

ILA LOCAL 953 AND FIRST MARINE CONTRACTORS, INC.
ADDENDUM AGREEMENT

This ILA Local 953 and First Marine Contractors, Inc. Addendum Agreement (“Addendum Agreement”) is made and entered into by and between International Longshoremen’s Association, AFL-CIO, Local 953 (“Local 953”), the Steamship Trade Association of Baltimore, Inc. (“the STA”) and its employer-member, First Marine Contractors, Inc. (“FMC”) (together, “the Parties”).

RECITALS

WHEREAS, there is in effect a Collective Bargaining Agreement between the STA, on behalf of its members, and the International Longshoremen’s Association, AFL-CIO, and its affiliated Local 953, known as the Checkers’ and Clerks’ Agreement; and,

WHEREAS, there is also in effect an addendum to the Checkers’ and Clerks’ Agreement between Local 953 and the STA on behalf of its member-employers entitled “Dundalk and Fairfield Marine Terminal Addendum Agreement” (“Dundalk/Fairfield Addendum”); and,

WHEREAS, the Dundalk/Fairfield Addendum requires FMC to employ a minimum of “one Checker to perform all ILA 953 jurisdiction, including stuff/strip checker(s) as needed, at FMC’s RoRo and breakbulk terminal operations at Ports Packaging at Shed 3 and surrounding lots” (“Ports Packaging Work”); and,

WHEREAS, FMC is performing work within Local 953’s exclusive jurisdiction, *in addition to* the Ports Packaging Work, including, but not limited to, Receiving and Delivering Checker work, Stuff/Strip Checker work, Billing Clerk work and Timekeeper work at Ports Packaging, Dundalk Marine Terminal’s ACL/Grimaldi Hill, and Seagirt Marine Terminal’s 1702 Maintenance Shops (all of FMC’s operations, including the Ports Packaging, ACL/Grimaldi Hill and 1702 Maintenance Shops work, will be referred to herein as “FMC Operations”); and,

WHEREAS, the aforesaid Parties desire to supplement the provisions of the Checkers’ and Clerks’ Agreement and Dundalk/Fairfield Addendum with respect to additional manning and other requirements at FMC’s Operations; and,

WHEREAS, except as specifically set forth herein, each and every provision of the Master Contract and the Checkers’ and Clerks’ Agreement in effect at the date of the signing hereof, including all addenda thereto, or which are entered into after the date of the signing hereof, shall be applicable to the employment of Local 953-represented labor at FMC’s Operations.

WHEREFORE, for good and valuable consideration, receipt of which is acknowledged by the Parties and in consideration of the above recitals, which are incorporated herein by reference, it is **AGREED**:

AGREEMENT

1. The provisions of this Addendum Agreement shall apply only to FMC's Operations.

2. In addition to the minimum of one Checker at Ports Packaging that is outlined in the 10/1/18 Dundalk/Fairfield Addendum Agreement, FMC will employ a minimum of one additional Checker to perform all ILA Local 953 jurisdiction at FMC Operations. The clerks employed at FMC Operations will work at the direction of the employer and the employer reserves the right to manage all job functions for these clerks, so long as Local 953's exclusive jurisdiction is maintained.

3. Additional employees may be employed at the discretion of FMC to service FMC Operations.

4. The minimum manning in this agreement is expected, at current volumes and conditions at FMC Operations, to satisfy the requirement that Local 953 jurisdiction, as outlined in the Checkers' and Clerks' Agreement, be performed exclusively by Local 953-represented employees. In the event volumes increase or decrease, the Parties hereto will negotiate with respect to additional addendum agreements to cover manning requirements for FMC Operations and if agreement is reached, said agreement will be set forth in additional addendum agreements.

5. This Addendum Agreement shall remain in effect for the duration of the aforesaid Collective Bargaining Agreement to which it is an addendum provided, however, that either party hereto may cancel the Addendum Agreement at any time prior to the termination date of the aforesaid Collective Bargaining Agreement by giving ninety (90) days written notice to the other party. Upon termination of this Addendum Agreement, both Parties agree to revert to the Checkers' and Clerks' Agreement between Local 953 and the Steamship Trade Association of Baltimore, Inc.

6. No provision within this Addendum Agreement may supersede any provisions contained within the USMX-ILA Master Contract.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this _____ day of _____ 2019.

Steamship Trade Association
Of Baltimore, Inc. on
Behalf of its Members

By: _____(seal)
President

First Marine Contractors

By: _____(seal)

International Longshoremen's
Association, AFL-CIO, Local 953

By: _____(seal)
Business Agent