

LINE HANDLERS AGREEMENT

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LINE HANDLERS AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boston Shipping Association, Inc., as party of the first part, and the International Longshoremen's Association (AFL-CIO) and its affiliated Local 1604, as party of the second part, covers the handling of lines on passenger and cargo ships in the Port of Boston.

1. CONTRACT TERM. Unless otherwise specified herein, the contract term shall be from October 1, 2012 to September 30, 2018. In the event the National Labor Relations Board directs that a representation election be held on the petition of a rival union, then the Union, at its option, will have the right to cancel the contract at the end of the second year.

2. SCOPE OF AGREEMENT. The parties agree that a master contract is to be executed, applicable to all ports between Searsport, Maine, and Hampton Roads, Virginia, in which the Union is recognized as the collective bargaining representative of the employees, covering wages, hours, the amount of contributions for welfare and pension benefits and the term of the agreements, but not the benefits to be provided by different pension and welfare plans. It is recognized that the Employer Associations and the ILA locals operating in each of the different ports (together with the ILA in those ports where both ILA local and the ILA customarily have been parties to the collective agreements) have the exclusive power to negotiate contracts fully and completely on local conditions and other terms except for wages, hours, pension contributions and welfare contributions and term of the agreements.

It is agreed that (a) the basic wage rate, (b) the welfare contributions, and (c) the pension contributions in effect as of September 30, 2012 shall be increased uniformly to the extent of the increases provided for in the master agreement.

3. WAGES. The basic hourly wage scale shall be as follows:

	STRAIGHT TIME	OVERTIME
Effective October 1, 2014	\$32.63	\$48.94
Effective October 1, 2016	\$33.63	\$50.44
Effective October 1, 2017	\$34.63	\$51.94

Straight time shall be paid for any work performed and for any guaranteed or waiting time between 8:00 A.M. and 3:45 P.M. Monday through Friday for container vessels, general cargo barges, automobile vessels, passenger vessels and scrap vessels; all other vessels and barges until 4:00 P.M.

Overtime shall be paid for any work performed and for any

guaranteed or waiting time during any other time. It is agreed that Good Friday is an overtime day.

Exception: It is understood, however, that all mooring and unmooring between the hours of 9:45 P.M. to 7:00 A.M. for ILA work, except container vessels over 800' the hours will be 9:45 P.M. to 5:30 A.M., and for all other work the hours of 10:00 P.M. to 7:00 A.M. each man is to be paid as follows:

Effective October 1, 2014	\$146.82
Effective October 1, 2016	\$151.32
Effective October 1, 2017	\$155.82

4. MINIMUMS. A two-hour minimum per man shall be paid under the following conditions:

- (a) When a vessel is moored or unmoored.
- (b) When a vessel is shifted from berth to berth at the same pier where lines are handled.
- (c) When men are ordered to report on dock for an operation and the vessel does not arrive or sail.
- (d) When longshore gangs are ordered for the first start of a vessel and the gangs stand by for the full four hour period. If the vessel does not dock during that period, the men shall receive an additional two hour minimum when the vessel actually docks.
- (e) When the men are advised that a weekend operation is anticipated and the vessel involved does not dock on Saturday or Sunday. The above information given to the men is not to be construed as a specific order for a particular Saturday or a particular Sunday.

The amount of the minimum shall be as follows:

	STRAIGHT TIME	OVERTIME
Effective October 1, 2014	\$65.26	\$ 97.89
Effective October 1, 2016	\$67.26	\$100.89
Effective October 1, 2017	\$69.26	\$103.89

5. NIGHT ORDERS. Night orders for all work on cargo vessels, passenger, oil tankers and barges for any night are to be given before 5:00 P.M. for work to be performed between the hours of 5:00 P.M. and 8:30 A.M. The direct Employer may cancel such orders up to 5:00 P.M., and shall also notify the men as to any changes in the vessel's arrival or sailing time. A penalty of 1 hours pay shall be paid if orders are given after 5:00 P.M. It is agreed that waiting time rules shall apply in reverse when a night order is changed to an earlier time. The late order penalty shall only apply to the first operation when a vessel or container barge leaves one dock and arrives at another dock.

6. WEEKEND ORDERS. The men shall be advised before 5:00 P.M. on Friday of any anticipated operation over the weekend.

7. TRANSPORTATION. Transportation to and from the job shall be performed by Employer's conveyance.

8. TRAVEL TIME. Fifteen (15) minutes travel time to and from the job will be allowed for each operation.

For any operation performed at Weymouth, Quincy or Lynn, each man shall receive one hour's pay in addition to the pay required under this agreement.

9. MANNING REQUIREMENTS. The number of men required for each operation shall be determined by the contracting Employer, provided that the following minimum requirement shall apply:

General Cargo including container vessels

- four (4) men shall be used mooring and unmooring for vessels up to 500'.
- Six (6) men shall be used for mooring and four (4) men for unmooring for vessels 500' to 800'.
- Eight (8) men shall be used for mooring and six (6) men for unmooring for vessels 800' to 1150'.
- Over 1150' 1 extra man for mooring

Container Barges - two (2) men shall be used for mooring and unmooring.

Passenger Vessels - eight (8) men shall be used for mooring and six (6) men for unmooring.

Distrigas Dock - ten (10) men for mooring and eight (8) men for unmooring.

Exxon Terminal - eight (8) men for mooring and six (6) men for unmooring.

Quincy Oil - six (6) men for mooring and six (6) men for unmooring.

All other docks - six (6) men for mooring and four (4) men for unmooring.

Automobile vessels built expressly for the carriage of a large number of vehicles, lumber and plywood vessels - six (6) men shall be used for mooring and four (4) unmooring.

Scrap vessels - six (6) men shall be used mooring and four (4) men unmooring when said vessel docks at the Prolerized facilities

on the Mystic River.

Shifting vessels at the same terminal

- (a) If no line handling is involved, i.e., lines on the dock are not shifted to other positions, no men shall be required.
- (b) If lines are handled and the vessel is moved six (6) men shall be used.
- (c) If a vessel is shifted within a terminal area so as to straddle two different operational berths, such as the Moran Container Terminal and the Schiavone facility, and mooring wires are required to be passed outside unusually large obstacles, such as cranes, two (2) additional men shall be used.

Roll On-Roll Off container vessels in excess of 625' (190m.), seven (7) men shall be used for mooring and six (6) men unmooring, during the period November 1 to March 31, eight (8) men shall be used mooring and six (6) men unmooring.

10. VACATION PAY ALLOWANCE. During the life of this Agreement the following provisions will prevail:

a. Any line handler who during a year from October 1 through September 30th, herein referred to as a vacation year, should receive from members of the Boston Shipping Association, Inc. payment for not less than 600 hours and not more than 1099 hours work is to be guaranteed one week's vacation perspective of whether such hours are paid for at straight time or overtime rates. One week's vacation pay is 40 hours at the straight time rate.

A small joint committee is to be appointed to review the case of any man who works between 550 and 600 hours. The joint committee is to give consideration to the man's previous work record and its decision is to be final with reference to one week's vacation pay.

b. Any line handler who during a vacation year receives from members of the Boston Shipping Association, Inc. payment for 1100 hours worked or more in the qualifying year is to be granted two weeks vacation perspective of whether such hours are paid for at straight time or overtime rates. Two weeks vacation pay is 80 hours at straight time rate.

c. Any line handler who during a vacation year receives from members of the Boston Shipping Association, Inc. payment for 1300 hours work or more in the qualifying year irrespective of whether such hours are paid for at straight time or overtime rates is to be granted three weeks of vacation pay if he has earned 700 hours a

year in five of the six preceding years. Three weeks vacation pay is 120 hours at the straight time rate.

d. Any linehandler who during a vacation year receives from members of the Boston Shipping Association, Inc. payment for 1500 hours work or more in the qualifying year--irrespective of whether such hours are paid for at straight time or overtime rates--is to be granted six weeks of vacation pay if he has qualified for vacation in at least ten out of the twelve preceding years. Six weeks vacation pay is 240 hours, all hours being computed at the straight time rate. The sixth week of vacation pay will not be paid unless the employee qualifies for the third week of vacation pay as indicated in "c" above.

For the sole purpose of three weeks vacation pay allowance in "c" above and the six weeks vacation pay allowance in "d" above, any employee covered by this Agreement who has served in the Armed Forces of the United States who was employed a total of 700 hours in the vacation year immediately prior to the vacation year in which he entered such military service shall, upon being re-employed in the industry following his release from service and presentation of an honorable discharge, receive pro rata credit towards a vacation year's 700 hours eligibility requirements in any of the six or twelve vacation years immediately preceding the vacation year in which the third or sixth week's vacation pay allowance is claimed (but not in excess of 700 hours in any one vacation year).

e. Vacation pay allowance shall be paid once a year, as soon as it can be computed after September 30th and shall be paid at the highest hourly straight time rate (master contract).

VACATION CREDITS FOR ILA INJURED EMPLOYEES

During the life of this Agreement, the following provisions will prevail:

a. Any person receiving payments for temporary total disability under any compensation act, be it state or federal, for any accident that occurs during a vacation year arising out of any employment covered under the existing collective bargaining agreement, will receive credits towards the hours of eligibility requirements of their vacation pay plan for that vacation year at the rate of 20 hours per week for each week of such payments during that year, a total of such credits shall not be in excess of 400 hours unless he receives payments for a full contract year, in which case said year shall be disregarded for vacation benefit purposes. Fractions of a week will apply proportionately.

b. In any case in which a compensation payment for temporary total disability was made, a week's credit of 20 hours shall be allowed for the seven days waiting period.

c. In no case will any disability of less than eight calendar days be considered for a basis for a claim for credits.

d. In the event that disability occurs during one vacation year ending September 30th and continues into the next vacation year, any credit hours remaining unallocated on September 30th shall be credited to the next vacation year.

11. PAID HOLIDAYS. Paid Holidays shall be paid each year during the life of this Agreement. Such Paid Holidays shall be granted to regular employees defined as employees who earned not less than 600 hours in the Agreement Year immediately preceding (including compensation credit hours under the vacation pay allowance as provided in Section 11) and who earned not less than 700 hours in the Agreement Year in which the holidays occur (not including compensation credit hours under the vacation pay allowance as provided in Section 11). Payment of all holidays will be made once a year for the preceding year as soon as it can be computed after September 30th.

If any employee covered by this Agreement served in the Armed Forces of the United States, and was employed 700 hours in the Agreement Year immediately prior to the Agreement Year in which he entered such military service, upon his being re-employed in the industry following release from service and upon presentation of an honorable discharge he shall receive pro rata credit towards the 700 hours eligibility requirement, for the period of service in the Agreement Year involved, but not to exceed the initial period of service.

Payment for all holidays will be made once a year for the preceding year on the first regularly scheduled payday in December and will be paid at the highest hourly straight time rate (master contract).

It is agreed that the sixteen (16) Paid Holidays for the life of this Agreement shall be: Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve (December 24), Christmas Day, New Year's Day, Washington's Birthday, Lincoln's Birthday, Evacuation Day, Patriot's Day, Memorial Day, Bunker Hill Day, Independence Day, Assumption Feast Day (August 15), Labor Day and Thomas W. Gleason's Birthday (November 8).

12. LEGAL HOLIDAYS. The term Legal Holiday as referred to in this section shall include the following: New Year's Day, Washington's Birthday, Evacuation Day, Patriot's Day, Memorial Day, Bunker Hill Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Thomas Gleason's Birthday

(presently observed as a legal holiday) will be celebrated on the day after Thanksgiving, and Christmas Day. If any of the Legal Holidays specified herein fall on a Sunday and are observed as such on the following day, work on that day shall be paid or at the overtime rate.

There shall be Paid Holidays which are specified in Section 12 of this agreement. It is understood that the Paid Holidays specified therein which do not fall on the Legal holidays set forth above are straight-time days, Monday through Friday.

13. PENSION PLAN. The Pension Plan established under and in accordance with the Agreement between the parties hereto dated August 1, 1969 shall be continued for the life of this Agreement.

The rate of contributions to be established prior to the execution of this Agreement are to be applied to each hour the employee is paid for work performed. During this period the parties agree to waive their rights to bargain with aspect to this plan and further, agree not to resort to a strike, lockout, or other economic force or threat of force, to change or add to the plan.

It is agreed the Pension Plan will comply with the Provisions of Section 401 of the Internal Revenue Code, as well as meeting all ERISA requirements. The Pension Plan shall be merged with the BSA/ILA Pension Trust Fund (Longshoremen Pension Plan).

14. WELFARE PLAN. The details of a Welfare Plan or each calendar year covered in this Agreement are to be mutually agreed upon by the Trustees of the BSA-ILA Health, Welfare & Clinic Fund and set in an Agreement and Declaration of Trust, to be effective as of January 1st of each year. The eligibility requirements shall be 700 hours worked during the period October 1 through September 30 of the prior year.

a. It is agreed that the Trustees are empowered to review the case of any man who worked between 650 and 700 hours during the period October 1 through September 30 of the prior year, and give consideration to his previous work record, the decision rendered by the Trustees to be final.

b. It is agreed that the Trustees are empowered to review the case of any man who served in the Armed Services of the United States of America during the period October 1 through September 30 of the prior year, and give consideration to his previous work record, the decision rendered by the Trustees to be final.

The total cost of all benefits for each calendar year shall not exceed the sum specified for each year in Addendum I to this Agreement, multiplied by the number of hours reported for the

Health, Welfare & Clinic Fund in the period October 1 through September 30 of that year, plus the surplus of the prior year's Health, Welfare & Clinic Fund, should said surplus exist.

15. GRIEVANCE PROCEDURE. It is agreed by the parties that a permanent impartial arbitrator be appointed to arbitrate claims or disputes arising during an operation with respect to the application of the provisions of this Agreement.

It is distinctly agreed by the International Longshoremen's Association, Local 1604, that there will be no stoppage of work pending the arbitrator's decision on any claim or dispute.

The arbitrator is to render his decision on the job if possible, but if this is not possible he is to be permitted the necessary time to develop the facts of the claim or dispute. In either event, the decision of the arbitrator is to be final and binding on the parties.

Any expense in connection with an arbitration will be paid for equally by the parties.

16. ILA DUES/CHECK-OFF. It is agreed that the employer will deduct 9/10 of one percent per hour for each hour paid to Linehandlers who have signed and filed authorization slips with the employer and the BSA, said sum to be paid monthly to the ILA International.

It is agreed that the employer will deduct 1% of gross wages paid to Linehandlers who have signed and filed authorization slips with the employer and the BSA, said sum to be paid to Local 1604.

17. HIRING HALL. In consideration of the Union continuing to provide the present service of the Hiring Hall, the BSA agrees to contribute \$36,614 annually commencing October 1, 2012; said sum to be increased to \$37,346 commencing October 1, 2014; said sum to increase to \$38,093 commencing October 1, 2016; said sum to increase to \$38,855 commencing October 1, 2017 and paid for the remainder of the contract.

18. MISCELLANEOUS. The wages and conditions set forth in this agreement shall be followed by all members of the Boston Shipping Association, Inc., for all work within the control of the member performed on cargo vessels, passenger, oil tankers and barges and all other vessels handled by a Boston Shipping Association member. All past practices shall remain in effect unless modified by this Agreement.

19. DRUG AND ALCOHOL ABUSE. The BSA and the Union agree to form a joint committee comprised of seven representatives of the BSA and the Business Agents of ILA Locals 799, 800, 805, 1066 and 1604 and two representatives of the International for the purpose

ADDENDUM I

The parties to this Agreement agree that all issues relating to the manning and working of LASH ships and LASH barges shall be resolved after both parties have had the opportunity to study, upon the commencement of such business in the Port, the operations of said LASH ships and LASH barges.