, within the GLSE Employer and/or Employers' operations in that calendar year, the Apprenticeship Committee shall give a practical and/or a written test to the Apprentice Trainee.
 - b. The Apprenticeship Committee shall keep true and accurate records of all new employees who are employed subsequent to the date of implementation of the Apprentice Program, and they

shall be constituted as an Apprentice Trainee during their training periods according to the number of hours worked. Once an Apprentice Trainee has worked .25% (one quarter of one percent) of the total man-hours worked, within the GLSE Employer and/or Employers' operations in that calendar year, the Apprenticeship Committee shall meet to review the skills possessed by the Apprentice Trainee, and qualifications acquired and/or attained by the Apprentice Trainee.

- c. When the Apprenticeship Committee verifies that an Apprentice Trainee has successfully completed any and all practical and/or written tests, and has worked a total of .25% (one quarter of one percent) of the total man-hours worked, within the GLSE Employer and/or Employers' operations within a single calendar year, then that Apprentice Trainee shall be constituted as an Apprentice Longshoreman and shall receive the wages and benefits as prescribed within this Agreement for Apprentice Longshoreman.
- d. When an Apprentice Trainee does not achieve the agreed upon passing grade of a practical and/or written test, or the required percentage of man hours worked, that Apprentice Longshoreman shall continue to be constituted as an Apprentice Trainee and shall be re-submitted into the training program in the following calendar year.

29.8 Apprentice Longshoremen shall be paid wages, as prescribed in Paragraph 2.1 or Paragraph 2.3 of this Agreement, for straight time hours worked, on all Vessels, Yard, Warehouse, and Barge Operations, excluding grain, in addition to full contributions to the Pension, Health and Welfare Funds, and any other affiliated Local Union Trust Fund benefits that may be established within the individual port area. Any Apprentice Longshoreman working in a job classification above that of a laborer shall receive the wage, as prescribed in Paragraph 2.1 or Paragraph 2.3 of this Agreement, for straight time hours worked in addition to any pay differentials as established within the affiliated Local Union Working Agreement. They shall be entitled to all other terms and conditions within the GLDC-ACD/ILA, AFL-CIO Master Agreement and its affiliated Local Union Working Agreement, including any and all wage increases, Trust Fund Contributions, and any other Trust Fund benefits that may be established within the individual port area for the term of the Agreement.

- a. Apprentice Longshoremen shall be entitled to achieve Journeyman Longshoreman status based upon evaluation and training in conjunction with acquiring the necessary experience and skills within a reasonable period of time as set forth in training manuals, written procedures, and after successful completion of any and all tests as established by the GLSE Employer and the affiliated Local Union's Apprenticeship Committee.
- b. Each Apprentice Longshoreman, when employed according to their seniority and/or affiliated Local Union's traditional and historical hiring practices, may be assigned to any qualifying jobs to be performed each day, until at least, throughout the calendar year, they acquire the skills and the safe working procedures of two additional job classifications, (for a total of four job classifications) that have been worked. When that Apprentice Longshoreman has worked at least .25% (one quarter of one per cent) of the total man hours worked, within the GLSE Employer and/or Employers' operations in that calendar year, the Apprenticeship Committee shall give a practical and/or a written test to the Apprentice Longshoreman.

- c. When the Apprenticeship Committee verifies that an Apprentice Longshoreman has successfully completed any and all practical and/or written tests, and has worked a total of .25% (one quarter of one per cent) of the total man-hours worked, within the GLSE Employer and/or Employers' operations within a single calendar year, then that Apprentice Longshoreman shall be constituted as a Journeyman Longshoreman and shall receive the wages, Trust Fund contributions, and any other Trust Fund benefits as prescribed for within this GLSE and GLDC-ACD/ILA, AFL-CIO Master Agreement for Journeyman Longshoreman.
- d. When an Apprentice Longshoreman does not achieve the agreed upon passing grade of a practical and/or written test, or the required percentage of man hours worked, that Apprentice Longshoreman shall continue to be constituted as an Apprentice Longshoreman and shall be re-submitted into the training program in the following calendar year.
- e. **Exception:** When referring or hiring experienced employees from other available sources who work for the Employer, and who also possess the necessary skills and qualifications of a Journeyman Longshoreman, they shall be paid the Journeyman Longshoremen wages, Trust Fund contributions, and any other Trust Fund benefits that may be established within the individual port area for work performed. These Journeyman Longshoremen shall also work under the historical and traditional terms and conditions of the affiliated Local Union Agreement for its port area.
- f. **Exception:** All employees who were employed in the longshoring industry prior to the ratification date of the 1997 GLSE and GLDC-ACD/ILA, AFL-CIO Master Agreement and the ratification of the 1997 Affiliated Local Union Agreement, for an Employer and/or Employers' operations shall be considered Journeyman Longshoremen and they shall be paid the Journeyman Longshoremen wages, Trust Fund contributions, and any other Trust Fund benefits that may be established within the individual port area for work performed. These Journeyman Longshoremen shall also work under the historical and traditional terms and conditions of the affiliated Local Union Agreement for its port area.
- g. The Apprenticeship Committee shall inform the affiliated Local Union Seniority Committee and/or the designated affiliated Local Union Executive Board Officer as to the continuing status of all Apprentice Trainees, Apprentice Longshoremen, and Journeyman Longshoremen. All Apprentice Longshoremen and Journeyman Longshoremen are obligated to adhere to any and all requirements, rules, and regulations of seniority within their affiliated Local Union Agreements. Those who fail to hold their referral position, or seniority position, shall be subject to review by the Apprenticeship Committee and each port seniority, referral or hiring system, inasmuch as to consider the possibility of continuing their status as an Apprentice Trainee, Apprentice Longshoremen, or Journeyman Longshoremen as per affiliated Local Union and Employer Local port Working Agreement.

29.9 Journeymen Longshoremen: Journeymen Longshoremen shall be paid the GLDC-ACD/ILA, AFL-CIO Master Agreement wage rate in addition to full contributions to the Pension, Health and Welfare Funds, and any other affiliated Local Union Trust Funds benefits that may be established within the individual port areas. Any Journeyman Longshoreman working in a job classification above that of a laborer shall receive the GLSE and GLDC-ACD/ILA, AFL-CIO Master Agreement wage rate in addition to any pay differentials as established within the affiliated Local Union's

Working Agreement. They shall be entitled to all other terms and conditions within the GLSE and GLDC-ACD/ILA, AFL-CIO Master Agreement and its affiliated Local Union Working Agreement, including any and all wage increases, Trust Fund contributions, and any other Trust Fund benefits that may be established within the individual port area for the term of the Agreement.

29.10 MINIMUM GUIDELINES

A. INTENT:

1. To upgrade and enhance Apprentice Trainee (new employee) skills through on the job training while learning the basic skills and the proper safe working procedures of multiple job classifications for general longshoring in order to develop into fully qualified Apprentice Longshoremen.
2. To upgrade and qualify Apprentice Longshoremen as they develop into highly skilled and fully qualified Journeyman Longshoremen.

29.11 MINIMUM JOURNEYMAN LONGSHOREMAN JOB SKILLS REQUIREMENTS:

- (a) Occupational Safety
- (b) Glossary of Shipping Terms
- (c) General Longshoring (hold man, landing man, yard man, etc., in conjunction with employee duties and safe work habits.)
- (d) Physical abilities, Character, and Work Attitude
- (e) Proper Equipment Operation (payloaders, forklifts, trucks, and other mobile equipment of like or similar nature)
- (f) Proper Hand Signals for Signalman's Positions.
- (g) Winch-man
- (h) Ship's Crane Operators / Ship Derricks
- (i) Checkers and/or clerical type work
- (j) Warehousemen

29.12 ADDITIONAL REQUIREMENTS:

- a. The Apprenticeship Committee shall verify the certification of all Apprentice Trainees and Apprentice Longshoremen who are submitted for certification through verification and evaluation of job performance by the Apprentice Committee, Employer representatives, and Union Representatives who are assigned to oversee the Apprentice workforce. The Apprenticeship Committee shall interview each Apprentice Trainee and Apprentice Longshoreman as to their physical abilities, skills, work attitude, and ethics. The Apprenticeship Committee will then, by majority vote, determine whether each individual is qualified to be certified as either an Apprentice Longshoreman or Journeyman Longshoreman, and then as needed, report their findings to the Employer's Payroll Department and the affiliated Local Unions Seniority Committee and/or designated affiliated Local Union Officer.
- b. Those who fail to be certified will maintain their present status as either an Apprentice Trainee or Apprentice Longshoreman and must resubmit to the training procedures the following calendar year.

29.13 Any Apprentice Trainees and/or Apprentice Longshoremen who believe that they have not been treated in a fair and equitable manner has the right to appeal to the individual port area Apprenticeship Committee. When the appealing party does not feel that their case has been given a fair hearing, or

that they have not been treated fairly, that Apprentice shall have the right to appeal to the GLDC-ACD/ILA, AFL-CIO, who shall then determine whether the procedures, manuals, and tests have been properly applied as outlined and stated in the GLSE and GLDC-ACD/ILA, AFL-CIO Master Agreement. When it is determined that an Apprentice has not been given a fair and equitable opportunity to advance their position to either an Apprentice Longshoreman or Journeyman Longshoreman, the GLDC-ACD/ILA, AFL-CIO will have the optional right to file a grievance on behalf of that employee, against the Employer representatives and take the proper action against the affiliated Local Union representative(s) of the port area Apprenticeship Committee.

29.14 When it is found that an Apprenticeship Committee is not, or has not followed the minimum guidelines set forth within the GLSE and GLDC-ACD/ILA, AFL-CIO Master Agreement, the individual port area Employer and affiliated Local Union shall not be permitted to continue with a qualified and approved Apprenticeship program. Furthermore, all Employees working for the Employer as Longshoremen and/or other personnel covered in the affiliated Local Union Working Agreement shall be paid the GLSE and GLDC-ACD/ILA, AFL-CIO Journeyman Longshoreman wage rate, Trust Fund contributions, and any other Trust Fund benefits or conditions established within an affiliated Local Union Agreement for the term established within this Agreement.

TERM OF AGREEMENT

30.1. This Master Agreement will become effective January 1, 2002 and expire on December 31, 2005.

30.2. This agreement, ratified as set forth in paragraph 30.1 and upon notice of such ratification given to the Employers by the GLDC-ACD/ILA, shall be effective as of January 1, 2002 and shall continue in effect until 12 midnight on December 31, 2005. Thereafter it shall renew itself for yearly periods unless written notice of intent to terminate, modify, change or amend the Agreement is received by either party from the other party not less than sixty (60) but not more than ninety (90) days prior to December 31, 2005, or any extended expiration date. When the parties have not agreed with respect to any matter in dispute by 12:00 Midnight on December 31, 2005 or by 12:00 Midnight on any extended expiration date, either party may thereafter resort to strike or lockout, as the case may be.

31. SIGNED AND AGREED THIS 30th DAY OF MAY 2002.

**GREAT LAKES STEVEDORE
EMPLOYERS (EMPLOYERS)**

Angus Macleod, Manager
American Grain Trimmers Inc.

Barry Brown
Brown Incorporated

Kaare Eileraas
Ceres Terminals, Inc.

Bob Wallace
Federal Marine Terminals, Inc.

Ted Winter
Federal Marine Terminals, Inc.

Jack Gray,
Lakes & Rivers Transfer (a division of)
Jack Gray Transport Inc.,

George Foutch, Rogers Terminal
& Shipping A Division of Cargill
Marine & Terminals, Inc

**GREAT LAKES DISTRICT COUNCIL-ACD
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION**

John D. Baker, President - GLDC-ACD/ILA
Vice President, ILA, AFL-CIO

Raymond Sierra, Exec. Vice-Pres.
GLDC-ACD/ILA
Vice President, ILA, AFL-CIO

John D. Baker Jr., Sec.-Treas.
GLDC-ACD/ILA, AFL-CIO

Harrison Tyler, Vice President -
ILA, AFL-CIO

Chauncey J. Baker, Vice President -
ILA, AFL-CIO

Richard Gabel, Vice President -
ACD/ILA, AFL-CIO

William Yockey, Vice President -
ACD/ILA, AFL-CIO

**GREAT LAKES STEVEDORE
EMPLOYERS (EMPLOYERS)**

**GREAT LAKES DISTRICT COUNCIL-ACD
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION**

David Pryzbilski
Shore Services Inc.

Bob Bethel
Toledo World Industries, Inc.

Phil Winteringham
Toledo World Industries, Inc.

Victor Klancer
Chicago Stevedore Corp. (a division of)
Jack Gray Transport

GREAT LAKES DISTRICT COUNCIL-ACD
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION
DELEGATE REPRESENTATIVES OF AFFILIATED LOCAL UNIONS

William Woods, President
ILA Local 19

Gary Schultz, President
ILA Local 1295

Camillo Villasenor, President
ILA Local 101

Chauncy Baker, President
ILA Local 1317

Harry J. Wilson, President
ILA Local 153

Lawrence Brooks, President
ILA Local 1570-A

Howard Deans, President
ILA Local 217-A

Michael Gay, Business Agent
ILA Local 1803

Doug Kubic, Business Agent
ILA Local 815

Andre Joseph, Business Agent
ILA Local 1969

John Reed, President
ILA Local 1037

Charles Moody, President
ILA Local 1982

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