

PREAMBLE

This Local Collective Bargaining Agreement (“Agreement”) is between APM Terminals Mobile, LLC (“Employer”) and International Longshoremen’s Association, AFL-CIO, Local 1410 (“the Union”) covering all longshore work performed by employees, including foremen, at the Employer’s Terminal in the Port of Mobile, Alabama.

ARTICLE 1. SCOPE OF AGREEMENT

The Employer and the Union are parties to a collective bargaining agreement known as the *Master Contract* between the United States Maritime Alliance, Ltd. (“USMX”), and the International Longshoremen’s Association, AFL-CIO (the “ILA”) for the term October 1, 2018 through September 30, 2024. The *Master Contract* establishes terms and conditions of employment for longshore employees employed in container and ro-ro operations in ports on the East and Gulf Coasts of the United States, including employees represented by the Union performing longshore work for employers in the Port of Mobile.

This Agreement covers only those local subjects of bargaining on the terms and conditions of employment left open to local negotiations by USMX and the ILA under the *Master Contract*. This Agreement is intended to *supplement* the terms and conditions of employment under the *Master Agreement*. If any term or condition of employment under this Agreement conflicts with or is inconsistent with the *Master Contract*, the *Master Contract* shall control and shall be applied by the Employer and the Union.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all longshore workers performing longshore work at the Employers’ Terminal in the Port of Mobile.

ARTICLE 3. PURPOSE OF AGREEMENT

Subject to the Master Contract, the purpose of this Agreement is to: provide an orderly bargaining relationship between the Employer and the Union; and to provide for the operation of the Employer’s business utilizing methods that will promote and enhance to the fullest extent possible the safety of employees, the Employer’s position in the industry, the elimination of waste, the maximum quality of production, the economy and efficiency of operations, the protection of property, the avoidance of interruptions of operations, the prompt and fair disposition of grievances, and the promotion of the mutual interest of the

Employer and its employees. The parties will cooperate fully to achieve these purposes, and this Agreement shall be considered to secure the advancement and achievement of these purposes.

ARTICLE 4. NO STRIKE OR LOCKOUT

During the term of this Agreement, the Employer agrees that there shall be no lockout of the employees represented by the Union at its operations, and the Union agrees that there shall be no strike, sympathy strike, sit down, walkout, suspension of work, curtailment or limitation of production, slowdown, picketing or any other total or partial interference with or stoppage of the Employer's operations for any cause whatsoever, including without limitation any alleged unfair labor practices by the Employer or any alleged violations of this Agreement by the Employer.

In the event of strike or other action proscribed above, the Union shall immediately take affirmative action allowed by law in an effort to prevent or terminate such violation of this Agreement.

If an individual employee or a group of employees engage in action in violation of this Article and, in the judgment of Employer, work can efficiently continue, only the employee(s) engaging in such action shall be released with no guarantees applying. However, if the Employer determines that work cannot continue efficiently while replacements are sought, the Employer may release all employees without pay beyond time actually worked.

Employees who engage in conduct that violates this Article shall be subject to disciplinary action by the Employer. An employee or employees who violate this Article may be suspended from eligibility for hire for fifteen (15) days for a first offense and for thirty (30) days for a second offense occurring during the term of this Agreement and will be disqualified permanently from eligibility for hire for a third offense during the term of this Agreement.

If any action occurs, which either party asserts is a violation of this Article, the party asserting the alleged violation shall not institute any judicial or administrative action against the other for damages until:

- a. notice of such alleged violation has been provided to the other party;

- b. the party receiving such notice fails to initiate and complete a prompt investigation on whether such action is a violation of this Article; and
- c. such party fails to undertake prompt affirmative action as required under this Article.

This provision shall not preclude either party from immediately seeking equitable relief, including injunctive relief and declaratory, to remedy any violation of this Article.

ARTICLE 5. DISPUTES AND ARBITRATION

All grievances or disputes arising from the application, interpretation or alleged violation of this Agreement (“grievance”) shall be settled by the following procedure, and there shall be no strike or other proscribed action as defined under **Article 4** of this Agreement at any time.

Except as provided under the “**Step 1A (Expedited Hearing Procedure)**,” the party submitting the grievance (“the grievant”) shall deliver a written grievance to the authorized representative of the other party within five (5) business days of the date the grievant knew or reasonably should have known of the act or failure to act giving rise to the grievance. The authorized representative of the Employer shall be a Superintendent or a higher-level manager or official. An authorized representative of the Union shall be the Union President or a representative designated by the President. The written grievance should: (i) state the date of the alleged act or failure to act giving rise to the grievance; (ii) reasonably describe the facts giving rise to the grievance and identify the Agreement provisions that apply to the grievance; and (iii) be signed by an authorized representative of the grievant; provided the failure to comply strictly with foregoing requirements for “the written grievance” shall not relieve either party of the obligation to process the grievance under **Article 5** through arbitration if requested. Upon submission of the written grievance, the grievant may request the opportunity to seek an informal resolution of the grievance. If the grievance is not resolved by the Employer and the Union within forty-eight (48) hours after the grievant delivers a timely written grievance to the other party, the grievance shall proceed to **Step 1**.

Step 1. **Step 1** is a hearing before a Grievance Committee consisting of two representatives of the Employer and two representatives of the Union. The hearing shall be held within a reasonable time after delivery of the written

grievance. The Employer and the Union shall be bound by a unanimous decision of the Grievance Committee.

Step 1A. (Expedited Hearing Procedure): If Employer imposes a disciplinary suspension without pay, termination, or a disciplinary determination that an employee is ineligible for hire, including permanent ineligibility for hire, upon receipt of written notice from Employer stating the proposed disciplinary action, the Union may *within three (3) business days* deliver to the Employer a verbal or written request for an expedited Grievance Committee hearing under **Step 1**. If the Union timely delivers such a request, the hearing before the Grievance Committee shall be held *within three (3) business days* thereafter, and the proposed discipline will not be imposed until completion of the hearing before the Grievance Committee, *unless* the Grievance Committee hearing is postponed or delayed at the request of the Union or as a result of any action by the Union. If the grievance is not resolved at the expedited hearing by unanimous decision of the Grievance Committee, Employer may in its sole discretion impose the discipline and any timely grievance on the discipline shall proceed to **Step 2** of this **Disputes and Arbitration** provision. *Provided*, Employer may impose the discipline immediately if, in the judgment of the Employer, the disciplinary action is imposed for a safety violation that endangered the health or safety of the employee or others or that resulted in significant property damage, for a threatened or actual violent act, or for a violation of the **Drug and Alcohol Policy and Program** in **Article 5**.

If the Union does not timely deliver to the Employer a request for expedited **Step 1A** hearing, the Employer may impose discipline and any grievance on the disciplinary action shall be subject to the established procedures and time limitations under the **Grievance and Arbitration** provision without regard to the **Expedited Hearing Procedure**.

Step 2. If the Grievance Committee is unable to resolve the grievance at **Step 1** or **Step 1A** within three (3) business days after the hearing, the grievance will be referred to an Appeals Committee composed of one official from the South Atlantic and Gulf Coast District of the ILA designated by the President of the SAGCD and one official designated by the Employer. The two members of the Appeals Committee shall not have been directly involved in the dispute giving rise to the grievance and shall not have served on the joint Grievance Committee under **Step 1**. The two members of the Appeals Committee shall schedule a meeting at which the parties to the grievance shall submit the

grievance to the Appeals Committee. Following the meeting, the Appeals Committee shall meet in an effort to resolve the dispute. The Employer and the Union shall be bound by a unanimous decision of the Appeals Committee. If the Appeals Committee is unable to resolve the grievance within three (3) business days after the meeting of the Appeals Committee, either party may request arbitration by delivering a written request for arbitration to the other party within thirty (30) days, or such longer period as the parties may agree upon in writing, after the date of the Appeals Committee hearing. The parties may agree to seek non-binding mediation through the Federal Mediation and Conciliation Service prior to proceeding to arbitration, but neither party is obligated to do so. If timely requested, the parties are obligated to proceed to arbitration. If neither party timely requests arbitration in writing, the grievance shall be deemed withdrawn.

Arbitration. If arbitration is timely requested, the Federal Mediation and Conciliation Service shall be requested to submit a panel of seven (7) disinterested persons who are qualified and willing to act as arbitrator. From that list, the parties shall within ten (10) workdays after receipt of the list, alternatively strike the name of one individual from the list (the first strike shall be determined by the toss of a coin) until one individual remains, who shall be the arbitrator. The arbitrator shall hear the grievance as soon as practical after selection and shall endeavor to render a decision in writing within thirty (30) days after conclusion of the arbitration hearing. Employees represented by the Union shall be released from work with pay to appear as witnesses upon request by either party. The party requesting the employee shall be responsible for their pay. The decision of the arbitrator shall be final and binding on the parties. The expenses of arbitration shall be borne equally by the Employer and the Union.

The arbitrator's decision shall be limited to the interpretation and application of the terms of this Agreement. The function and purpose of the arbitrator is to resolve any disputed interpretation or application of the terms in this Agreement and to determine the relevant facts upon which the interpretation or application of the terms of this Agreement depend. The arbitrator shall not address in his or her decision any issue not submitted for arbitration. The arbitrator shall not have authority to decide or to interpret this Agreement in a way that would change the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision that, in practical or actual effect, modifies, revises, detracts from or adds to any of the terms of this Agreement. Past practice of the parties may be

considered as relevant evidence in interpreting or applying the terms of this Agreement, but may not be applied to justify or result in what is in effect a modification (whether by addition or deletion) of the terms of this Agreement. The arbitrator shall not render any decision or award merely because, in the arbitrator's opinion, such decision or award is fair or equitable.

ARTICLE 6. SAFETY

All work covered under this Agreement will be performed in accord with all applicable safety and health standards established by the Occupational Safety and Health Administration ("OSHA") and all other applicable safety and health standards established by state and federal authorities. All covered work also will be performed under safety and health standards and policies established by the Employer based on safety and health standards recommended by competent industry authorities. All employees are required to comply with Employer's posted **Safety Rules and the Employer's Safety Policies**.

The Union and Employer shall participate and cooperate fully on an Accident Review Committee ("ARC") established for the purpose of the elimination of personnel injury and/or property damage on the job. The ARC and the operating procedures of the ARC are included in the Accident Review Committee Agreement in the Appendix to this Agreement. The participation of the Union on the Accident Review Committee does not create any express or implied duty on the part of the Union to provide a safe work place or to impose a duty of care on the Union.

ARTICLE 7. POLICY ON DRUGS AND ALCOHOL

APM Terminals, LLC and the International Longshoremen's Association Local 1410, in the Port of Mobile, recognize that the state of an employee's health affects his/her job performance, the kind of work he/she can perform, as well as an individual's opportunity for continued employment. The Parties also recognize that drug and alcohol abuse rank as one of the major health problems in the world. It is the intent of this policy and program to provide guidelines for consistent handling of drug and alcohol issues throughout the Port of Mobile.

POLICY: The Parties are concerned with those situations where use of drugs or alcohol interferes with an employee's health and job performance, adversely affects the job performance of others, or is considered to be detrimental to the marine cargo handling business. There is no intent to intrude upon the private lives of employees. Early recognition and treatment of drug and alcohol

dependency problems is important for successful rehabilitation, economic return to the industry, and reduced job disruption. The Parties support sound drug and alcohol abuse treatment and rehabilitation efforts, and it is agreed that constructive disciplinary measures may be utilized to provide motivation to seek assistance.

Legal Drugs.

The use of any legally obtained drug to the point where such use adversely affects the employee's safe job performance is prohibited. This prohibition covers arriving on the work premises with detectable levels of any drug that adversely affects the employee's safe job performance, including the use of prescribed drugs under medical direction. Where a physician prescribes a drug that may adversely affect the employee's safe job performance (e.g., drowsiness or dizziness), it is in the best interest of the employee, co-workers, and the industry that employee stays home. An employee who reports to the jobsite while taking such prescriptive drug shall be released for the day with no guarantee applying unless the employee has produced a statement from his or her personal doctor to confirm the standard dosage prescribed by the doctor and stating that use of such medication as prescribed will not interfere with safe performance of longshore work covered under this Agreement.

Alcohol.

The use of alcohol to the point where such use adversely affects the employee's safe job performance is prohibited. This prohibition covers arriving on the job site with detectable levels of alcohol in the employee's system. A detectable level of alcohol is deemed to be a BrAc of .01 or above.

Section 1. An employee who reports to the jobsite with a detectable level of alcohol in his or her system up to .039 will report back to work.

The parties agree the Employers reserve the right to send any employee home who test with the above level of alcohol, for that day with the guarantee to apply.

Section 2. An employee who reports to work with a detectable level of alcohol in his or her system of .04 to .079 shall be sent home for the day with no guarantee applying and shall not be eligible for hire again for twenty-four (24) hours.

Repeat Offenders who violates **Section 2.** (above) more than once in a twelve (12) month period shall be subject to the following:

First Offense - Thirty (30) days suspension from employment through any and all I.L.A. hiring.

Second Offense - Sixty (60) days suspension from employment through any and all I.L.A. hiring.

Third Offense - Subject to discipline as outlined below in **Section 3.**

Section 3. An employee who reports to the job site with a detectable level of alcohol in his or her system of .08 and above shall be subject to the following:

First Offense - Sixty (60) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Second Offense - Ninety (90) days suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Third Offense - Permanent suspension from employment through any and all I.L.A. Hiring Halls and from acting in such official capacity under the terms of this Agreement.

Illegal Drugs

Illegal drugs, for the purpose of this policy, include drugs that are not legally obtainable in the United States and prescription drugs that are legally obtainable but have been obtained or used illegally.

The sale, purchase, transfer, use or possession of illegal drugs, by employees on the work premises or while on Employer business is prohibited. Arriving on the work premises with detectable levels of any illegal drug in an employee's system is prohibited. This prohibition applies to any and all forms of narcotics, depressants, stimulants, hallucinogens and synthetic drugs such as spice, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

POLICY ENFORCEMENT.

Employer may require drug tests after on the job accidents and after evaluation or treatment for substance abuse. A drug/alcohol test (for convenience called a "drug test") also may be required by Employer upon reasonable notice at any time an employee is on Employer's job site, including but not limited to whenever work place factors give good faith reason to question the ability of an employee to properly and safely perform his job and to question whether drugs or alcohol may be a factor. These factors may include physical appearance, behavior, or other job-related circumstances. Tests shall be required for all new employees at their own expense and shall be conducted by the Union.

If an individual(s) is sent by Employer to a drug testing collection site for a drug test and the employee tests negative, the Employer will pay the individual for the time the individual would have worked but for the required test, provided the individual complies with all drug test procedures of the collection site and complies with any directives or requests by the Medical Review Officer.

PENALTIES FOR VIOLATION OF POLICY.

Any person found in violation of this policy on illegal drugs or who refuses to submit to a drug test, who refuses to take the test within the required time frame, who provides an adulterated sample, who refuses to sign the required Notification of Drug Screen, the laboratory requisition-chain of custody form, or the consent form or a post-treatment agreement, shall be removed from the job and shall be suspended from employment for a period of sixty (60) days. Any second offense shall result in permanent suspension from employment and ineligibility for hire by Employer.

Employees who are permanently disqualified from employment for a second offense shall be provided with a sixty (60) day window from the date of the permanent suspension in which to make written application for reinstatement. Those who timely seek reinstatement must complete an Employer approved and accredited twelve (12) month rehabilitation program and must not work in the industry and must remain drug-free throughout the twelve (12) month period. Those seeking reinstatement shall be required to agree to take random drug tests upon reasonable notice made through the Employer during the twelve (12) month rehabilitation period and for the remainder of their time in the industry. Upon successful completion of the rehabilitation program as determined by program officials and successful completion of the twelve (12)

month period, the individual will be reinstated to eligibility for hire with Employer.

Any further violation shall result in permanent suspension and ineligibility for hire by Employer for the individual's life.

When it is determined that an employee is suffering from a drug or alcohol abuse problem, efforts will be made to assist the employee in seeking proper treatment and rehabilitation using available resources.

Any individual found guilty of possession or use of, or other dealing in illegal drugs, while employed under any collective bargaining agreement between the Parties shall be immediately suspended from employment and shall be ineligible for hire for a period of sixty (60) days. Any second offense shall result in permanent suspension from employment and permanent ineligibility for hire.

A refusal to be tested shall be grounds for immediate suspension from employment and ineligibility for hire for a period of sixty (60) days. Any second violation or offense shall result in permanent suspension from employment and permanent ineligibility for hire.

It is understood and agreed that employees actively working under the terms of any collective bargaining agreement between the Parties shall have the right to request referral to an approved substance abuse program for treatment before the employee is directed to take a drug test or, if the employee takes the drug test as directed, before the results of the test are reported positive. The employee will be granted a leave of absence conditioned upon immediately reporting to an approved and accredited rehabilitation program for treatment. If such employee participates in and successfully completes the required rehabilitation program as determined by program officials, the employee will be reinstated as eligible for hire. Any positive test or refusal to take a test thereafter shall be grounds for immediate and permanent discharge from employment and permanent ineligibility for hire.

Any individual seeking reinstatement following suspension or a leave of absence from employment with Employer shall be required to sign a written agreement stating that the individual agrees to take random drug tests upon reasonable notice made through the Employer for a period of three (3) years

from date of reinstatement before the individual is reinstated and eligible for hire by Employer.

EXAMINATION PROCEDURE.

The drug test blood/urine specimen will be tested for the following classes of drugs, among others:

Marijuana (THC)	Cocaine
Amphetamine	Methamphetamine
Opiates	Benzodiazepines
Barbiturates	Oxycodone
Methadone	Buprenorphine
Phencyclidine (PCP)	
Methylenedioxymethamphetamine (MDMA)	

Scientifically recognized chemically distinct analytical methods will be used by qualified laboratories selected by the Employer for specimen testing.

Current values as set by the Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services or as accepted by the scientific community based on testing methodology approved by the Food and Drug Administration or State Motor Vehicle Laws shall be used for all covered drugs in determining whether a test is considered "positive" or "negative".

Upon proper written request made within thirty (30) days of the original date of drug testing, a sample of the original urine specimen shall be split and part will be sent to another qualified laboratory with comparable certification. A proper interlab chain of custody will be initiated for any additional test of the specimen to determine scientifically if detectable amounts of drug(s) are present. Applicable Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services reporting guidelines and procedures shall be utilized on additional testing and reporting on specimens.

Employees will sign a written consent to the drug test and release of information form. Urine samples may be taken in view of collection personnel and the employee and collection personnel will sign the requisition-chain of custody form. Using or attempting to use a sample for the purpose of evading

or causing deceitful results on chemical analysis shall be considered to be a violation of the Policy and Program on Drugs and shall be subject to the Penalties for Violating the Policy. The results of drug tests will remain confidential and discussed only on a "need to know" basis. Results of drug tests, positive or negative, will be kept in a file separate from personnel files for three (3) years and will then be destroyed.

GRIEVANCE PROCEDURE.

It is understood and agreed that any and all disputes involving this Policy and Program, including interpretation or application, shall be resolved solely under the "Disputes and Arbitration" provisions in the collective bargaining agreements between Employer and the Union. The resolution of any disputes under the "Disputes and Arbitration" provisions in the various Collective Bargaining Agreements shall be binding on all parties.

RANDOM DRUG AND ALCOHOL TESTING POLICY

A Random Drug and Alcohol Testing Program will be administered as per the following:

1. The policy shall apply to all ILA crafts covered by this contract. All such personnel shall be subject to random testing pursuant to this policy.
2. The term "random testing" shall mean drug and alcohol tests administered to personnel who are selected by a random process whereby each of the employee's subject to such testing has an equal chance of being selected each time selections are made.
3. The selection of employees for random testing shall be made by a computer based random number generator that is matched with the individual's social security number, payroll identification number or other comparable identifying number (i.e. a port security number). The system selected will be completely random. The parties will ensure absolute objectivity by generating statistically valid, randomly selected lists of employees.
4. The Employer will be responsible for notifying the drug testing facility when and where operations are working. The drug-testing provider will determine the date, operation and shift for personnel to be randomly tested.

5. A full list of personnel, who are working, including their social security numbers, will be obtained by the supervisor.
6. The testing will consist of an instant test administered on-site. Positive on-site tests will be sent to a laboratory for confirmation. A Breathalyzer test for alcohol will also be administered.
7. The cost of the selection system and resulting tests shall be borne exclusively by the Employer.
8. There will not be less than four (4), or more than twenty-four (24) dates each contract year on which random testing may be conducted.
9. On a date on which random testing is to be conducted, a group of employees shall be randomly selected for testing from the entire pool of employees working on that day by the independent testing agency selected, and in accordance with the procedures outlined herein.
10. Testing shall be conducted consistent with the procedures of such examinations set forth in this agreement.
11. All rules, enforcement provisions and penalties governing the "Policy on Drugs and Alcohol" set forth in this agreement shall apply to all personnel covered by this agreement.
12. Once the drug-testing provider arrives at the job site, personnel shown on the time sheets who leave without proper permission or personnel selected for testing who are notified of such selection and then subsequently leave the job site without submitting to the test shall be deemed a positive test. Anyone who leaves with proper permission must be tested within twenty-four (24) hours.
13. Upon notification of selection, a person shall be allowed one hour to provide a urine sample. Only if a urine sample cannot be provided, an alternative method will be used. Refusal to submit shall be deemed a positive test in accordance with this Drug and Alcohol Policy.

14. Nothing in this agreement shall diminish the rights and responsibilities of the parties as set forth in this agreement.

15. A representative from the Union or their designee shall be present for the testing process.

ARTICLE 8. WAGES, BENEFITS AND CHECK OFF

a. Wages. The basic straight-time hourly wage rates (“ST”) shall be as provided under the Master Contract. Premium wage rates under this Agreement are as follows:

Flex-Time (FT) = 1.25 x ST

Overtime (OT) = 1.50 x ST

Meal Time (MT) = 2.00 x ST (End September 30, 2021)

*Meal Time (MT) = 2.00 x Prevailing Rate (Effective October 1, 2021)

* The Prevailing Rate (the rate of pay for time immediately prior to the meal hour in question) effective October 1, 2021.

Skill differential for Lashing Foreman and Gang Foreman will be \$2.50 an hour over the basic straight-time hourly wage rates.

b. Fringe Benefit Contributions. Employer will contribute the following amounts for each hour paid under this Agreement (including each hour paid to Foremen) for the purpose of providing fringe benefits to eligible employees.

Containers

Automated

Execution Date -9/30/18 Master

Of the total contributions stated above, \$1.50/hour shall be allocated to the MSSA/ILA Vacation Plan, unless the Union and the Employer agree otherwise.

Welfare Plan. The Employer’s obligation to provide welfare and related benefits to eligible employees is limited to, and the Employer shall have no obligation beyond, the payment of the hourly contributions stated above.

The Union and the Employer agree that the first \$8.555/hour in Master Contract fringes will be allocated to the MSSA/ILA Pension Plan unless they agree otherwise.

The Master Contract \$1.00/hour contribution increase effective October 1, 2018 and the additional Master Contract \$1.00/hour contribution increase effective October 1, 2021, will be allocated to the new money purchase pension plan unless the Union and Employer agree otherwise based on the recommendation of the MSSA/ILA Trustees.

c. Check Off. Employer agrees to a check-off of Union dues or service fees in a stated amount for each hour paid, or in a percentage of gross pay, upon receipt of a check-off authorization card signed by the employee authorizing such check-off and complying with the requirements of Section 302 of the Labor Management Relations Act. The check-off authorization will be effective as of Employer's first payroll period after the signed check-off authorization card is delivered to Employer.

Employer's payroll service will make the required payroll deduction for the checkoff of union dues and service fees from the payroll check of each employee who has authorized such check-off and will remit one check for the total amount of the check-off to the Union. The Union shall make the necessary allocation for payment to the Union, the International Longshoreman's Association and the Cope Fund and shall make the allocated payment to each. Each payroll period, Employer shall provide the Union an itemized report from Employer's payroll service, which will provide the data the Union needs to make the proper allocation and to remit the Union dues/service fees check-off payments to the Union, the International Longshoreman's Association and the Cope Fund.

The Union shall defend, indemnify and hold Employer harmless from and against all claims, demands, suits or other forms of liability that arise out of any action taken or not taken by Employer in reliance upon or compliance with this Article.

ARTICLE 9. SENIORITY, FOREMEN, AND CORE GANGS

Employees who are hired under this Agreement will be hired under the following procedures:

a. Contract Year. The “contract year” shall be the one-year period from October 1st through September 30th.

b. Seniority. Maintenance, Restoration and Progression. Each employee’s initial seniority date shall be based upon the employee’s initial hire date to perform longshore work covered under a collective bargaining agreement between the Union and an employer performing longshore work in the Port of Mobile. Employees shall maintain continuous service for the purpose of maintaining a seniority classification or progressing to a higher seniority classification only as provided under this Agreement.

Maintenance of Seniority - To maintain a seniority classification the employee must have performed covered work or received credit hours of service (“credit hours”) of at least 150 hours in a contract year. If an employee fails to meet this requirement as of September 30th of any contract year, the employee will lose his or her seniority classification and will be classified as a Registered Casual (“RC”).

Restoration of Seniority - If an employee who has lost his or her seniority classification performs covered work or receives credit hours for an average of 700 or more hours over the next three contract years following the contract year in which the employee lost his or her seniority classification, and performs covered work or receives credit hours for at least 150 hours during each of the next three contract years, the employee’s previous seniority classification will be restored.

Progression to a Higher Seniority Classification – To progress to a higher seniority classification for the next contract year, the employee must have performed covered work or received credit hours for a total of 700 or more hours, or the employee must have averaged 700 or more hours over the preceding three contract years, and must have worked or received credit hours for at least 150 hours during each of the three preceding contract years.

c. Credit Hours. An employee may receive credit hours toward maintenance of seniority or progression to a higher seniority classification for the following reasons:

- 1. Military Service.** An employee on military leave of absence for active military duty covered under the *Uniform Services Employment and*

Reemployment Rights Act of 1994 (“USERRA”) shall receive credit hours at the rate of 40 hours each week during each contract year the employee is on active military duty, provided the employee is discharged from military service under honorable conditions and timely applies for re-employment as provided under USERRA.

2. Employment with Employer, the Union or the Benefit Plans. An employee who is absent from covered longshore work for employment in a supervisory position with Employer, as a full time official with the Union or the International Longshoreman’s Association, AFL-CIO (“ILA”), or as a full time employee of the MSSA-ILA Pension and Welfare Plans, shall receive credit hours at the rate of 40 hours each work week during each contract year of such full-time employment; provided the employee returns to covered longshore work within thirty (30) days after such employment ends.

3. Disability. If an employee is unable to perform longshore work because of a disability, the employee shall receive credit hours at the rate of 40 hours each work week the employee is disabled, provided the employee returns to covered work under this Agreement within thirty (30) days after he or she is able to perform longshore work. An employee is “disabled” and unable to perform longshore work if the employee cannot perform the essential job duties of longshore work, with or without reasonable accommodation, and without posing a direct threat to the health or safety of the employee or others. To be eligible for credit hours, the employee must submit evidence acceptable to the Union to establish the employee has a disability. Evidence that the employee is receiving a disability pension or a short-term disability benefit under the MSSA-ILA Pension and Welfare Plans, disability benefits under a State or Federal disability benefit program, or worker’s compensation benefits for a temporary total or permanent total disability, shall be deemed acceptable evidence.

d. Termination of Seniority. An employee’s seniority shall terminate in the event he or she voluntarily quits, resigns, is discharged or retires. An employee who has retired under a disability pension provision of the MSSA-ILA Pension Plan will have seniority and service reinstated only if the employee is declared “Fit for duty” by a doctor approved by the Employer and the Union as provided under **Article 25** on “**Injured Employees.**”

e. Master Seniority List. A Master Seniority List shall be maintained that includes all longshore workers in the Port of Mobile who have achieved a seniority classification under this Agreement. The list shall include each employee's full name, initial seniority date, seniority classification, and waterfront identification number. For seniority classifications G*, GA and GB, the list also shall include an identifying number for each individual in these classifications (with No. 1 being the most senior) based on qualifying years of service in a classification under any collective bargaining agreement between the Union and Employer(s) in the Port of Mobile. The Master Seniority List will be based on documentation of hours worked from the MSSA-ILA Pension, Welfare and Vacation Plans and from payroll records. The employee must produce acceptable evidence to establish any credit hours the employee may be eligible to receive for each contract year. Hours paid as the result of a grievance settlement and *credit hours* under **Article 9 (c)** of this Agreement will count as hours worked. If an employee disputes his or her initial seniority date, the employee may produce proper records from the U.S. Social Security Administration to support the employee's claim.

After September 30th of each contract year, the Union will review the Master Seniority List to determine each employee's seniority classification for that contract year, including seniority upgrades or removals from the seniority list, due to retirement, death or the failure to work or receive credit for the required number of hours in a contract year. A new Master Seniority List for the contract year shall be prepared promptly by the Union and delivered promptly to Employer(s). Employer(s) shall be entitled to rely on the Master Seniority List provided by the Union. Employer shall not be responsible for any alleged misclassification, error or omission on the Master Seniority List provided by the Union.

f. Seniority Classification System. No employee shall obtain or maintain a seniority classification or progress to a higher seniority classification except as provided under this Agreement.

g. Seniority Classifications. Employees may achieve the following seniority classifications. As used below, a "year of continuous service" is a contract year for which the employee has met the requirement under this Agreement.

GROUP G* (star) Seniority shall be held by those employees who have previously been determined to have qualified for and have maintained a

G* classification, or who have reached thirty (30) years of continuous service at the end of any contract year.

GROUP GA Seniority shall be held by those employees who have previously been determined to have qualified for and maintained an A seniority classification, or who have reached twenty-three (23) years of continuous service at the end of any contract year.

GROUP GB Seniority shall be held by those employees who have previously been determined to have qualified for and maintained a B seniority classification, or who have reached thirteen (13) years of continuous service at the end of any contract year.

GROUP GC Seniority shall be held by those employees who have previously been determined to have qualified for and maintained a C seniority classification, or who have reached eight (8) years of continuous service at the end of any contract year.

GROUP GD Seniority shall be held by those employees who have previously been determined to have qualified for and maintained a D seniority classification, or who have reached six (6) years of continuous service at the end of any contract year.

GROUP GT Seniority shall be held by those employees who have averaged at least 700 hours of covered work/credit hours over each of the preceding three (3) contract years and who have worked or received credit hours for at least 150 hours in each of the three (3) preceding years.

GROUP T Seniority shall be held by those employees who do not qualify as G*, GA, GB, GC, GD or GT, but who did perform covered work or receive credit hours for at least 700 during the preceding contract year.

REGISTERED CASUAL (RC) Classification shall be held by any Casual employee who has performed covered work for at least 600 or more hours in the two (2) preceding contract years, provided the employee must have no less than 150 hours at the end of each of the two years or at least 600 hours at the end of any contract year.

CASUAL Classification shall be held by an employee who is eligible for hire by Employer at the Hiring Center as provided under this Agreement and who does not qualify for the above seniority classifications.

A seniority classification earned or hours worked by an individual under a collective bargaining agreement between Employer and any other ILA Local Union shall not be given consideration under the seniority and hiring provisions under this Agreement.

Each employee shall be issued an ILA 1410 Seniority/Classification Identification Card, which shall include the employee's full name, a recent photograph, a badge number, and a seniority/classification.

h. Gang Foremen. The Employer will select a Gang Foreman for each core gang to direct and supervise the work of the core gang under the terms of this Agreement. The Gang Foreman may select an assistant Foreman with the approval of the Employer's Superintendent. If a Gang Foreman and the assistant Foreman are absent, the Employer's Superintendent may appoint a temporary substitute Gang Foreman. If a Gang Foreman is a member of the Union, the Gang Foreman will not be penalized by the Union for performing his or her duties as a Gang Foreman. The Employer will notify the Union of any open Foreman positions and, upon request, will consult with the Union before selecting a new Gang Foreman; provided the Employer has the sole discretion to select a Gang Foremen. It is further agreed and understood that the Union will select all lashing gang foremen provided that the Union will notify the Employer of any open lashing gang foremen positions and, upon request, will consult with the Employer before selecting a new lashing gang foreman, provided the Union has the sole discretion to select the lashing gang foreman.

In performing assigned duties as directed by Employer and as provided under this Agreement, gang Foremen shall not engage in the following:

1. Make loans to employees;
2. Receive money or anything of value in exchange for affording any individual a preference in hiring or any other term or condition of employment;

3. Curse or abuse employees on the Foreman's gang;
4. Boycott, either acting alone or in concert with other Foremen, for any personal or unlawful reason, any individual who is eligible for hire to prevent such individual from being hired; provided this provision does not affect the Foreman's delegated right to select gang members based on the Foreman's good faith evaluation of an individual's seniority, skill and ability.
5. Perform bargaining unit work normally performed by non-foremen, except in an abnormal situation (for example, the non-foreman is on a bathroom break).

Foremen are subject to discipline by the Employer in its sole discretion for offenses committed as a Foreman. For offenses committed in their capacity as Foremen, the Foremen are subject to discipline by the Employer and shall have access to the Grievance Procedure under "**Disputes and Arbitration**" in **Article 5**.

i. Core Gangs. There will be core gangs with each consisting of an Employer-selected Foreman and a minimum of seven (7) longshoremen per loading gang and one per lashing gang, unless otherwise expressed herein. The number of core gangs in the port shall be determined by mutual agreement of the parties.

1. Employer may establish supplemental gangs in addition to the core gangs if Employer deems necessary to perform the required work. Employer shall designate a Foreman to direct and supervise the work of any such gang. Employees will be hired as members of a supplemental gang under the "Hiring Rules." in this Agreement.
2. The Employer and the Union agree to meet jointly to review applicants for core gang openings. Core gang members will be selected from their "seniority classification" group, not by specific identifying number. Regular core gang members will be selected to a core gang at the sole discretion of the Core Gang Foreman based on an individual's seniority, skill and ability, with the approval of the Employer's General Superintendent or designated

representative after review with the Union. The Union will attempt to make employees available for core gang positions, including the consideration of candidates in lower seniority classifications. If no applicants are selected by the Foreman, the core gang position will remain open.

3. No individual may be assigned to a regular job position in a core gang unless he or she has a "GB" seniority classification or higher. The gang Foreman may assign core gang members to regular core gang positions on the core gang based on seniority classification, skill and ability. Higher seniority employees hired as additional workers on the core gang cannot take the assigned job of a core gang member based on seniority.

4. The regular core gang positions that may be assigned to core gang members are as follows:

Loading Gang:

Drivers: (3) per gang.

Groundman: (1) per gang.

Hatch tender: (1) per gang.

Lashing Gang:

Lasher: (1) per gang.

The foregoing number of designated positions and the number of employees designated in each position may be changed by mutual agreement of the Employer and the Union. Employees selected as a core gang member on a core gang must remain in that core gang for the remainder of the contract year before he/she can withdraw from the gang without the consent of the Employer and the Union.

ARTICLE 10. GENERAL RULES AND WORK PRACTICES

1. The Employer agrees to schedule a sufficient number of employees to perform required duties under this Agreement.
2. Employees will work as directed by the Employer.
3. Employees must remain on the job until properly released by a Foreman. Employees are not permitted to leave the work site until their replacement

arrives. If a replacement employee cannot be found, the employee must remain on the job until the shift ends. A replacement employee will not begin a new guarantee time.

ARTICLE 11. ORDERING GANGS

Orders shall be given by the Employer to the Union listing the number of gangs needed to perform the required work to include, the number of gangs, gang size and work assignments per gang which shall be received by the Union and posted on the hiring center board and accompanied by a recording on the hiring center tape. The Union shall rotate core gangs in an effort to keep all core gangs relatively even as to hours worked provided safety performance are comparable.

Posting. All orders for gangs and/or work will be posted as follows: Orders for the 7:00 a.m., 8:00 a.m. and 10:00 a.m. start will be posted by 4:30 p.m. the day before. Orders for the 1:00 p.m. and 3:00 p.m. start will be posted by 9:00 a.m. the same day. Orders for the 6:00 p.m. will be posted by 3:00 p.m. the same day. Orders for 12:00 midnight will be posted by 6:30 p.m. the same day. The Employer shall provide expected arrival dates for vessels to the Union.

ARTICLE 12. SETBACKS AND CANCELLATION

Setbacks and Cancellation. Setbacks and Cancellation shall be made at least two (2) hours in advance of starting times, except for a midnight starting time for which cancellation must be posted by 9:00 p.m. The employer may set back or cancel after the initial order time without penalty. If the employer sets back the starting time a second time, the guarantee as outlined in Article 14 shall apply. It is agreed and understood that the employer has the right to cancel prior to a second setback order. Once the second setback order is made, it is a confirmed order and is not subject to cancellation.

ARTICLE 13. STARTING TIME

- a.** Terminal start time shall be 6 a.m., 7 a.m., 8 a.m., 1 p.m. and 6 p.m.
- b.** Vessel start times shall be 7 a.m., 8 a.m., 10 a.m., 1 p.m., 3 p.m., 6 p.m. and *12 midnight.

Lashing gangs shall be ordered one (1) hour prior to the scheduled vessel start time.

*An additional starting time of 12:00 midnight is established for “Fully Automated: vessel operations”. Gang(s) ordered for a 12:00 Midnight start will not be worked past 7:00 A.M.

If a gang should break for a second meal period, the gang will be paid overtime until the gang is finished or until the next meal period, upon which time the gang will be paid meal time rate until completion.

If a gang works through the second meal period without breaking, the gang will be paid meal time rate until the gang is finished or until the next meal period, upon which time the gang will be paid double the overtime rate. Effective October 1, 2021, the gang will be paid double the prevailing rate when working through the second meal period.

Rolling of Gang(s). It is understood gangs can be rolled from one vessel to another within the guarantee; however, no gang(s) shall be allowed to roll back to the original vessel.

ARTICLE 14. GUARANTEE

Guarantee shall be as follows:

Start Time	Initial Call-out	Subsequent Call-backs
6:00 a.m.*	6	4
7:00 a.m.	5	4
8:00 a.m.	4	4
10:00 a.m. **	4	4
1:00 p.m.	5	4
3:00 p.m. ***	4	4
6:00 p.m.	6	4
12:00 midnight ****	6 + 2 (MT)	

*Early Lashing gang(s) **ONLY**, 6 a.m.* hour shall be paid at overtime (OT) hour

** Gangs with an initial Call-out time of 10:00 a.m. shall be guaranteed four (4) hours pay, *provided* the gang is not called back after the meal break. If the gang is called back after the initial call-out period the total guarantee hours

shall be two (2) hours plus four (4) hours with running time thereafter. If the gang is called back after a second meal period the total guarantee hours shall be an additional four (4) hours with running time thereafter.

*** Gangs with an initial Call-out time of 3:00 p.m. shall be guaranteed four (4) hours pay with two (2) hours at prevailing rate plus two (2) hours at overtime rate, *provided* the gang is not called back after the meal break. If the gang is called back after the initial call-out period the total guaranteed hours shall be two (2) hours at prevailing rate plus one (1) at overtime rate. If the gang is called back after a second meal period the total guarantee hours shall be an additional four (4) hours with running time thereafter.

**** Gang(s) and/or individual(s) ordered for the 12:00 midnight starting time shall receive six (6) hours at the overtime rate plus two (2) hours at the Meal hour rate. Gang(s) and/or individual(s) ordered for the 12:00 Midnight starts shall not work beyond 7:00 A.M. If unforeseen circumstance(s) arise, the Union shall be contacted for approval prior to working beyond 7:00 a.m. The penalty for such shall be double the meal hour rate (becomes double prevailing rate effective 10/01/2021) until the vessel has finished.

The first Subsequent Call-back will be four (4) guarantee and a second call back will be two (2) hour guarantee. (On October 1, 2021, the second call back will be a four (4) hour guarantee). Gangs starting at 6 PM are not entitled to the 6 pm MT pay.

ARTICLE 15. MEAL HOURS

Meal hours will be as stated under the Master Contract:

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.

12 midnight to 1:00 a.m.

When employees are required to work during the meal hours, they will be paid Meal Time (as defined in Article 8) until they have finished the shift or stopped for the meal hour. The Employer will not require a gang and/or employee to work more than six (6) hours without stopping for a meal break. Should a gang and/or employee be required to work more than six (6) hours without a meal break, the Employer will pay that additional time worked at double the prevailing rate until a meal break is given or the completion of the vessel and/or

shift. If the gang and/or employees works any part of any meal hour, the gang and/or employee shall be paid for the full meal hour for the first hour. All other hours will be paid in ½ hour increments.

ARTICLE 16. VESSEL, MANNING AND WORK ASSIGNMENTS

The manning and gang sizes under this section are minimums and additional employees may be hired if, in the Employer's judgement, additional employees are required to perform the work.

Loading Gang (13)

Foreman (1)
Hatch Tenders (2)*
Ground Men (3)
Truck Drivers (7)

Lashing Gang (5)

Foreman (1)
Lashers (4)

*It is agreed and understand that any unforeseen circumstances surrounding lashing and unlocking of containers that lashers and/or foremen may be asked to assist in the operation.

The Employer agrees to hire a Lashing Gang per Loading Gang, the Lashing Gang will not be cut from the Loading Gang. However, the Loading Gang can be released upon completion of its work while the Lashing Gang completes lashing duties.

Terminal Operation. One (1) regular employee will be hired as needed to perform all Terminal work covering the jurisdiction of Local 1410. All additional employees will be hired in accordance with **Hiring Rules**.

Stuffing and Stripping: When three (3) or more employees represented by the Union are hired for stripping and stuffing, a Terminal Foreman will be hired.

Water. The Employer shall supply clean ice water in sanitary containers and sanitary drinking cups.

ARTICLE 17. LINE HANDLING

Notification

Line-handlers may be ordered for starts on any day of the year, at any hour of the day or night provided the Union receives a minimum notice of four (4) hours.

It is recognized in The Port of Mobile that the minimum notice is four (4) hours. However, in case of unusual circumstances the line-handlers will be notified immediately following the company receiving notice of the vessel movement.

Travel Time

The company shall allow reasonable travel time between jobs allowing for the workers to obey all traffic laws. The company shall provide transportation to any worker should a concern arise as to the time from the first job to the second job. Upon completion, the workers will be provided a ride back to their vehicle.

Meal Time

It is agreed and understood that when line-handlers are handling lines during a meal period, the rate of pay will be OT at the applicable rate until the shift is finished.

Minimum Guarantee, Running Time and Manning

Workers ordered to handle lines shall be paid a minimum of four (4) hours at the applicable rate, with running time thereafter; but no worker will be required to handle lines no more than two (2) sets of lines during a call out period. A minimum of three (3) workers plus a foreman shall be used for tying up vessels and two (2) workers for releasing of lines.

As per the contract, if work beyond the initial four (4) hours guarantee, running time thereafter shall be half hour increments, not to exceed two (2) hours running time.

Line-handlers may not accept a new call until they are released from a current call by the employer.

Line-handlers shall coordinate with the supervisory foreman to ensure there is ample time to take a call with another gang.

Management supervisors are not to engage in performing line-handling functions, unless there is an emergency situation, including the failure of a line-handler to show for a job.

ARTICLE 18. INTERMODAL RAIL FACILITY AGREEMENT

This Agreement supersedes any previous agreements made at the rail facility.

Fringes – \$11.50 plus the additional \$1.00 contribution as required per the Master Contract in the first (1st) and third (3rd) year for the money purchase plan. It is further agreed that once the volume level reaches twenty-four thousand (24,000) container moves during a twelve (12) month period, equivalent to a year, the fringe contribution rate will be adjusted to the Master Contract fringe rate for the remainder of the contract.

Guarantee – As per this agreement (Article 12), except for the subsequent call back, which will be two (2) hours guarantee and running time thereafter. It is further agreed that once the volume level reaches twenty-four thousand (24,000) container moves during a twelve (12) month period, equivalent to a year, the subsequent call back will be adjusted as per Article 12 of this Agreement.

Manning – As needed as required by the Employer.

ARTICLE 19. MISCONDUCT, DISCIPLINE AND DISCHARGE

Employees may be disciplined, up to and including discharge and permanent ineligibility for hire, for just cause, including but not limited to reasons expressly stated in this Agreement.

Compliance with the “Drug and Alcohol Program”, and the “Equal Employment Opportunity/Harassment Policy” is required of all employees. **See Appendices** to this Agreement. Violation of these policies is just cause for discipline.

Any employee smoking in a restricted area will be dismissed from work for that day with no guarantee applying and may be suspended and declared ineligible for hire for a period of up to one (1) week. Any employee found pilfering or broaching cargo will be dismissed from work for that day with no guarantee applying and may be declared ineligible for hire for a *minimum* of

thirty (30) days *up to and including* discharge and permanent ineligibility for hire.

Any individual possessing or displaying any weapon on the job or at the Hiring Center shall be dismissed from work with no guarantee applying and will be suspended and declared ineligible for hire for a period of no less than ninety (90) days. A second offense will result in discipline up to and including discharge and permanent ineligibility for hire.

Any individual who uses another individual's ILA 1410 Seniority/Classification Identification Card, who allows another individual to use his or her card, or who seeks to shape-up on more than one gang, may be suspended and declared ineligible for hire for a period of thirty (30) days. A second offense may result in discharge and permanent ineligibility for hire.

Any employee whose negligence on the job causes or contributes to significant damage to Employer, customer or Alabama State Docks property or to personal injury to the employee or others is subject to discipline up to and including discharge and permanent ineligibility for hire.

The list of misconduct in this Article is not all inclusive. Employer retains the right to discipline, up to and including discharge and declaring an employee permanently ineligible for hire, for just cause.

All disciplinary decisions are subject to the "Disputes and Arbitration" procedure under Article 5 of this Agreement.

ARTICLE 20. WORK DAY AND WORK WEEK

The payroll work week will commence at 6:00 a.m. on Monday and end at 5:59 a.m. the following Monday. Subject to the Employer's receipt of payroll checks from the Employer's payroll service, the weekly payroll will be paid on the following Thursday at the Hiring Center commencing at 8:00 a.m. and closing at 6:00 p.m., any discrepancies or shortages in payroll checks should be reported to the Employer as soon as practicable for any adjustment due to be made by the Employer.

Consistent with **Article 8 (c), Check-Off**, the Employer will furnish the Union with a checkoff list showing the name, badge number, the gross amount paid, and amount of the checkoff for each employee.

ARTICLE 21. HOLIDAYS

a. No Work Holidays. The following are designated “No-Work” holidays under this Agreement.

New Year’s Day
Labor Day
Thanksgiving Day
Christmas Day

No employee represented by the Union will be required to perform work on No Work Holidays, *except* for vessel in distress, military operations and cruise ship operations. In the event work is performed on a No-Work Holiday, the rate of pay for such will be double the prevailing rate.

b. Working Holidays. Work on the following “Working holidays” will be paid at The OT rate (1 ½ times the ST rate) when work is performed on these days:

New Year’s Eve
Martin Luther King’s Birthday Holiday
Mardi Gras Day
Good Friday
Memorial Day
Independence Day
Veteran’s Day
Christmas Eve

If a holiday falls on a Sunday then it will be observed on the following Monday.

c. Jury Duty. Jury Duty will be paid in accordance with Alabama, and Federal law for foreman, core gang members and full-time employees.

d. Bereavement. The Employer will grant two (2) days excused absence with pay to a foreman, core gang member and full-time employee who desires to attend a funeral of an immediate family member when the funeral occurs on a regular workday. “Immediate Family” includes: Employee’s spouse, child, parent or sibling.

ARTICLE 22. MOST FAVORED EMPLOYER

While the Union is free to negotiate terms and conditions of employment with any other Employer or Employer Association, where the Union grants to any other Employer or Employer Association more favorable terms or conditions of employment under any agreement in the view of the Employer relating to the same or similar kinds of work covered by this Agreement within the Port of Mobile, such favorable terms or conditions of employment shall be at the option of the Employer immediately become effective for all work performed under this Agreement.

ARTICLE 23. COMPETITION

By *mutual* agreement of both parties, the parties may enter into negotiations at any time during the term of the Agreement to negotiate any changes or additions to this Agreement that may be necessary to meet competition and to retain or expand market share. The party requesting such negotiations shall make a written request to the other party. The notice shall specify the requested change(s) in the Agreement. On receipt of notice, if the other party agrees, negotiations shall commence immediately. If no agreement is achieved all terms and conditions of this Agreement shall remain unchanged.

ARTICLE 24. SEVERABILITY

It is the intention and purpose of the parties hereto that no provision or part of this Agreement shall be in violation of any federal or state law and each party hereto agrees that in the fulfillment of the terms of this Agreement, it will not violate any federal or state law. Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall become null and void, but all other provisions of this Agreement shall continue to be in full force and effect.

ARTICLE 25. INJURED EMPLOYEES

Return to Work. An employee who is absent from work as a result of an injury or illness and who, in the judgment of the Employer, may have restrictions on his or her ability to return to work and perform his or her essential job duties, with or without reasonable accommodation and without posing a direct threat to the health or safety of the employee or others, may be required by Employer to provide a statement from a doctor. The doctor's statement must release the employee to return to work and perform his or her essential job duties with or without reasonable accommodation and without posing a threat to the health or safety of the employee or others before the employee will be allowed to return to work. If there are medical restrictions on the employee's ability to perform the job, the doctor's statement shall describe the restrictions. If the employee or Employer disagree with the doctor's evaluation, the Employer and the Union shall jointly select an independent

physician to examine the employee and render a second opinion. If the Employer and the Union fail to agree on an independent physician to examine the Employee and render a second opinion, Employer shall provide the Union with a list of three physicians in the Mobile area with any necessary specialization required to render the second opinion, and the Union shall select one physician from the list to render the second opinion. The parties shall accept the medical opinion of the doctor selected by the Employer and Union. Employer shall pay the cost of the second medical opinion.

Ambulance Service. The Union and the Employer agree to use the 911 emergency number when an Ambulance is needed.

ARTICLE 26. No Discrimination

There shall be no discrimination in hiring or in the terms and conditions of employment under the Agreement for any reason prohibited by law. Employer and the Union adopt the EEO/Harassment Policy in the *Appendix* as part of this Agreement.

ARTICLE 27. Management Rights

Employer retains its right to manage its operations in the manner it deems desirable, so long as it is in compliance with the terms of this Agreement.

HIRING CENTER AND HIRING RULES

Within ninety (90) days, or as soon as practicable thereafter and no later than October 1, 2021, after the execution of this Agreement, Local 1410 will assume all functions associated with the Hiring Center currently being performed by the Employer or Hiring Center employees for the Employer.

Local 1410 will purchase and maintain an automated system approved by the employers that will allow calls to be posted on electronic screens mounted both inside and outside the Hiring Center.

Local 1410 will put in place an employer approved card swipe system that will allow the time sheets to be generated as cards are being swiped after each hiring period. The time sheets will be sent via email to the Employer the same day it is generated.

The automated system will allow the Local 1410 officials in charge of the hiring to make changes to the board (electronic screens) and the tape in case of cancellations and modifications, from a remote location if necessary.

The union will provide adequate space to accommodate the hiring in Mobile, Alabama. The facility will include adequate restrooms, parking, lighting, office space for processing hired workers, etc.

The Employer does not oppose and will support the Union's petition to vacate the order restricting the location of the Union's hiring.

Union agrees that the Employer has a right to attend all hiring and address any concerns at the hiring facility.

Hiring Center Rules. The following Hiring Center Rules shall apply to all employees who seek to be hired at the Hiring Center.

1. To be eligible for hire, all employees are required to shape-up in their designated seniority and or classification sections at the Hiring Center when it's required, except core gang members who previously have notified their core gang Foreman to verify their availability to work may report directly to the job site.
2. Employees shall not gamble on the premises of the Hiring Center.
3. Employees shall not fight, quarrel or engage in any disorderly or immoral conduct or harassment (*see EEO/Harassment Policy* in Appendix), and shall not engage in other conduct that incites disorder in any manner.
4. Employees shall not report to the Hiring Center under the influence of alcohol or drugs or engage in any activity that violates the "Drug and Alcohol Program" in the Appendix, and employees shall not smoke inside the Hiring Center.
5. The sale, purchase, transfer, use or possession of illegal drugs or drugs that violate the drug and alcohol policy shall not be

permitted on the Hiring Center premises or while on Employer business is prohibited.

6. Employees shall not report to the Hiring Center with firearms, knives or any other objects the parties reasonably would deem to be a weapon.

7. Employees shall not deface or deliberately damage Hiring Center property, including any posted notices and bulletins.

8. Employees shall cooperate with Union official, and or any employer's representative personnel at the Hiring Center. Union official, and or any employer's representative shall deal with the employees in a professional manner.

9. Employees shall not engage in behavior at the Hiring Center that violates the *EEO/Harassment Policy*.

If an individual violates these Hiring Center Rules, or engages in other misconduct at the Hiring Center that is just cause for discipline, and it is determined by agreement of the Union and the Employer that a violation occurred, the individual may be declared ineligible for hire for a minimum of fifteen (15) days up to permanent ineligibility for hire. The Union and all Foremen shall be notified by the Employer of the name(s) of any individual(s) declared ineligible for hire and the name(s) will be posted at the Hiring Center. Any such discipline is subject to **Article 5, "Disputes and Arbitration."**

Hiring Rules.

1. When a core gang is ordered for work by Employer, core gang members shall be hired first. If additional employee(s) are required on a core gang to perform the required work, during shape-up at the Hiring Center, the Foreman shall identify the job or jobs for which the Foreman is hiring. The Foreman shall hire, in accord with the hiring process under **Article 9 (k)**, except as expressed in **Article 9 (i)(3)**.

2. Employees will be hired from the seniority roster first, and if there are not enough employees available to cover the work

requirements, employees may be hired from any source for that shift only. Employees will be hired according to skills and ability for the job position they will fill and will be placed in the job they will be most effective for the employer.

3. Gang Foremen, or their Employer approved substitutes, shall have the responsibility to fill additional daily openings for employees in their gangs on a non-discriminatory basis and in accordance with the seniority classification system, as set forth in this section, and skilled employees should first be sought from the Hiring Center/Hiring Hall, but if none are available, employees may be hired for any source for that day only.

4. The core gang Foreman has the authority to remove an employee from the Foreman's core gang. In making such decision, the gang Foreman shall comply with the EEO/Harassment Policy in the Appendix to this Agreement. Before removing an employee from the core gang, the gang Foreman will notify the Employer and provide the name of the core gang member and the reason for the removal. Employer will notify and meet with the Union within five (5) business days of the date the Foreman notifies Employer to review the decision to remove the employee from the core gang, provided the final decision to remove an employee from the core gang is solely within the judgment of the gang Foreman subject to approval by Employer. The removal of an employee from the core gang is subject to the "Disputes and Arbitration" provision under **Article 5** of this Agreement.

Except as otherwise required by law, any employee assigned to a core gang who does not perform any work on the core gang for 60 consecutive calendar days may be removed from the core gang by the gang Foreman with the approval of the Employer's General Superintendent and the Union. If the absence of 60 or more days is for a reason acceptable to Employer, the employee will be returned to the core gang upon his or her return to work and any replacement core gang member may be removed from the core gang.

5. Foremen shall determine that core gang members are available for work at the time of the shape-up. If a core gang member is unavailable, the Foreman must fill the vacancy as provided under **(k). Hiring Rules.** Core gang employees are obligated to report to their core gang Foreman at the Hiring Center. After shaping-up, should any assigned core gang member, without acceptable excuse, (a) not report to the assigned Foreman when that gang is ordered for work, (b) refuse to work, or (c) shape-up in a different gang, the employee will not be eligible for hire for a period of seven (7) consecutive days and, upon recurrence of such conduct during any contract year, will not be eligible for hire for a period of fourteen (14) consecutive days and, upon recurrence of such conduct for a third time during any contract year, will not be eligible for hire for a period of twenty-one (21) consecutive days and may be dismissed from the core gang.

6. The Foreman shall be the point of initial contact for determining if the excuse is acceptable. If a third event occurs then a joint Union-Employer committee composed of two representatives of the Union and two representatives of the Employer will, by majority vote, decide if action less severe than dismissal from the gang should be taken.

7. During the shape-up at the Hiring Center/Hiring Hall, the Foreman shall indicate the job or jobs for which he is hiring.

8. Each applicant seeking to be hired by the gang Foreman shall be considered eligible for hire only if the applicant is not under the influence of drugs or alcohol (an applicant rejected for this reason shall be required to undergo a drug/alcohol test under the "Drug and Alcohol Policy" in this Agreement, is present for hire in the proper seniority section at the Hiring Center before the Foreman begins hiring, and holds in plain view the applicant's ILA 1410 Seniority/Classification Identification Card. At the Hiring Center, each Foreman will collect the ILA 1410 Seniority/Classification Identification Card of each employee hired on the Foreman's gang, and will provide the cards to the Union hiring delegate on duty. The Foreman shall retrieve and return the cards to employees when the gang's work is completed. Any employee who is otherwise eligible for hire and who does not have his or

her ILA 1410 Seniority/Classification Identification Card in his or her possession at the time of shape-up may be hired only if a Longshoreman's Temporary Identification slip is completed and issued.

9. The longshore worker offered employment must be physically qualified, and capable of efficiently performing the particular job for which hired.

10. All eligible longshore workers, present at the Hiring Center, who indicate a desire to be hired for openings on a gang, shall be offered employment in accordance with their seniority classification based on the seniority classification system set forth in this **Article**, provided they are physically present in their proper seniority section and are qualified to efficiently perform the job being filled.

11. No longshore worker with lower seniority shall be offered employment until all qualified available employees that maintain higher seniority, skill and ability for the job being offered have had an opportunity of employment.

12. Nothing herein contained shall limit the foreman's selection of employees for work in his or her gang, long as the foreman hires qualified employees within proper seniority classification based on the seniority classification system set forth in this **Article**, who have the skill and ability for the job hired.

13. No employees in any seniority classification will be allowed to "double" unless no other employees holding an ILA 1410 Seniority/ Classification Identification Card are available. The term "doubling" shall mean that the employee has already worked as a longshore worker four (4) or more hours in that work day. This rule against "doubling" shall not apply to continuation of work on a gang or to a core gang member whose gang is scheduled for work later in the workday or whose operating skills are needed later in the workday.

14. Gangs that are ordered to work at 6:00 p.m. and/or 12 midnight and whose shift ends at 7:00 a.m. will be permitted to

shape up from 12 noon and thereafter on the same day. With respect to a subsequent call back at 7:00 a.m., employees that work until 10:00 a.m. will be permitted to shape up at 2:00 p.m. and thereafter on the same day. However, employees who work past 10:00 a.m. will not be permitted to shape up until 5:00 p.m. on the same day.

15. A member of a core gang who went to work earlier in the day and whose gang is called for work later in the same day must notify their foreman and/or the hiring center at the time his/her gang is posted, if he/she will continue to work with the gang or check out to work with their core gang. If the employee work past midnight the night before, the employee will be allowed to shape up with the gang the employee is assigned in at the following shape up and is not required to go to the rehire section.

16. Any employee found to be “doubling” will be replaced by an individual under these Hiring Rules based on seniority, skill and ability, and that individual will be subject to disciplinary action.

17. Foremen shall not knowingly offer employment to any employee who already has shaped up on a gang already scheduled for work, or who is regularly assigned to a gang scheduled for work at that shape-up or a shape-up later in the same day. If any such violation is called to the foreman attention by the Union representative, the foreman shall immediately adjust his hiring to comply with the rule.

18. In the event an employee or employees fail to show up for work after being shaped, in a gang, the gang may be started to work if the Employer determines it is safe to do so. The Union hiring delegate must be called for a replacement.

19. Any additional employee who shapes up at the Hiring Center and does not report for work will be considered in violation of the hiring rules and subject to discipline. A hearing on the alleged violation will be scheduled with the grievance committee as soon as practical. If it is determined that the violation occurred, the first offense will be a seven (7) day suspension, the second offense will be a fourteen (14) day suspension, and the third offense will

be a thirty (30) day suspension, such suspension will be declared ineligible for hire, and subject to **Article 5, "Disputes and Arbitration."**

20. The foreman must, before refusing to hire an employee, notify the Employer and the Employer will notify the Union in writing, with copy to the worker, within five (5) business days following the incident of the foreman's reason for declaring the worker ineligible for hire by the foreman. Any worker declared ineligible by a foreman is subject to **Article 5, "Disputes and Arbitration."**

21. A gang Foreman has the authority to release any member of the gang at any time for not satisfactorily performing the work, for interfering with the work of others, for reporting for work under the influence of alcohol or drugs, or who is not able to perform the assigned work safely. An individual released for reporting to work under the influence of drugs or alcohol shall be required to undergo a drug/alcohol test under the **"Drug and Alcohol Policy"** in this Agreement.

22. The Employer has the right to design and implement the training program for employees assigned as lift and (UTR) truck drivers. The Employer will abide by the requirements of OSHA in developing and implementing the training for employees assigned as lift and (UTR) truck drivers.

23. All "trained employees" must first present themselves for hire at the Hiring Center for those jobs they have been trained to perform before seeking to be hired for any other jobs. If directed by Employer or the Union, a "trained employee" first must report to a job he or she has been trained to perform, even if the trained employee shaped-up and was hired on another gang for a job that does not require the training possessed by the trained employee. If a trained employee refuses to accept a job he or she was trained to perform, the employee will be declared ineligible for hire for the remainder of that day with no guarantee time to apply, and any refusal is subject to further disciplinary action.

24. The parties may agree to amend these rules in writing, provided prior notice is given to the workforce before any changes in the rules become effective.

Re-Hire Category. Employees who have worked as a longshore worker four (4) or more hours in a work day is required to shape up in the rehire section for that day. Any employee who works past midnight must go to the rehire section to be eligible for hire for the 7:00 a.m., 8:00 a.m., or 10:00 a.m. starting time unless the gang to which the employee is assigned as a regular core gang member is posted for work and/or is shaping-up for the above starting times. Employees in the rehire section will be hired according to seniority classification, skill and ability. Any violation of this rule is subject to disciplinary action.

Alleged Violations of Hiring Rules. The Employer agrees to take disciplinary action against their foremen who are found, by the Grievance Committee, to be violating the hiring rules.

1. If a Foreman violates the hiring rules, or refuses to correct errors called to his attention by the Union's Hiring Delegate or the Employer's Representative, charges may be filed against that foreman by the parties calling for his/her suspension. When charges have been filed, that Foreman will not be allowed to carry a gang for another start until cleared to do so by the Grievance Committee.

2. The Grievance Committee shall meet as soon as practical after a charge has been filed to make a determination of the case. A Foreman found guilty by majority of the Grievance Committee of violation of the rules or refusing to correct hiring errors brought to his attention by a Union representative or Employer representative, shall be suspended from eligibility for any work on the waterfront for 15 days for a first offense, 30 days for a second offense, and will be disqualified from the foreman position for a third offense.

EMPLOYEE'S RESPONSIBILITIES TO BE HIRED

1. Employees must timely report to the proper seniority sections to be hired.
2. Employees must remain in the proper seniority sections while the Foreman is shaping-up in another seniority section.
3. Employees who shape-up in the wrong seniority section during the shape-up, will not be eligible for hire during that shape-up period and for the remainder of that day.
4. Employees must leave the seniority section area as soon as the Foreman has taken their ILA 1410 Seniority/Classification Identification Card and shall not interfere with the hiring process.
5. Employees who are needed to double back, due to a lack of qualified employees, must be in the re-hire section.

HIRING PROCEDURES

- a. If an employee is not in the proper Seniority/Classification section then that employee is not eligible to be hired.
- b. If an employee is late reporting to the proper seniority section, the employee is not eligible for hire by any Foreman who finished hiring in that seniority section nor will the employee be allowed to bump a lower seniority employee who has already been hired.
- c. All employees seeking employment and who qualified for the jobs being offered will be hired in the proper seniority section before any foreman begin to hire at the next seniority lever.
- d. Employees who are needed to double back due to a lack of qualified employees will be hired in the rehire section after the qualified employees in the Star classification through the registered casual's classification have been first offered employment.

TERMS OF CONTRACT.

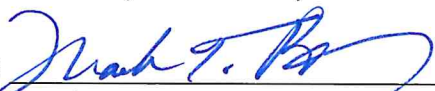
This contract is in effect from April 27, 2020 and will remain in effect until September 30, 2024.

In Witness Whereof, the parties have executed this Agreement on the dates shown below.

APM Terminals Mobile, LLC

**International Longshoremen's
Association, AFL-CIO, Local 1410**

By: 
Brian Harold
As its Director

By: 
Mark F. Bass
As its President

Date: 4-27-20

Date: 4/27/2020