

# **WORKING AGREEMENT**

**LONGSHORE**

**for the  
Port of Mobile**

**CSA EQUIPMENT COMPANY LLC**

*and*

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, A.F.L. - C.I.O.  
LOCAL NO. 1410**

June 8, 2015 - September 30, 2018

## WORKING AGREEMENT

**PREAMBLE.** Agreement ("Agreement") between CSA Equipment Company, LLC ("Employer") and Local 1410 of the International Longshoremen's Association, AFL-CIO ("Union"), covering the wages, hours and terms and conditions of employment of Employer's employees performing longshore work at the Port of Mobile, Alabama.

**1. RECOGNITION.** The Union warrants and represents that the longshoremen performing longshore work for Employer at the Port of Mobile have designated the Union as their collective bargaining representative. On the basis of such warranty and representation, Employer has recognized the Union as the collective bargaining representative for longshoremen at the Port of Mobile.

**2. PURPOSE OF AGREEMENT.** 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 further to the fullest extent possible the economy and efficiency of operations, the enhancement of Employer's competitive position in the industry, the elimination of waste and the realization of maximum quantity and quality of output, the safety of the employees, the protection of property, the avoidance of interruptions of operations, the prompt and fair disposition of grievances, and the promotion of the mutual interests of the Employer and its employees. The parties will cooperate fully and this Agreement shall be construed to secure the advancement and achievement of these purposes.

**3. SCOPE OF AGREEMENT.** For the purpose of this Agreement, the boundaries of the Port of Mobile shall be deemed to extend from the point where the CSX Bridge crosses the Mobile and Tensaw River at Hurricane, Alabama, to the Gulf of Mexico. These boundaries include the Theodore Industrial Channel, the Port of Chickasaw, the west and east banks of the Mobile River and Choctaw Point. This Agreement covers *longshore work* Employer is engaged to perform in the Port of Mobile.

*Longshore work* shall consist of: loading and unloading of sea-going vessels and sea-going barges; securing of cargo and fitting ships to load cargo of any kind; handling ship lines; driving tractors and lift machines; trucking general cargo to or from ship to place of rest; loading ship stores and ship

equipment, except where loaded by ship's crew; simple cleaning of cargo space and preparing for cargo (sometimes referred to as "*covered work*" or "*longshore work*").

Employer agrees that neither supervisory personnel nor any other employee other than the Union's bargaining unit employees shall perform bargaining unit work under the Scope of this Agreement. Provided, however, that this provision shall not prohibit supervisors or management from performing tasks during emergency situations that are demonstrably necessary to ensure safe and efficient performance of a particular job.

This Agreement shall apply to longshore work that Employer has been engaged to perform in the Port of Mobile.

**Outside Rental Equipment.** Special equipment such as floating derricks, cranes, locomotive cranes, dump trucks, pumps etc., which are rented or leased from the owner of such equipment may be operated by employees of the equipment owners with no discrimination toward these operators by the Union. *Provided*, under no circumstances will this paragraph be used to create any new practices with regard to the operation of equipment traditionally operated by longshore employees represented by the Union, such as forklifts, bulldozers, trucks and pull machines.

**Use of Employer's Equipment by Others.** The Employer recognizes that the International Longshoremen's Association, its districts and local unions, wish to preserve employment for their bargaining units and maintain work standards for Union members and, recognizing these as mutually desirable goals, Employer agrees that the Employer will not lease, rent, or loan any equipment to stevedoring entities and stevedoring-related entities whose wages and economic benefits are not commensurate with the prevailing wages and economic benefits established by ILA Local Unions in the geographic area. This clause should not be read to require any specific allocation of money to specific benefits, but rather to require an overall economic package at least equivalent to the prevailing economic package.

**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 any work with the Employer 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 by Employer 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.

**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 one business day deliver to the Employer* a written request for an expedited Grievance Committee hearing under **Step 1A**. If the Union timely delivers such a request, the hearing before the Grievance Committee shall be held within three 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 the *Appendix*.

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 & 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** or **Step 1A**. 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 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 without pay to appear as witnesses upon request by either party. 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.

6. **CHECK OFF.** Employer agrees to a check-off of Union dues or service charges 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 check-off 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 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.

## 7. SENIORITY AND HIRING PROCEDURES.

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 1<sup>st</sup> through September 30<sup>th</sup>.

(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 30<sup>th</sup> 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 Re-Employment Rights Act* (“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 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 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 28** on "**Injured Employees.**"

**(e). Master Seniority List.** A Master Seniority List shall be maintained that includes all longshoremen 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 a collective bargaining agreement between the Union and an employer 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 7(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 30<sup>th</sup> 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. Employer 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 requirements 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 300 or more hours in each of the two (2) preceding contract years or at least 600 hours during the preceding 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 classification or 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.

(h). **Core Gangs/Core Gang Foremen.** Employer will select a core gang Foreman for each core gang to direct and supervise the work of the core gang under the terms of this Agreement. A core gang Foreman may select an assistant Foreman with the approval of Employer's Superintendent. If a core gang Foreman and the assistant Foreman are absent, Employer's Superintendent may appoint a temporary substitute Foreman. If a core gang Foreman is a member of the Union, the core gang Foreman will not be penalized by the Union for performing his or her duties as a Foreman. Employer will notify the Union of any open core gang Foreman positions and, upon request, will consult with the Union before selecting a new core gang Foreman; *provided* Employer has the sole discretion to select core gang Foremen.

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

- (i). Make loans to employees;
- (ii). Receive money or anything of value in exchange for affording any individual a preference in hiring or any other term or condition of employment;
- (iii). Curse or abuse employees on the Foreman's gang;
- (iv). 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.

(v). Perform bargaining unit work, except as provided under this Agreement.

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 do not have access to the Grievance Procedure under “**Disputes and Arbitration**” in **Article 5**. *Provided*, Foremen are subject to discipline under this Agreement for committing offenses applicable to all longshoremen covered under the Agreement, even if the individual is working as a Foreman when the offense is committed. For discipline imposed for these offenses, the Foremen would have access to the grievance procedure under **Article 5**.

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.

(i). **Hiring Rules.** Each employee shall be issued a Waterfront Identification Card, which shall include the employee’s full name, a recent photograph, a badge number, and a seniority classification.

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.

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, unless no “GB” seniority classification or higher accepts the position. Existing core gang

members already assigned to core gang positions prior to November 30, 2011 are not subject to this clause.

The gang Foreman may assign core gang members to job 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.

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

Winchmen/Crane operators: (1) per gang  
Drivers: (2) per gang.  
Outside hook jobs: (1) per gang.  
Hold jobs: (1) per gang.

The foregoing number of designated positions and the number of employees designated in each position may be changed by 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. If an employee withdraws from the gang without the consent of Employer, that employee may be declared ineligible for selection as a core gang member.

(1). 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. 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.

(2). 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, in accord with the hiring process under **Article 7(i)(4)** below, hire the additional employee(s) as provided under this paragraph 7(i) based on seniority, skill and ability. For the purpose of hiring additional employee(s), "seniority" for individuals within seniority classification groups G\*, GA and GB shall be by specific identifying number as reflected on the Master Seniority List. "Seniority" for all other seniority classifications on the Master Seniority List shall be by seniority group classification.

The core gang Foreman may assign the core gang members to job positions in a core gang based on seniority, skill and ability. Higher seniority employees hired as additional workers on the gang cannot take the assigned job of a core gang member based on seniority.

Under normal conditions, all employees shall be selected at the Hiring Center one hour prior to the time they are scheduled to work. All employees should first be sought from the Hiring Center, but if a sufficient number of employees are not available from the Hiring Center, employees may be hired from any source.

(3). 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 this paragraph 7(i). Core gang employees are obligated to report to their core gang Foreman at the Hiring Center, *except* core gang members who contact their Foreman in advance to confirm availability for work may report directly to their assigned work station. 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. The core gang Foreman shall be the point of initial contact for determining if an excuse is acceptable. A decision to dismiss an individual from a core gang shall be subject to Article 5, "Disputes and Arbitration."

(4). **Conduct of the Hiring Process at the Hiring Center.** Within sixty (60) days after the execution of this Agreement, a Union official will participate in the conduct of the hiring at the Hiring Center as follows:

- (a). At the time of hiring, a Union official will announce the start of hiring and call for order in the Hiring Center;
- (b). The Union official will announce all orders for gangs for that hiring period;
- (c). The Foreman, in the order of the posting established by the Employer, will shape their gangs and will notify the Union official of any job openings in the gang;
- (d). The Union official will announce the job classification and the number of the jobs that the Foreman needs to fill;
- (e). The Foreman will hire employees to fill the positions based on seniority, skill and ability, in accordance with the terms of this Agreement;
- (f). Only one Foreman will be allowed in a seniority classification at a time;
- (g). The process will continue until all jobs are filled;

(h). The entire process will be observed by a representative of the Hiring Center and an Employer representative.

(5). 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 Program" in the Appendix to 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 Waterfront Identification Card or an ILA Membership Card. At the Hiring Center, each Foreman will collect the Waterfront Identification Card or ILA Membership Card of each employee hired on the Foreman's gang, and will provide the cards to the Union official or to the Hiring Center personnel 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 Waterfront Identification Card or ILA Membership 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 by Hiring Center personnel.

(6). Eligible applicants offered employment must possess the skill to perform and must be capable of efficiently performing the particular job for which the individual is hired.

(7). All eligible applicants present at the Hiring Center who seek to be hired for openings on a gang shall be considered for employment based on seniority, skill and ability.

(8). No eligible applicant with a lower seniority classification shall be offered employment until all available eligible applicants with a higher seniority classification and with the skill and ability to perform the job has had the opportunity to be hired.

(9). Nothing under this paragraph 7(i) shall limit the core gang Foreman's selection of employees for work on the Foreman's gang provided the Foreman hires qualified employees based on seniority, skill and ability for the job.

(10). No employee in any seniority classification will be allowed to “double” unless no other employee holding a Waterfront Identification Card is available. The term “doubling” shall mean that an 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.

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.

Any employee found to be “doubling” will be replaced by an individual under these *Hiring Rules* under this Agreement based on seniority, skill and ability.

(11). Foremen shall not knowingly offer employment to any employee who already has shaped up on a gang scheduled for work. As provided under **Article 7(j)** below, the Union official will verbally notify the Foreman and Hiring Center personnel of any alleged violation of this rule during the hiring process and will attempt to resolve any dispute with the Foreman. If the Foreman agrees a violation has occurred, the Foreman shall immediately adjust the Foreman’s hiring to comply with this rule. If the dispute is not resolved, the dispute shall be resolved under **Article 7(j)** below. In no event will the hiring process be stopped or delayed.

(12). In the event one or more employees fail to show up for work after being shaped-up in a gang, the Superintendent shall determine whether the gang can safely and effectively start work before a replacement or replacements can be secured and may direct the Foreman to perform bargaining unit work to ensure safe and efficient performance of a particular job. Replacements should first be sought

from the Hiring Center when the Hiring Center is open and a MSSA representative is present. If the Hiring Center is closed, the “*call-back list*” should be utilized to hire replacements. A Foreman who needs a replacement shall notify the Union official who shall promptly seek a replacement from the call back list. If no replacements with the required skill and ability are readily available from the call-back list, replacements may be hired from any source. The *call back list* will consist of the names of those who were properly shaped-up for hire during the hiring process at the Hiring Center and were not hired. These individuals will sign the list and provide a contact number. A copy of the list will be given to the Employer’s representative and to the Union official.

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 will be subject to discipline. If it is determined by Employer that a violation occurred, the discipline for 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 from employment for Employer, subject to Article 5, “Disputes and Arbitration.”

(13). 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 Program” in the *Appendix* to this Agreement.

(14). The Employer shall select employees, as needed, to be trained as winchmen/crane operators based on seniority, skill and ability, and will develop and implement the training program for winchmen/crane operators. It shall be the responsibility of the Employer to train such employees as winchmen/crane operators. All winchmen/crane operators will be required to successfully complete a medical evaluation, an eye test and a drug and alcohol test annually to be eligible for hire. The expenses for these requirements shall be paid by the Employer. All expenses associated for the treatment of any health

and vision condition shall be paid by the Employee. Employer has the right to design and implement the training program for employees assigned as lift and truck drivers. The Employer will abide by the requirements of OSHA in developing and implementing the training for employees assigned as lift and truck drivers.

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.

(15). If a gang has its first call-out at 6:00 p.m. and is then released by the Employer at 8:00 p.m. under to the “Weather Clause,” and the gang is ordered back shipside at 1:00 a.m., any employee who promptly notifies the Foreman that he or she does not wish to return to work at 1:00 a.m. will not be penalized for the next morning starts.

(16). **Employee’s Responsibilities to be Hired.** To be eligible for hire at the Hiring Center, employees must fulfill the following responsibilities.

(a). Employees must timely report to the proper seniority sections at the Hiring Center before the hiring process begins. Employees who shape-up in the wrong seniority section during shape-up, or who do not shape-up in the proper seniority classification, will not be eligible for hire during that shape-up period and for the remainder of that day.

(b). Employees must remain in the proper seniority sections while the Foreman is shaping-up employees in another seniority section.

(c). Employees must leave the seniority section area as soon as the Foreman takes their Waterfront ID Cards or Union

Membership Cards and shall not interfere with the hiring process.

(d). Employees who are needed to double back due to a lack of qualified employees available for hire must report to the re-hire section.

(17). **Hiring Procedures.**

(a). If an employee is not in the proper seniority section during the hiring process, the 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 before the employee reported and that employee will not be allowed to bump a lower seniority employee who has already been hired.

(c). All employees who report to be hired in the proper seniority section and who possess the required skill and ability to perform the job will be hired in the proper seniority section before a Foreman begins to hire at the next seniority section.

(d). Employees who are needed to double back due to a lack of employees who possess the required skill and ability to perform the available jobs will be hired in the re-hire section after all other employees classified as a Registered Casual or above who possess the required skill and ability for the job have been offered employment first.

(18). **Re-Hire Category.** 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 shaping-up for the above starting times. Employees in the rehire section will be hired according to seniority classification, skill and ability.

If a core gang member works past midnight the night before, the core gang member will be allowed to shape up with the core gang to which

the employee is assigned as a core gang member at the following shape-up and such employee is not required to go to the re-hire section.

(j). **Alleged Violations of Hiring Rules.** A Union official will accompany the Foreman on the ramp during any shape-up and hiring process. If the Union official contends the Foreman has violated the "Hiring Rules," the Union official shall promptly advise the Foreman, and the Union official and the Foreman promptly shall confer in an effort to resolve the objection. If the objection is not resolved, the Union official shall immediately advise the Employer's General Superintendent or designated representative at the Hiring Center and the Hiring Center representative on duty of the alleged violation, but the hiring process and the work shall *not* be impeded or delayed. If the Union official fails to notify the Foreman and the Superintendent of the objection before the hiring process is completed and the job has commenced, the Union shall be deemed to have *waived* the alleged violation of the Hiring Rules. If the General Superintendent agrees with the Union official, the General Superintendent will instruct the Foreman accordingly. If the Union official timely notifies the General Superintendent and the General Superintendent concludes that the Foreman has not violated the Hiring Rules, the Union may file a grievance under the **Article 5, "Disputes and Arbitration,"** however, the hiring process will not be delayed or impeded.

(k). **Hiring Center Rules.** The following Hiring Center Rules shall apply to all employees who shape-up for hire at the Hiring Center.

(1). To be eligible for hire, all employees are required to shape-up in their designated seniority sections at the Hiring Center (when it is open), *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). Employees shall not report to the Hiring Center with firearms, knives or any other objects Employer reasonably would deem to be a weapon.

(6). Employees shall not deface or deliberately damage Hiring Center property, including any Employer-posted notices and bulletins.

(7). Employees shall cooperate with Employer’s gang Foremen and Superintendent (or designated representative), the Union official and with Hiring Center personnel at the Hiring Center. The Foreman, Superintendent, designated Employer representatives, the Union official and Hiring Center personnel shall deal with the employees in a professional manner.

(8). 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, Employer may declare the individual ineligible for hire by Employer for a minimum of fifteen (15) days *up to* permanent ineligibility for hire by Employer. The Union and all Foremen shall be notified 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.”**

**8. ORDERING GANGS.** When Employer orders gangs for work, the number of gangs, the number of employees required for each gang, and the gang Foremen's names will be officially posted on the main board located in the Hiring Center. All such orders also shall be included on a call-in recording on the Hiring Center telephone messaging system, which shall be for the convenience of employees but shall not be the official notice of Employer’s gang orders.



**Posting.** All orders for gangs will be posted as follows: Gangs ordered for 7:00 a.m., 8:00 a.m. and 10:00 a.m. will be posted by 7:00 p.m. the night before. Gangs ordered for 1:00 p.m. will be posted by 10:00 a.m. the same day. Gangs ordered for 6:00 p.m. and 8:00 p.m. will be posted by 3:00 p.m. the same day. The 8:00 p.m. start time shall apply only on the day the vessel initially arrives at the berth (the next day reverts to 6:00 p.m. start time). Gangs ordered for 12:00 midnight will be posted by 6:30 p.m. the same day. If available, Employer also will post the expected arrival dates for vessels.

**Cancellation.** Cancellation of gangs shall be posted 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. All cancellations shall be included on a call-in recording on the Hiring Center telephone messaging system, which shall be for the convenience of employees but shall not be the official notice of cancellation of gangs.

**9. STARTING TIMES FOR GANGS.** Gangs may be started at 7:00 a.m., 8:00 a.m., 10:00 a.m., 1:00 p.m., 6:00 p.m. and 8:00 p.m., *except for* bulk cargo, which may start at 7:00 p.m., and for bulk cargo and containers, which may start at 12:00 midnight. The 8:00 p.m. start time shall apply only on the day the vessel initially arrives at the berth (the next day reverts to 6:00 p.m. start time). On operations that depend on Alabama State Docks ("ASD") personnel being on duty, Employer may establish a starting time for employees that coincides with the ASD starting time to avoid idle time. Each member of the gang shall be at his or her assigned hatch or work station at the scheduled start time so work can begin on the actual start time. The start time and the knock-off (or meal) time will be established by the Superintendent on the job. Employees shall begin work at the scheduled start time and shall continue to work until the designated knock-off or meal time unless otherwise directed by the Foreman or the Superintendent.

After the initial order time, the Employer may cancel the gang or may set back the gang's starting time without penalty. If the Employer sets back the gang's starting time a second time, the **Guarantee** in **Article 10** shall apply.

The normal shifts for gang starting times are as follows:

- Gangs that start to work at 7:00 a.m. or 8:00 a.m. will not work more than ten (10) or nine (9) hours respectively, except for a three (3) hour call back period to finish the hatch or vessel.

- Gangs that start work at 10:00 a.m. will not work more than seven (7) hours, except for a three (3) hour call back period to finish the hatch or vessel.
- Gangs that start work at 1:00 p.m., 6:00 p.m. and 8:00 p.m. (8:00 p.m. start time applies only on day of initial arrival) will not work more than eleven (11) hours, except for a three (3) hour call back period to finish the hatch or vessel.

Employer will adhere to the foregoing work hour limits unless unforeseen circumstances arise. If the gang works more than three (3) hours during the call back period, the gang’s guarantee will be a total of five (5) hours pay for the call back period.

**10. GUARANTEE.** Except as provided in Article 11 (Weather Clause) below, employees reporting for work in *Traditional Work*, including Bulk and Grain, shall be guaranteed as follows:

<u>Start Time</u>	<u>Initial Call-out</u>	<u>Subsequent Call-backs</u>
7:00 a.m.	5	2
8:00 a.m.	4	2
10:00 a.m.*	2	4
1:00 p.m.	5	2
6:00 p.m.	6	2
8:00 p.m.	4	2
(Day of initial arrival only)		
12:00 midnight	6	2

\* Gangs with a start time of 10:00 a.m. will be guaranteed four (4) hours pay, *provided* the gang is not called-back after the meal break.

“**Lost Work**”/“**New Work**” (as defined in **Article 18**) shall be guaranteed four (4) hours on initial call-out and two (2) hours on subsequent call-backs. Guarantee time will be paid at the “**Lost Work/New Work**” basic wage rates paid for the last hour worked (excluding meal hours).

**No Guarantee.** A guarantee will not apply for any gang member who: (i) refuses to follow instructions of the Employer, including the orders of the gang Foremen, to do lashing, handle dunnage, or to perform any other work as directed by Employer; or (ii) stops work for any reason, except for a

reasonable refusal to perform an assigned task that poses a safety threat to the gang member or to others until the Employer determines whether the assigned task can be performed safely and instructs the gang members to perform the assigned task.

**11. WEATHER CLAUSE.** In the event employees are prevented from starting or continuing work by inclement weather, the employees shall be guaranteed a minimum of two (2) hours pay at the basic wage rate for the first two (2) hours of the delay and shall continue to be paid until released by Employer, *provided* the full gang is available at the job site when work can begin or resume. If the full gang is not available at the job site when work can begin or resume, the gang may be dismissed; *provided*, if the gang is ordered to begin or resume work while replacements are being hired, only those gang members not at the job site will forfeit the guarantee.

No gangs will be forced to work in rain except to cover hatches or barges; *provided*, gangs may work in light rain if the conditions are safe and the Employer provides adequate clean rain gear.

Employees working any vessel cargo that will not be adversely affected by light rain will work in light rain with rain gear furnished by the Employer. When work begins in light rain or continues after rain begins, the gang will have a four (4) hour guarantee period and Employer cannot apply the two-hour rule. "Continuing work" does not apply to covering hatches. This provision will not require employees to work in a downpour.

When fog or other severe weather conditions prevent the arrival of a vessel at the cargo berth and gangs have not been canceled, the gangs will be guaranteed two (2) hours for the first two (2) hours and, if not dismissed, will be paid running time thereafter until dismissed, *provided* the full gang is available at the job site when work can begin.

**12. BROKEN TIME.** All time under this Agreement shall be computed on a basis of full hours or one-half hours. In computing one-half hour periods, working time of ten (10) minutes or more shall be considered one-half hour. Working time of less than ten minutes shall not be considered in computing total time.

Should any member of a gang be late reporting on the job and work begins without the employee, that employee's pay and guarantee shall be adjusted

to account for the time not worked *if* the employee is allowed to begin work on the gang. The Foreman shall be allowed to perform bargaining unit work under these circumstances until the employee reports for work.

**13. MISCONDUCT ON THE JOB.** Employees may be disciplined, up to and including discharge and permanent ineligibility for hire by Employer, 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 by Employer for a *minimum* of thirty (30) days *up to and including* discharge and permanent ineligibility for hire by Employer.

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 ninety (90) days. A second offense will result in discipline up to and including discharge and permanent ineligibility for hire with Employer.

Any individual who uses another individual’s Waterfront Identification Card or Union Membership 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 with Employer.

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 by Employer.

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.

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

**15. GANG SIZE AND WORK ASSIGNMENTS.** The total number of employees on each gang and the employee skills and ability required for any work or operation will be determined by Employer after considering such factors as vessel configuration, gear and equipment used and cargo type/stow. There will be core gangs for vessel work consisting of a Company selected Foreman and a minimum of eight (8) longshoremen per gang. Except as expressly stated otherwise below, each gang ordered for work will consist of the number of employees, including core gang members, that Employee determines is required to achieve efficient general cargo operations.

In the event a gang finishes a hatch during the call out period, it may be moved to a different hatch for the remainder of the work period.

Core gangs will be rotated on a reasonable basis on: a vessel by vessel basis; a day by day basis; or a Traditional and “New Work”/“Lost Work” basis, as needed. The core gang’s work hours and type of work performed will be monitored on a quarterly basis by the Union and the Employer in an effort to provide reasonably equal work hour opportunities for core gangs.

Minimum gang sizes for traditional work will be established for certain commodities/cargoes according to the following:

**Hand-Stowed Cargo:** The gang will consist of a total of fifteen (15) employees. The assignments will be as follows:

- 1 Foremen
- 3 deckmen
- 1 driver

10 employees  
15 Total

**Unitized Cargo (machine stowed or hand landed):** The gang will consist of eleven (11) employees. The assignments will be as follows:

1 Foreman  
3 deckmen  
6 employees  
1 driver  
11 Total\*

\* When loading/unloading pass-on/pass-off barges, all of the foregoing employees may be assigned to drivers.

**Unitized Cargo (Automatic self-hook and/or self-release) (includes containers on multi-purpose vessels):** The gang will consist of eleven (11) employees. The assignments will be as follows:

1 Foreman  
3 deckmen  
6 employees  
1 driver  
11 Total

**Structural Steel:** The gang will consist of eleven (11) employees. The assignments will be as follows:

1 Foreman  
3 deckmen  
6 employees  
1 driver  
11 Total

**Slab Steel:** The gang will consist of nine (9) employees. The assignments will be as follows:

1 Foreman  
1 deckman  
6 employees

1 driver  
9 Total

**Coil Steel:** The gang will consist of eleven (11) employees. The assignments will be as follows:

1 Foreman  
3 deckmen  
6 employees  
1 driver  
11 Total

**Ro-Ro Vessel:** The gang size for unloading/loading Ro-Ro vessels carrying commodities handled in the traditional Ro-Ro manner (drive on or drive off and secure), such as rolling stock, vehicles, containers, etc, shall be governed by the Master Contract.

**Lashing:** When fully automated operations require lashing, additional employees will be added as needed to perform the lashing function.

**Line Handling:** No fewer than four (4) employees will be ordered for docking and undocking and six (6) for shifting. The guarantee for such operations shall be one (1) hour.

**Cranes and Derricks.** Notwithstanding the foregoing, when shore or floating cranes or derricks, rather than ship's gear, are used in handling other than bulk cargo, the number of deckmen assigned to each such gang shall be one (1) and the total minimum gang size shall be reduced accordingly.

**Traveling Cranes.** Notwithstanding the foregoing, the number of deckmen in gangs assigned to work on vessels using traveling cranes shall be two (2) and the total minimum gang size shall be reduced accordingly.

**New Operations.** In the event the Employer initiates any new operation not described above, the Employer will notify the Union in advance of its intention to do so and will meet and confer with the Union for the purpose of reaching an agreement concerning the number of employees to be assigned to such operation and the Union shall cooperate with Employer in a joint effort to improve efficiency and economy of operations in the Port and to attract new business.

**Bulk Operations:** When loading bulk cargo into vessels through the ship loader at the bulk plants the number of employees will be one (1) working Foreman who will be paid at the basic wage rate for break-bulk multi-purpose cargo as stated in Article 18.

When a hatch or hatches work through the meal hour each of the men working in said hatch or hatches shall work through said meal hour and shall not be replaced by any other employees.

Should the bulk cargo be wet or in a small quantity of water, Employer shall furnish clean boots for the men to wear.

Unless otherwise specified in this Agreement, the number of employees in a gang handling bulk cargo shall be at the discretion of the Employer and, in any case, any employees hired may be moved from hatch to hatch on a vessel as directed by Employer. When the prescribed minimum times have been fulfilled, the employees and/or gang can be dismissed.

Subject to this Article, all functions associated with the loading or discharging of bulk in and out of a vessel handling bulk cargo shall be the jurisdiction of ILA Local 1410, except the crane operator and the flagman when the crane being used is not a ship board crane. In cases when a ship board crane is being used, the crane operator and the flagman will be hired in accordance with this Agreement. Specifically, job functions to be performed by employees represented by Local 1410 include the *working* Foreman, pay loader operator (who may be the working Foreman), and the cleaning men (workers cleaning the deck of cargo spilled during the operation and cleaning the pockets in the ship hole near the completion of the vessel).

**Liquid:** Number of employees will be negotiated by the parties when a liquid gang is needed.

**Grain Elevator:** One (1) working Foreman and the number of employees as needed.

**Direct Transfers.** When cargo is being transferred to or from vessel from or to barges, outside drivers may be eliminated from the foregoing gang sizes.



There will be a general purpose utility employee hired in a gang and that employee will assist all gangs working the vessel. The utility employee will work as instructed on the vessel, dock or warehouse; *provided*, the utility employee is not required to work in the vessel, barge or warehouse handling cargo.

**Assistance.** The Foreman on any gang shall not be prevented from assisting his gang members or from acting on their behalf during relief periods.

**Assignments.** During work periods, gangs may be assigned and reassigned to any job or operation on the vessel. Additionally, gangs may be shifted from pier to pier to continue work. At the end of any guarantee period, "extra employees" hired may be released.

The minimum manning for stuffing and stripping as stated in the Master Contract is one (1) longshoreman and one (1) clerk. When three (3) or more employees represented by the Union are hired for stripping and stuffing, a Foreman will be employed.

**16. WORK DAY AND WORK WEEK.** The payroll work week will commence at 7:00 a.m. on Monday and end at 7:00 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 6, 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.

**17. MEAL HOURS.** Meal hours for all operations, *except* bulk operations will be as follows:

- 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.
- 12:00 midnight to 1:00 a.m.

When employees are required to work during the meal hour, they will be paid double the straight time basic wage rate until they have finished the shift or stopped for the meal hour. No gang will be required to work more than six (6) consecutive hours without stopping for a meal hour, except through the midnight and breakfast meal hours when one hour or less will finish the hatch or vessel. If the gang works any part of any meal hour, the gang shall be paid for the full meal hour.

**Meal Hour Flex Time.** A meal hour (60 minutes) may be taken on the half hour or full hour, one (1) hour before to one (1) hour after the designated meal hours. This meal hour “flex time” is only applicable when a gang is to be ordered back to work after the meal hour and requires prior notice to the Union prior to the meal hour starting time. Meal hour flex time will not be applied to the 12:00 noon meal hour for a gang with a 10:00 a.m. start.

When a bulk or grain facility can operate on a continuous basis, the Employer in its discretion may order employees to maintain the operation through the meal hour. If requested to do so, the employees will be paid double the basic straight time wage rate for work performed during the meal hour and will revert back to the wage rate for the hour immediately preceding the meal hour for work after the meal hour. Meal hour will not count toward applicable guarantee.

Gangs starting to work at 6:00 p.m. shall not be entitled to the 6:00 - 7:00 p.m. meal hour pay rate and gangs starting to work at midnight shall not be entitled to the 12:00 p.m. - 1:00 a.m. meal hour pay rate.

**18. WAGES.** The basic straight time wage rate per hour for Traditional longshore work shall be as follows:

	Containers Automated	Breakbulk RoRo	Breakbulk Multipurpose	Bulk
<i>Execution Date -9/30/15</i>	Master	Master	\$ 23.00	\$ 23.00
10/1/15-9/30/16	Master	Master	\$ 23.00	\$ 23.00
10/1/16-9/30/18	Master	Master	\$ 23.50	\$ 23.50

The basic straight time wage rates per hour for **Breakbulk Multipurpose** and for **Bulk** shall include the following differentials:

**Foreman:** Additional \$3.00, which may be increased in the sole discretion of the Employer.

**Crane Operators:** Additional \$2.00.

**Drivers:** Additional \$.50 (50¢).

The Container Automated wage rates are based on the *Master Contract*.

The rate specified for Breakbulk cargo shall be applicable to loading/unloading and stuffing/stripping of containers that belong to carriers *not* subscribers to the *Master Contract*.

The rate specified under the *Master Contract* shall be applicable to loading/unloading and stuffing/stripping of containers that belong to carriers that are subscribers to the *Master Contract*.

The basic straight time wage rate per hour for “**New Work**”/“**Lost Work**” shall be as follows:

	Gang Foreman	Crane Operators	Drivers	All Others
<i>Execution Date -9/30/18</i>	\$17.50	\$15.00	\$ 15.00	\$ 15.00

“**New Work**”/“**Lost Work**” is covered longshore work for which Employer is competing against non-union stevedoring companies in the Port of Mobile. “**New Work**” is covered work Employer has not previously been engaged to perform in the Port of Mobile. “**Lost Work**” is covered work Employer previously was engaged to perform in the Port of Mobile, but is not currently engaged to perform. Employer will notify the Union that the Employer is bidding on work as “New Work/Lost Work,” if practicable, but is not obligated to negotiate with the Union on the decision to bid on or accept the “New Work/Lost Work.” Upon written request by either party, this provision may be reopened for negotiation six (6) months after the execution of this Agreement.

## 19. OVERTIME:

(a). **General Cargo.** Employees working in general cargo operations shall be paid an overtime premium of time and one-half (1½) the basic rate for all of the following:

- (i). For all work performed from 6:00 p.m. until 7:00 a.m. Monday through Friday.
- (ii). For all work performed on weekends.
- (iii). For all work performed on “Working Holidays” recognized under this Agreement.
- (iv). For all hours worked in excess of forty (40) hours worked for Employer in a seven (7) day work week. Only hours actually worked shall be counted.

All work performed on “No Work Holidays” designated under this Agreement shall be paid at double the straight time basic rate. *Provided* Employees represented by the Union shall not be required to perform any work on No Work Holidays, *except* for cruise ship operations, vessel in distress or military operations.

(b). **Automated Cargo.** Employees working in automated cargo operations shall be paid overtime as per the Master Contract.

(c). **Bulk.** All employees working in bulk and grain operations shall be paid one and one-half (1 1/2) times their basic rate for the following work:

- (i). For all work performed in excess of forty (40) hours worked for Employer during the seven (7) day work week. Only hours actually worked will be counted.
- (ii). For all work performed on Working Holidays recognized under this Agreement.
- (iii). For all work performed before 7:00 a.m. and after 6:00 p.m.

**20. FRINGE BENEFIT CONTRIBUTIONS.**

**(a)(1).Traditional Work Fringe Benefit Contributions.** Except for “New Work”/“Lost Work” covered under subparagraph (a)(2) below, Employer will contribute the following amounts for each hour worked under this Agreement (including each hour worked by core gang Foremen) for the purpose of providing fringe benefits to eligible employees.

	<u>Containers</u> <u>Automated</u>	<u>Breakbulk</u> <u>RoRo</u>	<u>Breakbulk</u> <u>Multipurpose</u>	<u>Bulk</u>
<i>Execution Date -9/30/18</i>	Master	Master	\$ 13.865	\$ 8.115

**(a)(2).Fringe Benefit Allocation for Traditional Work.** Of the total fringe benefit contributions stated above for **Traditional Work**, the following amounts shall be allocated to the MSSA/ILA Pension Plan:

	<u>Containers</u> <u>Automated</u>	<u>Breakbulk</u> <u>Ro-Ro</u>	<u>Breakbulk</u> <u>Multipurpose</u>	<u>Bulk</u>
<i>Execution Date -9/30/18</i>	Master	Master	\$6.155	\$3.405

Of the total contributions stated above for Traditional Work, \$1.50 shall be allocated to the MSSA/ILA Vacation Plan. The remaining amount of the total contribution for Traditional Work shall be allocated between the MSSA/ILA Welfare Plan and the Vacation Plan by the Trustees of the MSSA/ILA Welfare and Vacation Plans. This allocation shall be at the discretion of the MSSA/ILA Welfare and Vacation Plans Trustees.

**(b)(1).Contributions for “New Work”/“Lost Work”.** Employer will contribute \$3.40 for each hour worked under this Agreement for “New Work”/“Lost Work” (including each hour worked by gang Foremen) for the purpose of providing fringe benefits to eligible employees.

**(b)(2). Fringe Benefit Allocation for “New Work”/“Lost Work.”** Of the total contribution stated above for “New Work” /“Lost Work,” \$1.15 shall be allocated to the MSSA/ILA Pension

Plan during the term of this Agreement, and \$1.25 of the total contribution shall be allocated to the MSSA/ILA Vacation Plan during the term of this Agreement. The remaining amount of the total contribution for “New Work”/“Lost Work” shall be allocated between the MSSA/ILA Welfare Plan and Vacation Plan by the Trustees of such Plans. This allocation shall be at the discretion of the Trustees of the MSSA/ILA Vacation and Welfare Plans.

(c). Deleted.

(d). **Welfare Plan.** 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.

(e). The MSSA/ILA Pension Plan will be amended by the Trustees of the Pension Plan to conform to the provisions of this Article 20.

**21. CONTAINER.** The terms and conditions under the Master Contract between United States Maritime Alliance Ltd. and the International Longshoremen’s Association, AFL-CIO shall govern the loading and unloading of all containers from Container Vessels and the stuffing and stripping of containers for such vessels. Except as specifically provided otherwise in this Agreement, the terms and conditions of the Master Contract shall control covered work under the Master Contract.

Container Royalty payments shall be continued as required under the Master Contract.

**22. SAFETY.** All work will be performed in accordance with all applicable safety and health standards established by the Occupational Safety and Health Administration (“OSHA”) and other state and federal authorities. All employees are required to comply with such standards and with safety rules established by Employer. All employees are required to wear hard hats and leather steel toe protective footwear or other approved safety shoes on the job and are required to use seatbelts in operating any equipment or vehicles equipped with seat belts. Any employee who reports for work without required safety gear or attire or who fails to use a seatbelt

shall be released from the job with no guarantee applying.

Unless authorized by Employer's Superintendent in charge, the use of cell phones and any other kind of verbal or text communications devices, audio devices and video or photographic devices (*for convenience only referred to collectively as "PEDs"*) and the use of any kind of listening device (*e.g., a Bluetooth earpiece*) are *strictly prohibited* on the jobsite *as follows*:

**Vessel Operations:** The use of PEDs are strictly prohibited when employees are actively involved in loading, unloading or performing other work on the vessel, including work being performed on the vessel in preparation for commencing work. The use of PEDs is strictly prohibited in the vessel hold, on deck or alongside the vessel during the operations described above.

During lunch breaks and at times when work on the vessel is not in progress, the use of PEDs is allowed *if* the employee is not in an area where work is being performed or in the line of vehicle or mobile equipment traffic.

**Mobile Equipment:** The use of PEDs is strictly prohibited while operating trucks (including lift trucks), tractors, pay loaders, cranes or any other mobile equipment. This includes the operation of mobile equipment to and from the lock-up. Employees are prohibited from using PEDs while located on a piece of mobile equipment unless the equipment is turned off and is parked in a non-work area not near a traffic lane.

**Warehouse:** The use of PEDs is strictly prohibited in or alongside the warehouses when work is being performed. When on break, an employee may use a PED in and alongside the warehouses if the employee is not in the line of traffic or in an area where work is being performed.

**Terminal:** Except as expressly provided above, the use of PEDs is strictly prohibited anywhere on terminal property where work is being performed.

**Listening Devices and Video/Photographic Devices:** The use of listening devices (*e.g., Bluetooth*) is strictly prohibited on the worksite at any time. The use of any electronic video or photographic devices or any camera to take videos or photographs on Alabama State Docks' property is prohibited without prior authorization by the Alabama Port Authority Police.

Violation of safety rules or regulations is just cause for discipline.

The Union and the Employer shall participate in and cooperate fully with an Accident Review Committee established for the purpose of the elimination of personnel injury and property damage on the job. The operating procedures of the Accident Review Committee are included in the *Accident Review Committee Agreement* in the *Appendix* to this Agreement, which shall be part of 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 workplace or to impose a duty of care on the Union.

### **23. HOLIDAYS.**

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

- New Year’s Day
- Easter Sunday
- Fourth of July
- Labor Day
- Christmas Eve Day
- Christmas Day
- New Year’s Eve from 12:00 Noon - 12:00 Midnight

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 straight time basic wage rate.

**Working Holidays.** Work on the following “Working holidays” will be paid at one and one-half (1-1/2) times the basic straight-time wage rate when work is performed on these days:

- New Year’s Eve (12:01 a.m. – 12:00 Noon)
- Martin Luther King’s Birthday Holiday
- Mardi Gras Day



Veteran's Day (same as ASD)  
Good Friday  
Thanksgiving Day

**24. GANG FOREMEN.** *Modified and moved to Article 7.*

**25. UNION REPRESENTATIVES AND OFFICIALS.** Only duly appointed and fully insured Union representatives who comply with Article 22 of this Agreement shall be permitted to enter a work site of the Employer for pursuit of legitimate Union duties, and for the purposes of investigating grievances and ascertaining whether this Agreement is being properly observed. The Union shall supply the Employer a list of names of all such duly authorized Union representatives. In investigating grievances and carrying out duties, such representatives shall not interfere in the Employer's operation or work of any kind or character and shall faithfully abide by the intent under the "No Strike Or Lockout" provision in Article 4 of this Agreement.

**26. DRINKING WATER.** Employer shall at all times furnish at its expense, sufficient clean ice water in sanitary containers and sanitary drinking cups or an installed water fountain.

**27. INTERFERENCES.** No one shall be permitted to interfere with the longshoremen working ships by giving orders to the employees, or attempting to knock off the employees from work except the gang Foreman.

It is understood that the ship Superintendent in charge under normal circumstances will give all orders to the gang Foreman and not directly to the employees.

No ship Superintendent will be allowed to curse or abuse the employees. The same is true of the employees in relation to the ship Superintendent.

A gang that is at work will not be interfered with by Union representatives or officials in case of a dispute. In such a case, the matter will be discussed with the ship Superintendent and the Union representative in a location as private as practical so as not to disrupt or interfere with the work of the employees. If the matter remains in dispute, either side may file a grievance under Article 5 ("Disputes and Arbitration").

## **28. INJURED EMPLOYEES.**

**(a.) 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.

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

**29. SEVERABILITY.** It is the intention of the parties that no part of this Agreement shall be in violation of any federal or state law. In the fulfillment of the terms of this Agreement, neither party will violate any federal or state law. If any provision of this Agreement is adjudged to be unlawful by a court of competent jurisdiction, such provision shall be void, but all other provisions of this Agreement shall continue in effect.

**30. EQUALITY.** Notwithstanding any other provisions in this Agreement, during the term of this Agreement, if the Union grants to any other employer or employer association a more favorable rate of pay or term

or condition of employment under any agreement, including any project or specialty agreement, related to the same or similar kinds of work covered under this Agreement in the Port of Mobile than any rate of pay or term or condition of employment under this Agreement, such favorable rate of pay or term or condition of employment shall, at the option of the Employer, immediately become a part of this Agreement and shall immediately become effective for all work performed under this Agreement.

**31. COMPETITION.** The parties agree that they will enter into negotiations at any time during the term of this Agreement to negotiate any provision that may be necessary to meet competition and to retain or expand Employer's market share. The party requesting such negotiations shall provide a written request for negotiations under this Article and describe any requested changes or additions to this Agreement. On receipt of such notice, negotiations shall commence immediately. If no agreement is achieved, all terms and conditions of this Agreement shall remain unchanged.

**32. MANAGERIAL RIGHTS.** Except as provided in this Agreement or in any supplemental written agreement between the parties, all rights, powers and authority related to Employer's management and supervision of employees and Employer's management of its business under this Agreement are reserved by the Employer and remain exclusively and without limitation the management rights of Employer. Management rights include, *but are not limited to*, the rights to: direct and supervise employees; establish standards of performance; promote or demote employees; lay-off and recall employees; discharge or otherwise discipline employees for just cause; and decide the nature of the equipment, machinery and work methods and processes used to perform covered work.

In the exercise of the management rights reserved to Employer under this Agreement, Employer will take no action that conflicts with or is prohibited by any other provision in this Agreement. A conflict between these management's rights and any other provision of this Agreement shall be resolved in favor of the applicability of the latter provision. Employer will not exercise any of its reserved rights of management in an arbitrary or capricious manner, or in a manner that unlawfully discriminates against employees or applicants for hire under this Agreement. Any action of management in the exercise of its enumerated rights that the Union claims is contrary to a provision of this Agreement shall be subject to the "Disputes and Arbitration" procedure under Article 5 of this Agreement.

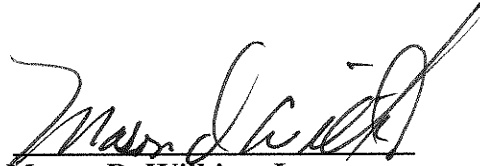
**33. MASTER CONTRACT.** The Master Contract between United States Maritime Alliance, LTD and the International Longshoremen's Association, AFL-CIO is a part of this Agreement. Master Contract is on file with the Employer and the Union.

**34. TERM OF AGREEMENT.** The term of this Agreement shall be from June 8, 2015 through September 30, 2018.

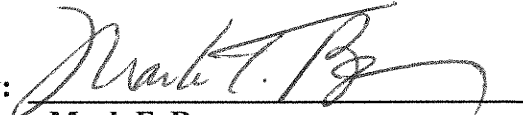
**CSA EQUIPMENT COMPANY, LLC**

**LOCAL 1410, INTERNATIONAL  
LONGSHOREMEN'S ASSOCIATION  
AFL/CIO**

By:

  
Mason D. Wilkins, Jr.  
As its President

By:

  
Mark F. Bass  
As its President

June 8, 2015  
Date

June 8, 2015  
Date

## EQUAL EMPLOYMENT OPPORTUNITY/ HARASSMENT POLICY.

CSA Equipment Company and the Union are committed to equal employment opportunity for all qualified persons in compliance with all applicable state and federal laws. CSA Equipment recognizes and appreciates each employee's work and believes that employees are entitled to be treated fairly and with respect.

CSA Equipment prohibits *discrimination* against any applicant for hire or employee (for convenience called "employee") because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, age (40 and over), genetic information, citizenship or military obligations. A disabled individual is qualified for a job if he or she meets the qualifications for the job and can perform the essential job duties of the job with or without reasonable accommodation and without posing a direct threat to the health or safety of the individual or to others. To the extent required by law, CSA Equipment will make reasonable accommodations to provide equal employment opportunities for disabled individuals, and the Union shall cooperate in such efforts.

"*Discrimination*" includes taking or knowingly permitting any adverse employment action with regard to any term or condition of employment (*for e.g.*, hiring, promotion, pay or benefits, discipline and discharge). CSA Equipment prohibits *retaliation* against any employee who reasonably and in good faith complains about prohibited unlawful discrimination or harassment, including asserting a complaint under the "**Complaint Procedure**" described below, and **retaliation** against any employee who participates in proceedings before any federal agency, including but not limited to the Equal Employment Opportunity Commission and the Occupational Safety and Health Administration. "*Retaliation*" includes taking or knowingly permitting any kind of materially adverse action against an employee.

CSA Equipment expects all foremen, superintendents and managers (for convenience called "supervisors") all employees to respect the professional dignity of fellow employees and to treat fellow employees in a courteous and professional manner. CSA Equipment will not tolerate any form of unlawful *harassment* of employees, including harassment by supervisors, employees, applicants for hire, customers, vendors, suppliers, Union officials and delegates, or any other person. Prohibited *harassment* includes any hostile, intimidating, threatening, offensive, insulting, demeaning, profane or vulgar words or conduct because of a person's sex, race, color, national origin, religion, age, citizenship or disability or because a person has complained about prohibited discrimination or harassment or has participated in proceedings before a federal agency. *Some examples* of prohibited harassment include:

- Remarks, gestures, jokes, slurs, pictures, e-mails (sending or forwarding), graffiti and symbols that are offensive, insulting or demeaning because of race, color, sex, national origin, religion, age, citizenship or disability. *Examples* of offensive symbols include swastikas, nooses and confederate flags.
- Supervisors' threatening, intimidating or insulting words or actions in dealing with employees under their supervision, particularly any derogatory comments about an individual or about an individual's job performance related to the employee's race, color, sex, national origin, religion, age, citizenship or disability.
- Any supervisor in any way discouraging an employee from using the “**Complaint Procedure**” (*described below*) to assert a discrimination, retaliation or harassment complaint under this Policy, including stating, implying or threatening that any adverse action of any kind will be taken or allowed against an employee who asserts a complaint under our *EEO/Harassment Policy*.

***Discrimination or retaliation against or harassment of our employees is prohibited and will result in disciplinary action, up to and including discharge and permanent ineligibility for hire by CSA Equipment.***

CSA Equipment maintains a professional workplace that is free from *sexual harassment*. Supervisors shall not threaten or insinuate that an employee's refusal to submit to sexual advances or any other form of sexual harassment will adversely affect the employee's hiring, continued employment, pay, benefits, working conditions, job opportunities or any other terms or conditions of employment. Similarly, supervisors shall not state or imply that submission to sexual advances or any other form of sexual harassment will in any way enhance an employee's employment opportunities, hours, pay, benefits or any other terms or conditions of employment. **No supervisor has any authority to take any adverse action against an employee, including but not limited to refusal to hire, discharge, demotion, disciplinary action or reducing the employee's work hours, benefits or pay, because the employee refuses to submit to unwelcome sexual advances or any other form of sexual harassment. Similarly, no supervisor has any authority to give an employee preferential treatment because the employee does submit to unwelcome sexual advances or any other form of sexual harassment.**

Any verbal or physical conduct of a sexual nature that could contribute to a hostile or offensive workplace for any employee, whether committed by a supervisor, an employee or any other person (including a customer, vendor, supplier) is prohibited. *Examples* of prohibited conduct include:

- Use of vulgar language;
- Unwelcome sexual flirtations, sexual advances or sexual propositions;
- Sexually-oriented or suggestive jokes or comments;
- Comments about a person's body or sex life;
- Sexually degrading words, including sexual slang, used to describe any person;
- Physical contact of a sexual nature, including unwelcome or inappropriate touching, pinching, patting, grabbing or hugging;
- The display in the work place of sexually oriented or suggestive pictures or objects;
- Sexually suggestive or vulgar graffiti, including words and drawings;
- A supervisor's comments threatening or in any way suggesting that an employee will suffer any kind of employment consequences, such as refusal to hire, demotion, discharge, suspension or denial of any employment benefit, if she/he does not agree to sexual demands or if she/he complains about offensive sexual behavior or any other form of harassment;
- Comments suggesting that an employee will receive favorable employment treatment in exchange for sexual favors;
- Use of e-mail or accessing intranet or internet websites in a manner that would violate this policy.

## **COMPLAINT PROCEDURE.**

Employees *must* promptly report any incident of prohibited harassment or any other violation of this *EEO/Harassment Policy* (including alleged discrimination, retaliation, or harassment) directly to the Employer's designated EEO Officer, the Administrative Manager of the Mobile Steamship Association ("MSSA") at (telephone 251-432-3626) **and** to the employee's Union representative.

All supervisors have a responsibility to prevent prohibited discrimination and harassment and to stop it if it occurs. However, to ensure that the Employer can promptly investigate and, if appropriate, take prompt and effective corrective action, **IT IS ESSENTIAL THAT THE EMPLOYEE PROMPTLY NOTIFY THE**

EEO OFFICER AND THE EMPLOYEE'S UNION REPRESENTATIVE. Reporting it to a supervisor, or to a Union representative without also reporting to the EEO Officer, is *not* sufficient.

If a complaint is against or otherwise involves the EEO Officer, or if for any other reason the employee does not believe the EEO Officer can fairly receive the complaint, the employee should report the complaint directly to CSA Equipment's Director, Labor Relations telephone: (251) 432-4460 ext. 2321; cell phone: (504) 390-6017) *and* to the employees' Union representative. If a complaint is against a Union representative because of the manner in which the Union representative performs the Union's duties as the employee's representative, the employee must *also* report the complaint directly to the President, South Atlantic and Gulf Coast District, International Longshoreman's Association: Phone: 281-461-8888.

All supervisors have a responsibility to enforce the *EEO/Harassment Policy*. This responsibility includes immediately stopping any harassment that is observed or reported, and reporting any violations directly to the EEO Officer or the Director, Labor Relations. Failure to do so will result in disciplinary action, which may include discharge.

The EEO Officer or a designated Employer representative will thoroughly investigate all complaints. The employee will be required to prepare a written report detailing the alleged harassment or any other violation of this Policy, and to sign the report. To the extent practicable, the investigation will be confidential with due regard for the sensitive nature of such complaints. If, after completing the investigation, the Employer determines that a complaint is valid, the Employer will take prompt and appropriate corrective action, including disciplinary action, against the person or persons engaging in such conduct. Depending upon the severity of the violation, appropriate discipline may be discharge and permanent disqualification from employment with the Employer in the Port of Mobile.

**If an employee files a grievance under the "Disputes and Arbitration" provision in Article 5 of the *Working Agreement* asserting a discrimination, retaliation or harassment complaint covered under this *EEO/Harassment Policy*, the complaint shall be immediately referred to the EEO Officer (or the Director, Labor Relations) and the grievance shall be addressed as a complaint under this "Complaint Procedure." The Employer and the Union shall defer further action on the grievance and the employee shall promptly be notified in writing of that action. If the employee asserts that the final action taken on the employee's complaint under the "Complaint Procedure" does not resolve the employee's complaint, the employee's complaint promptly**



**shall be heard by the Joint Grievance Committee and shall proceed as a grievance under the “Dispute and Arbitration” provision in Article 5. The Joint Grievance Committee shall be provided and may consider the results of the investigation of the employee’s complaint by the employer and the action taken thereon.**

The Employer and the Union encourage employees to come forward with any complaint alleging a violation of the *EEO/Harassment Policy* and assure employees that no adverse action will be taken or allowed against any employee who in good faith reports discriminatory retaliation, harassment or any other violation of this *EEO/Harassment Policy*.

## Accident Review Committee Agreement

Through collective bargaining, CSA Equipment Company, LLC (“CSA”) and ILA Locals 1410, 1459, 1985 and 1410-1 (at times referred to as the “Unions”) agree to establish an accident review committee for each ILA Local (“Local ARCs”), to promote the mutual interest of CSA and the Unions with regard to safety and accident prevention in the Port of Mobile. The mission of the accident review committees arises solely under and is defined by this Agreement. Neither the committees, the Unions nor CSA assume any independent duty of care or to provide a safe workplace to employees by virtue of participation in the Accident Review Committees. The Accident Review Committee shall be established and maintained as follows.

### **ILA LOCALS ACCIDENT REVIEW COMMITTEES.**

The Local ARC for each ILA Local shall consist of six members — three selected by CSA as the representatives of CSA and three selected by each ILA Local:

#### **CSA Members:**

- CSA’s Safety Director, who shall be the Chairman of each Local ARC; and
- Two members designated by CSA.

#### **Union Members:**

- President of ILA Local, who shall be the Co-Chairman of that Local’s Local ARC; and
- Two members designated by the ILA Local.

#### **(a) Objectives of the Local ARCs:**

- To promote safety and to prevent accidents that result in personal injury, death or property damage;
- To investigate accidents, including conducting interviews of employees, to determine the cause(s) of accidents, and to determine whether the accidents could have been prevented;
- To observe the work of employees and to evaluate whether the employees have sufficient training and skill to perform their work safely;
- To evaluate safety procedures designed to prevent accidents;
- To coordinate training required by governmental agencies and to recommend additional training the Local ARC deems necessary to improve safety; and

- To promote an orderly collective bargaining relationship between CSA and the particular ILA Local for the purpose of achieving safe operations for all covered work.

**(b) Functions and Responsibilities of Local ARCs:**

- To review information concerning employees' on-the-job accidents, injuries, illnesses or unsafe acts, and to review all information concerning unsafe or careless acts resulting in property damage.
- To investigate accidents and unsafe or careless acts, including requiring employee(s) who are involved in such incidents or who witnessed such incidents to appear before the committee to be interviewed.
- To determine the cause of an accident or unsafe act resulting in injury (including death), illness or property damage, and to determine what remedial action, if any, should be taken as provided in this Agreement.

**(c) Local ARC Procedures:**

- There shall be at least one meeting of each Local ARC each calendar quarter during the collective bargaining agreement contract year. Each Local ARC shall establish a meeting schedule. A special meeting of a Local ARC may be called by any member by notifying the Administrative Manager of the MSSA. The meeting shall be scheduled as promptly thereafter as practicable.
- Any member of a Local ARC may initiate action by making a motion proposing such action. The motion must be seconded before a vote can be taken on the motion. All motions will be decided by majority vote of the members of the Local ARC, and no member shall be permitted to abstain from voting on any motion. All members must be present before any motion can be voted upon. In the event of a tie vote, the Union Members (by unanimous agreement of the Union Members) or the CSA Members (by unanimous agreement of the CSA Members) may demand arbitration. To demand arbitration, the Union Members or the CSA Members must provide a written demand for arbitration within 24 hours from the time of the tie vote. If either request arbitration, the members of the Local ARC shall proceed with arbitration under the rules of arbitration established in the respective *Working Agreement* between CSA and each ILA Local Union.

**EMPLOYEES RESPONSIBILITIES.**

- Employees are required to comply with all safety rules and regulations implemented by CSA and shall perform their jobs safely.
- Employees shall comply with the directives of the Local ARC.

- Upon request, employees shall attend a meeting and be interviewed by the members of the Local ARC and shall provide all requested information.

If an employee is unable to attend the scheduled meeting with the Port ARC or a Local ARC, or refuses to provide requested information, the employee must notify the Administrative Manager of the MSSA (251-432-3626) at least 24 hours before the time of the scheduled meeting. An employee will be allowed to reschedule an appearance before an accident review committee one time without approval of committee members. Thereafter, the employee must give at least 48 hours prior notice to the Co-Chairman of the Local ARC or the Chairman of the Local ARC (whichever Local ARC committee the employee is scheduled to appear before), and the employee will not be excused except by a majority vote of committee members. (A tie vote shall not be sufficient to excuse an employee's attendance, and shall not be subject to arbitration (if it involves the Local ARC), or review by the Port ARC (if it involves the Local ARC)).

#### **REMEDIAL ACTION.**

The Local ARCs shall be authorized to take the following actions:

- Require employee(s) to attend one hour of safety training.
- Conduct tests or evaluations to determine employees' skills and qualifications to perform specific jobs, and to determine what additional training or other action is necessary, if any, including scheduling the employee for training and retesting or re-evaluating the employee to determine the skills and qualifications for the specific job after completion of training.
- Remove an employee from a specific job until such time as the accident review committee is satisfied the employee has the skill and qualifications to return to the specific job and to perform the job safely.
- Such other action as the accident review committee deems necessary or appropriate to ensure the safe performance of all jobs.

#### **Corrective Action.**

The Local ARCs shall be authorized to recommend the following actions and CSA shall impose such recommendations.

- If an employee fails to attend their scheduled meeting with the accident review committee without being excused by the committee, the employee shall not be eligible for hire by CSA until the employee appears before the committee. The committee shall make reasonable efforts to reschedule the meeting as soon as

practicable for an employee who is not eligible for hire due to an unexcused absence from an accident review committee meeting. Employees who are working a scheduled work shift for CSA will be excused from a scheduled accident review committee meeting.

- If, in the judgment of the accident review committee, an employee fails to comply with the recommendations of the accident review committee, the employee shall not be eligible for hire by CSA until the employee complies fully with the committee's recommendations.
- Employees who do not follow basic safety procedures, including the **Safety** provisions in the *Working Agreement* and those described below, will be ineligible for hire by CSA for 48 hours for the initial offense, and 72 hours for the second repeated offense and seven consecutive work days for the third repeated offense:

Wearing of safety shoes, hard hats, long leg pants, shirt, smoking in restricted areas, smoking around hazardous fumes are hazardous areas, speeding, driving/walking or standing under loads, not using handrails or safety lines where provided, not wearing ear plugs when instructed to, riding on lift machines as a passenger, leaving equipment with engine running unattended, parking equipment and not lowering attachment and setting the hand brake, draying of cargo forward when instructed to drive machine in reverse, not wearing safety glasses as instructed, operating power tools and not using supplied safety guards properly, not wearing protective gloves, swinging of loads over others heads, stepping on or off vessels other than approved gangway, walking on hatch comen, the improper or unsafe operation of equipment, overloading crane and lift equipment, turning equipment 90 degrees other than when engine is idling, being hoisted up by equipment other than in approved hoist basket, not wearing life jackets when instructed, walking on card board/paper without checking for void spaces underneath cardboard and paper, jumping from obstacles higher than 24 inches, not using safety harness when working on top of containers, driving equipment over obstacles higher than 1 inch, driving equipment over quantities of banding and wire materials, knowingly operating equipment smoking, steaming or without brakes; engaging in conduct that endangers the safety of the employee or others, or that creates a significant risk of property damage.

- If, by a majority vote, the accident review committee determines that an employee is not complying with the documented safety training he or she has received, that employee may be ineligible for hire for up to 90 consecutive days for the third offense.
- If, by a majority vote, the committee determines that an employee engaged in criminal conduct, or has committed an unsafe act that contributes to the injury or death of another person or to significant property damage, the employee may be ineligible for hire by CSA.

Action recommended by an accident review committee and imposed by CSA under this provision shall not be subject to arbitration under the applicable collective bargaining agreement.

Disciplinary action for violations of safety rules, regulations or procedures and engaging in unsafe or careless acts as provided in the *Local ARC Agreement* will be imposed by the Employer subject to the “**Disputes and Arbitration**” procedure under **Article 5**; *provided* if a worker is removed from operating equipment due to Employer’s determination the worker is not operating the equipment safely, the worker must seek review before the Local ARC and does *not* have access to the grievance procedure under **Article 5**.

**EFFECTIVE DATE.**

The Local Accident Review Committees shall be established and commence operation upon execution of this Agreement, and shall continue through the expiration date of the current collective bargaining agreements.

**CSA Equipment Company, LLC**



**Dan Wilkins**  
As its President

**ILA Local 1410**



**Mark Bass**  
As its President

**CSA EQUIPMENT COMPANY, LLC and INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION LOCAL UNIONS 1410, 1410-1, 1459 and 1985 DRUG AND ALCOHOL  
POLICY AND PROGRAM.**

**PURPOSE:** CSA Equipment Company, LLC (“Employer”) and ILA Local Unions 1410, 1410-1, 1459 and 1985 (“the Unions”) recognize that an employee's health affects his or her job performance, the kind of work he or she can perform, as well as an individual's opportunity for continued employment. The Parties also recognize that drug and alcohol abuse ranks 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 stay 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 work site with detectable levels of alcohol in the employee's system. A detectable and prohibited level of alcohol is deemed to be a BrAc of .04 or above. An employee who reports to the jobsite with a detectable level of alcohol in his or her system shall be released from work for the day with no guarantee applying and is subject to additional disciplinary action.

## **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 or her 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 new employees 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 drug test, *provided* the individual complies with all drug test procedures of the collection site and complies promptly 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:

Amphetamines	Methadone
Borbiusaim	Methaqualone
Benzodiazepine	Opiates
Cocaine	Phencyclidine
Coruiabinoids	Propoxyphene
Ethanol	Synthetic Drugs

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 Unions. The resolution of any disputes under the "Disputes and Arbitration" provisions in the various Collective Bargaining Agreements shall be binding on all parties.