

**STEAMSHIP TRADE ASSOCIATION OF BALTIMORE, INC.  
LOCAL CONTRACT PROPOSALS TO  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,  
AFL-CIO LOCAL 953**

The purpose of this document is to set forth changes to the "ILA and Local 953 Checkers' and Clerk's Agreement" All terms of the Checkers' and Clerks' Agreement are hereby extended and remain in full force and effect, except as modified herein: This document does not modify any terms and conditions of Addendum Agreements to the Checkers' and Clerks' Agreement. Modifications of Addendum Agreements will be set forth in other documents.

TERM OF AGREEMENT

The term of the Agreement shall be six years. The effective date of this Agreement shall be October 1, 2018 and it shall expire on September 30, 2024, consistent and in accordance with the new Master Contract signed between the United States Maritime Alliance (USMX) and the International Longshoremen's Association, AFL-CIO.

NON-MASTER CONTRACT MANNING/WAGES

- Wages - Increases in years 2, 4 and 5; Autos & Cruise \$1.00; Paper, \$.50; Breakbulk & Domino \$1.00 in years 4 & 6. ICTF \$1.00 in years 2 & 4
- Set Back: Set-Back/Cancellations Policy. Labor ordered at 07:00 or 08:00 may be set-back to 13:00 Monday, Tuesday and the day following a holiday. Current notification language is amended to two (2) hrs. prior to the setback, per the Master Contract Agreement.
- Ordering: Shiprunners and Chief Clerks must provide prior notification of all prior day orders, fill-ins, and replacement labor electronically (where feasible) to employers. Notifications of time off requests to the employer shall be a minimum of one (1) hour and fifteen (15) min prior to the start time.
- Thanksgiving shall be a no-work holiday except for completion of vessels.
- Direct deposit option shall be provided to employees within One Hundred Twenty (120) days of the signing of this Agreement. Timekeepers will assist in enrollment process.
- Labor Ordering time deadline is 3:00 p.m. Monday through Saturday.
- Break Break-bulk Operations - \$28.00 per hour wage, with all fringe benefit contributions excluding severance and annuity and with increases as set forth above.
- Any benefit paid under Maryland's Healthy Working Families Act shall be offset from the vacation benefit.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals  
this 30<sup>th</sup> day of September 2018.

By: Michael Ayala (seal)  
President  
The Steamship Trade  
Association of Baltimore, Inc.

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

By: John H. [Signature] (seal)

Business Agent  
Local 953

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

## SEAGIRT ADDENDUM AGREEMENT

**WHEREAS**, there is in effect a Collective Bargaining Agreement between the Steamship Trade Association of Baltimore, Inc., on behalf of its members, and the International Longshoremen's Association, AFL-CIO, and its affiliated Local 953; and

**WHEREAS**, the aforesaid parties desire to supplement the provisions of said Collective Bargaining Agreement with respect to manning and other requirements at the Seagirt Marine Terminal for Ports America Chesapeake, LLC. ("PAC"); 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, or which are entered into after the date of the signing hereof, shall be applicable to the Seagirt Marine Terminal (SMT).

**NOW THEREFORE**, in consideration of the above recitals, which are incorporated herein by reference, the parties AGREE as follows:

1. The provisions of this Seagirt Addendum Agreement ("Addendum Agreement") shall apply only to the following Steamship Lines and associated alliances (current alliances are The Alliance, The Ocean Alliance and 2M Alliance):

Atlantic Container Line  
Mediterranean Shipping Company  
Maersk/Sealand Lines  
Safmarine  
Evergreen  
Lloyd Tristino  
Hatsu Marine  
American President Lines  
C.M.A.  
CCNILine  
Columbus Line  
P&O Nedlloyd  
China Overseas Shipping/COSCOCS  
KLine  
Yang Ming Lines  
Hanjin Lines  
Hyundai Lines  
Mitsui Lines  
Zim Lines  
Hapag Lloyd  
Hamburg Sud  
NYK  
OOCL

United Arab  
Turkon  
Metro Chassis  
DCL Chassis  
ARRC  
Grimaldi  
National Shipping Co. of Saudi Arabia (Bahri)

2. In the event that any other Steamship Line utilizes SMT or any of the Steamship Lines above terminates utilizing SMT, or the volumes increase or decrease, the Parties hereto will negotiate with respect to additional Addendum Agreements to cover wages and manning and other requirements for those Steamship Lines, and if agreement is reached, said Agreement will be set forth in additional Addendum Agreements.

3. The manning set forth in this Addendum Agreement is only applicable to the regular work week and excludes, holidays, nights, weekends, and inclement weather events. Manning, shifts, and roles for holidays, nights, weekends, and inclement weather events shall be jointly agreed upon by Chief Clerk and Terminal Manager. If holidays, nights, and weekends are worked, the employee is entitled to overtime according to applicable guarantees.

4. One (1) Chief Clerk shall be employed to service all of the Steamship Lines set forth in paragraph 1 above.

5. The following additional complement of employees shall be employed to service all of the Steamship Lines set forth in paragraph 1 above.

Five (5) - Assistant Chief Clerks

Twelve (12) - Precheck/TIR Clerks including one (1) who gets paid as a Weigher.

NOTE: One of these Clerks will remain in the outbound lanes to perform Precheck/TIR duties and applicable guarantees will apply.

Five (5) - Utility Clerks shall be employed and will assist in the following clerical functions in joint agreement with the Chief Clerk: Assistant Chief Clerk, Precheck/TIR Clerk, Lot Location Clerk and Customer Service/Billing/US. Customs Coordinator Clerk.

NOTE: One of these Clerks will perform Precheck/TIR duties for the ICTF/CWP gate.

Six (6) - Customer Service/Billing/U.S. Customs/Drayage - These clerks can perform "Pre-Check/TIR Clerk" and customer service duties as directed by the employer, which includes, but is not limited to, measuring "out of gauge cargo" TIR containers at SMT destined to and arriving from DMT, ICTF, CWP Empty Depot processing hazmat paperwork, billing, demurrage, US Customs/USDA paperwork, and customer service duties. These Clerks shall process containers via remote camera at all gate complexes at SMT to include, but not

limited to the Seagirt Main Gate, Vail Street Gate, CWP Empty Depot Gate (together referred to herein as within the definition of "SMT"). This applies to checking containers and chassis drayed from SMT to DMT, ICTF, CWP, Empty Depot and from DMT, ICTF, CWP, Empty Depot to SMT.

NOTE: One (1) of the Customer Service/Billing/U.S. Customs/Drayage Clerks as part of their normal duties shall perform measuring of "out-of-gauge" cargoes, receiving and processing all hazmat paperwork from truck drivers.

One (1) - Agriculture Receive/Delivery Clerk - Process all Ag Activities. If Agriculture operations are discontinued, this employee will no longer be employed.

NOTE: The Pre-Check/TIR Checkers may not be assigned to the Domestic/Landbridge ICTF Gate without Local 953's approval.

One (1) - Mount/Ground Checker for each Mount/Ground operation, (see definition in Local Agreement, Article I. D. 4.)

Three (3) - Lot Location Clerks.

The Pre-Check/TIR Clerks shall all be assigned Pre-Check duties, which shall now include remote seal verification. Master Contract Flex Time pay shall apply.

Productivity Skill Incentive Pay - Pre-Check/TIR Clerks, (applies solely to twelve (12) Precheck/TIR Clerks only on the basis of seniority).

<u>Completed Gate Transactions</u>	<u>Pay</u>
0-2499	8 hours straight time hours
2500 and 2749	8 hours straight and one (1) overtime hour
2750-2999	8 hours straight and two (2) overtime hours
3000 and above	8 hours straight and three (3) overtime hours

The Employer reserves the right to withhold productivity pay if an individual clerk's productivity does not meet that individual's historical productivity based on similar historical data and shall do so upon notification of union leadership. All containers that are received and delivered into and out of the CWP Empty Container Depot will count toward these levels for purposes of incentive pay.

6. All Pre-check/TIR Clerks are to perform all gate activities at Seagirt Main Gate, Vail Street Gate, CWP Empty Depot Gate ("SMT") interchangeably with the use of the Next button. Clerks will accept rail and gate information electronically and via EDI.

7. Seal Verification Technology shall be utilized at the following gates-Seagirt Main Gate, Vail Street Gate, CWP Empty Depot Gate ("SMT"), including checking solely for the presence of a seal for export containers.

8. Additional employees may be employed at the discretion of the employer to service the Steamship Lines set forth in 1 above.

9. In addition to the normal day shift of 8:00 a.m. to 5:00 p.m., there shall be day shifts of 6:00 a.m. to 3:00 p.m., 7:00 a.m. to 4:00 p.m., and 9:00 a.m. to 6:00 p.m., Monday through Friday. For all hours worked, within the shifts set forth above, before 8:00 a.m. and after 5:00 p.m., the wage rate shall be one and one quarter times (1 ¼) the employee's straight time rate of pay, except for any hours worked in excess of eight (8), in which case the wage rate for those hours shall be one and one-half times (1 ½) the employee's straight time rate of pay ("overtime rate") (e.g., if an employee starts at 7:00 a.m., takes a meal hour from noon to 1:00 p.m. and does not finish his shift until 5:00 p.m., the hour from 4:00 p.m. to 5:00 p.m. shall be paid at the overtime rate.) The number of persons, based on the manning outlined in paragraphs 4 and 5 above, and the identities of the persons who are assigned to those shifts shall be jointly agreed upon by the Terminal Manager and Chief Clerk.

NOTE: Utilization of historical SMT 16:00 start time may be used for fresh labor and any employees ordered for this start time must be over and above minimum manning requirements as set forth herein. In the event the 16:00 start time is utilized, affected employees will receive minimum guarantees and wage pay rates. Manning shall be jointly agreed upon by the Terminal Manager and Chief Clerk. Master Contract Flex Time Agreement Applies.

10. This Addendum Agreement shall supersede and replace any previous addendum agreements entered into between the Parties covering manning and other requirements at SMT for PAC.

11. The manning levels above are based on the current operating conditions at the terminal. Where new devices and new methods are intended to be utilized by PAC within its terminal operations, the provisions of the Final New Technology Master Contract Language ("Technology Implementation and Workforce Protection Language") shall apply.

12. 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 this 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 back to the Local Contract between Local 953 and the Steamship Trade Association of Baltimore, Inc. (the "Checkers' and Clerks' Agreement").

13. No provision within this Addendum Agreement may supersede any provisions contained within the Master Contract.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals  
this 30<sup>th</sup> day of September 2018.

By: Michael Angler (seal)  
President  
The Steamship Trade  
Association of Baltimore, Inc.

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

By: [Signature] (seal)  
Business Agent  
Local 953  
International Longshoremen's Association, AFL-CIO, Local 953

**DUNDALK AND FAIRFIELD MARINE TERMINAL  
ADDENDUM AGREEMENT**

This Dundalk and Fairfield Marine Terminal Addendum Agreement ("Addendum Agreement") is made and entered into by and between International Longshoremen's Association, AFL-CIO, Local 953 ("Local 953") and the Steamship Trade Association of Baltimore, Inc. ("the STA") and its employer-members (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, and,

**WHEREAS**, the aforesaid Parties desire to supplement the provisions of said agreement with respect to manning requirements at the Dundalk Marine Terminal (PACT Operation) for Ports America Chesapeake, LLC ("PAC") and First Marine Contractors ("FMC") and Fairfield Marine Terminal for PAC and Marine Terminal Corporation ("MTC"); 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, or which are entered into after the date of the signing hereof, shall be applicable to the Dundalk and Fairfield Marine Terminals.

**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 the following Steamship Lines (except as set forth in paragraphs 4.(c). and 5.):

**FCL**

Nat'l Shipping Co. of Saudi Arabia (BAHRI)  
Wallenius Wilhelmsen Line  
Nordana (Weco)  
Grimaldi

**LTL**

Atlantic Container Line  
Nat'l Shipping Co. of Saudi Arabia (Bahri)  
Wallenius Wilhelmsen Line (ARC, EUKOR)  
Nordana (Weco)  
Grimaldi  
MOL  
CCNI Line  
Chilean Line/Libra (CSAV)  
Tramp Vessels

2. In the event that any other Steamship Lines utilize Dundalk Marine Terminal/Fairfield Marine Terminal or any of the Steamship Lines above terminate utilizing Dundalk Marine Terminal/Fairfield Marine Terminal, or the volumes increase or decrease, the



Parties hereto will negotiate with respect to additional addendum agreements to cover manning requirements for those Steamship Lines and if agreement is reached, said agreement will be set forth in additional addendum agreements.

3. One Chief Clerk shall be employed to service all of the Steamship Lines set forth in 1 above.

4. The following additional complement of employees shall be employed to service all of the Steamship Lines set forth in paragraph 1 above.

(a) FCL – The minimal staffing levels for container terminal operations at the PACT gate are as follows:

- One (1) – Receive/Deliver Checker/TIR Checker (if the operation exceeds 75 full container deliveries per day)
- One (1) – Mount/Ground Checker for each Mount/Ground operation. (see definition in Local Agreement, Article 1 D. 4.)

(b) LTL (i) The minimal staffing levels for RoRo and breakbulk terminal operations at Shed 12, and surrounding lots are as follows:

- Two (2) - Assistant Chief Clerks
- One (1) - Customer Service/Billing Clerk
- Stuff/Strip Checker(s) as needed
- One (1) Receive/Deliver Checkers (to be paid under the Master Contract)

(ii) The minimal staffing levels for FMC's RoRo and breakbulk terminal operations at Ports Packaging at Shed 3, and surrounding lots are as follows:

- One Checker to Perform all ILA 953 Jurisdiction, including Stuff/Strip Checker(s) as needed
- NOTE: Container Royalty need not be paid on containers loaded and/or unloaded by deep sea ILA labor.

(c) Grimaldi

- Two (2) - Receive/Deliver Checkers for Grimaldi Lot to be paid under the Master Contract and Checkers' and Clerks' Agreement to handle all crafts under Local 953 jurisdiction.

5. Fairfield Terminals –

(a) The minimal staffing levels for RoRo/breakbulk operations at the Fairfield Marine Terminals for WWL, MOL, CSAV, Grimaldi and any Tramp Service are as follows:

- One (1) - Receive/Deliver Checker

(b) The pay for the Fairfield Receive/Deliver Checker shall be Master Contract wages, eight (8) hours per day, Monday through Friday, plus ship time (any overtime that the ship works.)

(c) In the event that any other Steamship Lines utilize Fairfield Marine Terminal or any of the Steamship Lines above terminate utilizing Fairfield Marine Terminal, or the volumes increase or decrease, the Parties hereto will negotiate with respect to additional addendum agreements to cover manning requirements for those Steamship Lines and if agreement is reached, said agreement will be set forth in additional addendum agreements.

6. Additional employees may be employed at the discretion of the employer to service the Steamship Lines set forth in paragraphs 1, 4 and 5 above.

7. This Addendum Agreement shall supersede and replace any previous addendum agreements entered into between the Parties covering manning requirements at Dundalk Marine Terminal or Fairfield Marine Terminal for PAC, its predecessors and affiliates.

8. The manning levels above are based on the current operating conditions at the Dundalk and Fairfield Marine Terminal. If new devices and new methods are intended to be utilized by PAC within its terminal operations, the provisions of the Final New Technology Master Contract Language ("Technology Implementation and Workforce Protection Language") shall apply.

9. 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 back to the Local Contract between Local 953 and the Steamship Trade Association of Baltimore, Inc.

10. 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 30<sup>th</sup> day of September \_\_\_\_\_ 2018.

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

By: Michael Hayden (seal)  
President

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

By: John A. [Signature] (seal)  
Business Agent