AGREEMENT

Between

ZIM-AMERICAN INTEGRATED SHIPPING SERVICES COMPANY, LLC

And

I.L.W.U. LOCAL 63 OFFICE CLERICAL UNIT

MARINE CLERKS ASSOCIATION

July 1, 2019 through June 30, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into this **July 1, 2019**, by and between **ZIM-AMERICAN INTEGRATED SHIPPING SERVICES COMPANY, LLC**, (hereinafter referred to as "the Company"), its legal successors, and **OFFICE CLERICAL UNIT, MARINE CLERKS ASSOCIATION, Local 63, I.L.W.U.**, (hereinafter referred to as "the Union").

WITNESSETH

In consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - RECOGNITION

The Company, pursuant to a certification of the National Labor Relations Board (Case No. 21-R-18520) dated September 16, 1977 and (Case No. 21-RC-18528) dated December 8, 1989, recognizes the Union as the sole and exclusive collective bargaining agent of the Company's office clerical employees employed at the Company's premises located at 5405 Garden Grove, Suite 200, Westminster, CA 92683, excluding professional employees, confidential employees, guards, watchmen, supervisors as defined in the Labor Management Relations Act, and all other employees.

This certification will be interpreted by the parties to apply to any transfer or expansion by the Company of its existing operations to other or new facilities or joint ventures which are an accretion to the existing Unit where the jobs and the work performed by the Company's employees are substantially the same as are covered by the Certification.

ARTICLE II - UNION SECURITY

It shall be a condition of employment that all employees covered by this Agreement and all employees hired after the execution of this Agreement, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members of the Union. Any employee who fails to tender the initiation fee and/or periodic dues uniformly required of Union members shall be subject to termination ten (10) days after the Company has received written notice from the Union that such employee is sixty (60) days or more in arrears. The Company agrees to provide dues check-off and any Credit Union deductions for all employees covered by this Agreement who have executed a voluntary dues deduction and Credit Union deduction authorization.

The Union agrees to indemnify the Company and hold it harmless against all and any suits, claims, demands and liabilities, back-pay or penalties that shall arise out of or by reason of any action that shall be taken by the Company pursuant to this Article.

ARTICLE III - NOTIFICATION TO UNION

Section 1.

The Company will notify the Union of any temporary vacancy, scheduled or unscheduled, and will fill such temporary vacancies on the first day – except vacancies resulting from leaves of absence (including funeral, medical/disability leaves), which will be filled on the 31st day – unless otherwise mutually agreed upon by the Union and the Company, such agreement not to be unreasonably withheld.

Section 2.

The Company will notify the Union in writing via fax or e-mail when any permanent job vacancy exists. The notice will be in writing via fax or email and will include job interview period, interviewer name and contact information (i.e., telephone, fax or e-mail), and status of posting. In such cases, the Company will fill the permanent vacancy in accordance with the requirements of Article XIII, Section 4.

Section 3.

The Union will refer all experienced and fully qualified persons who advise the Union that they will accept employment if offered. Such referrals will come as follows:

a) Class A's (on layoff status from an employer signatory to a Local 63 OCU contract, notwithstanding recall rights).

b) Class B's.

c) Class C's.

Section 4.

The Company will consider such referrals in that order. The Company will hire from among such experienced and fully qualified Class A referrals or others referred by the Union who are able to step in and perform the work in question. Should the Union not have such referrals for a required position, the Company shall be free to hire from any source.

Section 5.

Section 1 notification will not be required to call for a "temp" when the temporary vacancy can be filled by a Floater or to replace a Floater who is absent and is not scheduled to be on an assignment when the absence begins. If the Floater is on an assignment when the absence begins, a temporary worker will be called as provided in Section 1 of this Article unless another Floater is available to fill the assignment. If all Floaters are assigned to fill a vacancy, a temporary worker will be called.

ARTICLE IV – MAINTENANCE OF STANDARDS

The Company agrees that it will continue established past practices, which have been uniformly applied by the Company to bargaining unit employees at the facility. No employee shall suffer a reduction in wages or benefits as a result of this contract except where contract modifications so provide.

ARTICLE V - OFFICE MANAGEMENT AND DIRECTION OF PERSONNEL

The operation of the Company's business and the direction of working forces are vested exclusively in the Company, provided only that such functions shall not be exercised contrary to any provision contained in this Agreement or to any law.

ARTICLE VI - WORK BY NON-BARGAINING UNIT EMPLOYEES

Section 1.

The parties recognize that in an office operation, bargaining unit employees and non-bargaining unit employees, including supervisors, work closely together. Non-bargaining-unit employees, including supervisors, will not be allowed to perform bargaining unit work. This shall not be construed, however, to limit work by supervisors in the following instances:

a) To correct operational difficulties that cannot reasonably first be resolved by bargaining unit employees.

b) To instruct or train employees on new or existing procedures; provided, however, that bargaining unit employees will provide instruction and training on existing procedures to permanent or temporary employees in new positions, unless otherwise mutually agreed. Such agreement not to be unreasonably withheld.

When any non-bargaining unit employee receives calls, e-mails, faxes, or other forms of communication requesting information normally provided by bargaining unit employees, they will direct such requests to bargaining unit employees who will provide the necessary information, unless the customer requires a management decision or resolution of a problem that a bargaining unit employee cannot resolve. The Company will not direct customers or others to non-bargaining unit employees for the purposes of performing bargaining unit work. Employees not covered by this Agreement may continue to use computers to perform non-bargaining unit work.

Section 2.

If the Company violates Section 1, the employee who would have performed the work will be paid four (4) hours time in lieu at one and one-half (1.5) times the employee's straight time rate (including shift differential and flex premium, where applicable) for each offense to be paid no later than the pay period following the Company's agreement or an arbitrator's decision.

When the Company agrees that it has violated Section 1, and agrees to take prompt corrective action, the Union will then make a good faith effort to mitigate the total number of time in lieu's for the same offense. Upon request, the Company will advise the Union in writing within seven (7) days confirming what corrective action has been taken.

ARTICLE VII - NO STRIKE - NO LOCKOUT

The Company agrees that while this Agreement is in effect it will not engage in any lockout of its employees. Except as provided in Article XIV Section 3 or Article XXXIV Section 1 of this Agreement, the Union and the employees agree that while this Agreement is in effect, they will not engage in or in any way encourage or sanction any strike, sit-down, boycott, slow-down, secondary boycott or picketing, and that they will take all available steps to stop any such activity if it occurs. It is understood, however, that no employee will be required to do the work of any employee who is on strike, and no employee need cross a lawful, primary, and bonafide picket line which has been officially sanctioned in writing by the International Longshore and Warehouse Union, or if his physical health or safety will be jeopardized by crossing a picket line.

ARTICLE VIII - NON-DISCRIMINATION

Section 1.

The Company agrees not to discriminate against or discharge any employee because of legitimate Union activities. Such activities shall not interfere with the work performance of the employees or others.

Section 2.

There will be no discrimination to the extent prohibited by law against an employee because of union membership, race, ancestry, color, religion, creed, sex, age, physical disability, mental disability, marital status, medical condition, sexual orientation, political activities, or national origin in the administration and application of this Agreement.

Section 3.

Whenever the masculine gender is used in this Agreement, it is understood to include the female gender.

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 1.

The workweek will consist of forty (40) hours, five (5) consecutive days, Monday through Friday. Employees will be guaranteed forty (40) hours of work per week or, if the employee is directed and required to work less than the workweek, pay in lieu thereof. If that workweek presents a hardship to the Company's operation at a particular location or in a particular job, the Company will discuss the problems with the Union, and both will make a genuine effort to mutually agree upon a Side Letter which is fair to the Company, the Union, and the employee(s) affected.

Section 2.

a) The normal work day for a day shift will consist of eight (8) hours of work within nine (9) consecutive hours commencing at 8:00 A.M., which may be changed or varied upon mutual agreement.

b) In the event a second shift is established, it will consist of eight (8) hours work within nine (9) consecutive hours commencing between the hours of 4:00 p.m. and 6:00 p.m.

   In the event a third shift is established, it will consist of a five (5) hour period not to exceed seven (7) hours commencing between the hours of 1:00 a.m. and 3:00 a.m., a thirty-five (35) hour regular workweek, Monday through Friday.

   No second or third shift will be established until ten (10) days after notice has been given the Union.

c) No change in start time will be established until ten (10) days after notice has been given to the Union, unless otherwise mutually agreed.

Section 3.

Employees who are called back outside their regular working hours or on Saturdays, Sundays, or Holidays will be paid for all time actually worked and will receive a minimum of eight (8) hours work or pay at the appropriate rate; provided, however, that where there is more than one (1) call back concerning a single vessel during a twenty-four (24) hour period commencing at 8:00 AM, the maximum obligation will be to provide a total of eight (8) hours work or pay and not eight (8) hours for each call back. This provision will not apply to continuance of work after a dinner break. The 3rd shift will be a six (6) hour call out.

If an employee is required by his supervisor to call in to the Company during a stated period of time on Saturday or Sunday to find out if work is required of him, or is told by his supervisor to stand by his telephone for a stated period to await a call from his supervisor, and there is no work assigned to him, he will be paid for such standby time

until work is assigned or he is released. If work is assigned, the employee will then be entitled to the eight (8) hour minimum call out. The standby pay up to the time he is instructed to report to work is included in the eight (8) hour minimum guarantee unless the standby is eight (8) hours or more, and then the standby time is in addition to the eight (8) hour minimum call out.

Section 4.

a) The lunch hour shall be from 12:00 Noon to 1:00 PM for day shift persons. An employee who is directed and required by the Company to work through all or part of his lunch period shall not be sent home prior to the normal quitting time unless the employee and his supervisor agree. An employee who is directed and required to work through the lunch hour or portions thereof will receive one (1) hour of overtime (8 hours straight time, 1 hour overtime) and allowed to take lunch at 11:00 to 12:00 or 1:00 to 2:00. If this is not possible, such employee will be paid at eight (8) hours straight time, one (1) hour overtime and one (1) hour penalty at the overtime rate of pay (no lunch). In such case, an employee will be allowed to eat while working.

b) The lunch hour for the second shift will be from 10:00 p.m. to 11:00 p.m. An employee working through all or part of his lunch period will be paid according to Section 4(a) above.

c) There is no lunch hour for the third shift; however, employees will be allowed to take one-half (½) hour relief period to eat.

Section 5.

Overtime will be paid for at one and one-half (1½) times the employee's regular hourly rate of pay, including shift premium if applicable, for all hours worked outside of the normal shift (as defined in Section 2 of this Article), outside of the normal workweek (as defined in Section 1 of this Article) and on Holidays (as defined in Article XVII).

All hours worked outside the normal shift (as defined in Section 2 of the Article) on a holiday will be paid at two (2) times the employee's regular hourly rate of pay, including shift premium if applicable.

All hours worked in excess of twelve (12) hours in any day shall be paid at two (2) times the employee's regular hourly rate of pay, including shift premium if applicable.

For the purpose of computing overtime, all hours worked or paid for by the Company will be counted as time worked, but in no circumstances will this be interpreted to require any pyramiding of overtime. Pyramiding of overtime means counting overtime hours worked or paid a second time for the purpose of obtaining additional overtime pay.

Section 6.

No employee shall be required to work over twelve (12) consecutive hours in any one (1) day so long as the employee advises the employer when he is first offered overtime that he is not willing to work beyond twelve (12) consecutive hours, in which case the employer may offer the overtime to an employee who can step in and perform the work and who will agree to work more than twelve (12) hours.

Any time an employee is required or agrees to work past twelve (12) consecutive hours of work, the employee, without loss of pay, will not be required to work the next calendar day.

Section 7.

Relief periods not to exceed fifteen (15) minutes shall be provided each employee at or about the mid-point of the first half of the shift and at or about the mid-point of the second half of the shift having due regard for the continuity of work.

Section 8.

The Company will post notice by the end of the normal workday each Thursday concerning the current status of overtime work for the coming weekend. It is understood, however, that circumstances may change thereafter, so that the Company may find it necessary to require or cancel weekend overtime despite the Thursday status notice.

Section 9.

For the purpose of this Article, all hours worked on a second or third shift will be considered to have been on the day of the start of the first shift.

Section 10.

a) Overtime shall be assigned by shift on a rotating basis to those bargaining unit employees (except temporaries) in the department who are normally assigned to perform the work according to seniority. If no such bargaining unit employee(s) is available or if additional bargaining unit employees are needed to perform the overtime work in question, it will be assigned to other bargaining unit employees by seniority on a rotating basis (except temporaries) who can step in and perform the work assigned.

b) Bargaining unit employees shall not be required to accept overtime if there are other bargaining unit employees who can step in and perform the work and are willing and available for the time needed. However, this does not negate the employer's obligation to offer such work to the bargaining unit employees normally assigned to perform such work as in (a) above.

c) At its option, the Company may utilize temporary employees to perform overtime that has been turned down by bargaining unit employees as

outlined in (a) and (b) above.

Section 11.

In no event shall overtime or premium pay be pyramided or duplicated.

Section 12.

Paydays will be every two weeks on Friday. If said Friday falls on a holiday, employees will be paid the preceding day. An employee who has a question about the amount paid in his paycheck will be provided a written explanation of the calculation within two (2) working days of such request; if a correction is necessary, it will be paid within two (2) working days, unless the employee caused the error or delay, in which case it will be paid in the next payroll period.

If the Company has the employees' paychecks available for distribution on Thursday afternoon and the Company is satisfied that such distribution has not or will not cause absenteeism on Friday, the Company will then distribute such paychecks on Thursday afternoon.

Section 13.

Employees will not be required to utilize any time keeping device including but not limited to time clocks.

ARTICLE X – SHIFT CHANGE AND DIFFERENTIAL

Section 1.

The regular starting time of a shift to which the employee is assigned shall determine whether the shift the employee is working is a day shift, second shift, or third shift.

Section 2.

With regard to shift rates, the first shift hourly rate shall be the basic straight time hourly rate. The second shift hourly rate shall be 1.333333 times the basic straight time hourly rate (Monday through Friday). The overtime and weekend rate for second shift will be 1.5 times the employee's regular rate of pay (shift premium included). The third shift hourly rate shall be 1.6 times the basic straight time hourly rate (Monday through Friday). The overtime and weekend rate for the third shift will be 1.8 times the basic straight time hourly rate. The normal third shift in the industry shall consist of a five (5) hour period not to exceed seven (7) hours, the regular workweek consists of thirty-five (35) hours, unless otherwise mutually agreed upon by the Union and the Company.

Section 3.

In the event a second or third shift is established, the job will be posted and filled in accordance with Article XIII.

Section 4.

Nothing contained herein shall prohibit the Company from temporarily transferring, without regard to seniority, an employee who has special skills or abilities to another established shift where such skills and abilities are required. At the time of such transfer, the employee(s) must be informed as to the approximate length of such transfer. The Company agrees that the length of such transfer will be as short as practicable and will not exceed thirty (30) days unless extended by mutual agreement.

ARTICLE XI – WAGE RATES AND JOB CLASSIFICATION

Section 1.

Effective **July 1, 2016**, the Company agrees to pay not less than the wage rates shown on Exhibit A attached hereto and made a part of this Agreement.

Section 2.

Employees shall be classified according to duties performed during the majority of the time; however, it is understood that sometimes the nature of the work requires employees to perform work of several classifications. Nothing contained herein will apply to the provisions of Article IX, Section 10.

Section 3.

Any employee who volunteers or is requested by the Company to work temporarily in a position with a lower rate of pay will not suffer any reduction in pay.

Section 4.

In the event of establishment of a new classification, the Company has the right to determine the appropriate classification and rate. Employees assigned to such new classification shall have the right, after commencing work in such classification, to take the question of the appropriateness of the rate in relation to Exhibit A through the Grievance Procedure and to arbitration, if necessary.

Section 5.

All employees will be given on-the-job training as is practicable. The Company further agrees that it will meet with the Union in good faith to discuss a training program, which is tailored to the particular circumstances of their Company. Such employee's request for training will not be unreasonably withheld.

ARTICLE XII – TEMPORARY ASSIGNMENT

Section 1.

a) An employee temporarily assigned to a higher rate of pay for the purpose of providing vacation or leave relief (i.e. sickness, doctor appointment, excused absence, etc.) will receive the pay of the higher rate of pay for all hours worked.

It is understood that the Company need not go to employees outside the facility to meet the requirements of this section for such temporary assignment of short duration.

b) Such temporary assignment will be offered on a rotating basis according to seniority in the following order: first, to employees within the affected job classification (Exhibit B), second, the affected department, and finally to any other bargaining unit employees who can step in and perform the work assigned with reasonable assistance.

c) If unable to fill the job as outlined in (a) and (b) above, the Company may utilize temporary employees.

Section 2.

If a bargaining unit employee is assigned work of a non-represented job, he will be paid at fifteen percent (15%) above his current rate of pay. Pay as defined in this paragraph will be made for the entire period the employee is assigned to the work at the higher rate of pay.

There shall be no restrictions for assignments to non-represented jobs up to ninety (90) days. Extensions beyond ninety (90) days may be made by mutual agreement. Other bargaining unit employees that are affected by reason of temporary assignment to fill vacancies created to cover non-represented jobs shall have the option to return to their original assignment after thirty (30) days, unless extensions are made by mutual agreement between the Company and the Union.

Section 3.

If two or more employees simultaneously are assigned to perform the major duties of a higher rate of pay employee or non-represented employee, each employee will receive the applicable premium.

ARTICLE XIII – SENIORITY

Section 1.

Seniority is the length of continuous service of the employee with the Company from his date of hire, or date of rehire. No employee shall acquire any seniority until he has completed his probationary period. There shall be a probationary or trial period of ninety (90) days for all employees. The Company shall have the absolute right, in its discretion, to discharge any probationary employee. When the probationary employee is retained, however, beyond said ninety (90) days, his seniority shall date from date of hire. If the employee is retained beyond thirty (30) and sixty (60) days the Company shall review his progress with such employee at that time.

Section 2.

Seniority shall accrue for all continuous periods of time worked by the employee or paid for by the Company and during authorized leaves of absence.

Section 3.

Seniority shall be terminated if the employee:

a) Voluntarily quits.

b) Is discharged for cause.

c) Is absent from the payroll for a period equal to the lesser of the employee's length of seniority or twenty-four (24) months, unless the absence is due to a work-related injury or illness.

d) Is absent from work without notice to the Company for two (2) consecutive days, unless such notice is impossible, in which case such notice must be given at the first possible opportunity.

e) Fails to report for work at the expiration of an approved leave of absence.

Section 4.

Permanent Vacancies

a) As used in this Section, the term "permanent vacancy" is defined as a job opening created by any of the following:

(1) A discharge;

(2) A resignation, death or retirement of an employee; or

(3) The Company's decision to increase the total number of employees above the staffing level shown in Exhibit B.

b) When a permanent vacancy exists, notice thereof must be posted by the Company upon notice of vacancy on the OCU bulletin board for three (3) consecutive working days.

c) Before a job is to be posted, all employees on vacation or leave for a week or more shall be advised of such posting by mailing such notice to their last address as shown on the Company's records and such persons shall have the right to file a timely bid.

d) The job must be awarded by the second working day after bidding has closed. Any permanent vacancy resulting from an employee being awarded a new position under this bidding process will be posted and awarded in the same manner.

e) The successful bidder must be placed in his/her new position within seven (7) working days, unless otherwise mutually agreed upon.

f) On a posted job, the Company must give the position to the senior bidder provided that the affected employee can step in and perform the job with reasonable assistance within twenty-one (21) consecutive calendar days. The twenty-one (21) days may be extended to an additional twenty-one (21) consecutive calendar days by mutual agreement only.

g) If, during the agreed upon time frame, the employee who is assigned to the permanent vacancy terminates or proves to be incapable of satisfactorily performing the job or elects to return to the job previously held, the Company must fill the job from among the original bidders and the provisions of subsection (f), above, will apply.

h) If there are no bidders or none of the bidders placed in the posted position prove to be acceptable, the vacancy will be filled by the Company with an applicant from other sources as described in Article III without being required to post the job again.

i) The Company shall not be required to consider an employee's bid for any position unless the employee has been in his present job classification for at least six (6) months. This restriction shall not apply:

1) if the bidder is a non-probationary employee and is the only bidder;

2) to an employee who has been bumped from his/her former job classification;

3) to an employee who has been displaced from his/her former job

classification;

4) if the posted job provides a higher rate of pay than the employee's current job (e.g. 2nd shift, 3rd shift, alternate workweek); or

5) to a regular employee who is filling or has been assigned to a temporary job position.

j) A successful bidder who is filling a temporary position shall be allowed to move to the posted job as outlined in subsection (e) above, unless the temporary assignment is expected to be completed in thirty (30) consecutive calendar days or less, in which case the employee may be required to finish the temporary assignment. If the expectation changes within thirty (30) consecutive calendar days so that the temporary assignment cannot be completed within thirty (30) consecutive calendar days, the Company will follow subsection (e) at that time.

Section 5:

Temporary Vacancies

a) When a temporary vacancy which is expected to last for a cumulative period of more than thirty (30) consecutive calendar days exists, upon notification of the vacancy, the job will be posted on the OCU bulletin board by the Company for three (3) consecutive working days.

b) Before a job is to be posted, all employees on vacation or leave for a week or more shall be advised of such posting by mailing such notice to their last address as shown on the Company's records and such persons shall have the right to file a timely bid.

c) The job must be awarded by the second working day after bidding has closed. If the successful bidder is on a leave of absence and unable to return to work by the first day of the assignment, the job will then be awarded to the next senior bidder.

d) The successful bidder(s) for all such temporary vacancies will be placed in his (their) new position(s) within seven (7) working days, unless otherwise mutually agreed. If the vacancy is posted prior to the start date of the assignment, the successful bidder(s) for all affected jobs will be placed in their temporary positions on the later of the first business day after the vacancy begins or the first business day after the bidding process is completed.

e) On a posted job, the Company must give the position to the senior bidder provided that the affected employee can step in and perform the job with reasonable assistance within a twenty-one (21) consecutive calendar day period. The twenty-one (21) days may be extended to an additional twenty-one (21) consecutive calendar days by mutual agreement only.

f) If, during the agreed upon time frame, the employee who is assigned to the temporary vacancy terminates or proves incapable of satisfactorily performing the job or elects to return to the job previously held, the Company must fill the job from among the original bidders and the provisions of subsection (e), above, will apply.

g) If there are no bidders or none of the bidders placed in the posted position prove to be acceptable, the vacancy will be filled by the Company with a temporary employee as described in Article III, without being required to post the job again.

h) The Company shall not be required to consider an employee's bid for any position unless the employee has been in his present job classification for at least six (6) months. This restriction shall not apply:

1) if the bidder is a non-probationary employee and is the only bidder;

2) to an employee who has been bumped from his/her former job classification;

3) to an employee who has been displaced from his/her former job classification;

4) if the posted job provides a higher rate of pay than the employee's current job (e.g. 2nd shift, 3rd shift, alternate workweek); or

5) to a regular employee who is filling or has been assigned to a temporary job position.

i) A successful bidder who is filling a temporary position shall be allowed to move to the posted job as outlined in subsection (d) above, unless the temporary assignment is expected to be completed in thirty (30) consecutive calendar days or less, in which case the employee may be required to finish the temporary assignment. If the expectation changes within thirty (30) consecutive calendar days so that the temporary assignment cannot be completed within thirty (30) consecutive calendar days, the Company will follow subsection (d) at that time.

Section 6.

Job Classification/Job Description Restructuring

a) For purposes of this Article, a job restructuring exists when the duties of an existing position have materially changed or are new, and as a result of the change, it is reasonably expected that, on average, a majority of the employee's working time will be spent performing new and/or materially changed duties.

b) The Company will notify the Union in writing of any proposed job restructuring. A job restructuring during the term of the Agreement will not occur without the consent of the Union. The Union's consent will not be unreasonably withheld. If the Union does not consent, then before implementation, the need for the restructuring will be presented to the Arbitrator whose decision will be final.

c) If the Union consents to, or the Arbitrator's ruling allows, a restructuring, the following procedures will apply:

1. Notice of all job postings due to the restructuring will be posted by the Company on the OCU bulletin board for three (3) consecutive working days. The job(s) will be awarded as outlined in Section 4.

2. An employee(s) who is displaced from his (their) job classification as a result of the restructure will have the right to bump any less senior employee and/or bid on the restructured job; provided, that if the employee chooses to bump and bid, no bumping will occur unless the employee is unsuccessful in his bid or does not remain on the bid job based on either of the provisions provided in Section 4(f) or 4(g). The provisions outlined in Section 4(g) will not apply to an employee who makes a bump selection.

3. Employee(s) who have been displaced from a job classification will be first in line for recall to his/her previously held job classification for eighteen (18) months after the displacement.

Section 7.

Job(s) will not be posted as a result of a change in the shift start time where this Agreement provides a window therefore as outlined in Article IX, Section 2.

Section 8.

Any grievance arising under this Article shall be immediately referred to the Labor Relations Committee as provided in Article XIV.

Section 9.

a) An employee heretofore or hereafter transferred to a job outside of the bargaining unit shall not retain his accumulated seniority as of the date of such promotion or transfer outside of the bargaining unit.

b) Any non-bargaining unit employee of the Company heretofore or hereafter who takes a job within the bargaining unit shall accumulate seniority as of date transferred into the bargaining unit.

Section 10.

The Company within thirty (30) days of the date of this Agreement will provide the Union with a list of all employees, including probationary employees, within the bargaining unit. The list will show the name, address, telephone number, original date of hiring, job classification and rate of each such employee. The Company shall notify the Union each six (6) months thereafter of any changes in the seniority list.

ARTICLE XIV – GRIEVANCE PROCEDURE

Section 1.

Stewards, not to exceed one (1) and one (1) alternate for each location at which the Company operates under the contract, may be designated by the Union for the purpose of taking up grievances with the Company as hereinafter provided. The Union will notify the Company in writing the names of the stewards. Employees may consult with the steward of their choice. Alternate may only be used in the absence of a regular steward.

Section 2.

If any differences arise between any employee, or the Union, and the Company involving the meaning or application of the terms of the Agreement which such employee, or the Union, desires to have considered by the Company, such difference shall be discussed with the immediate supervisor within thirty (30) days upon knowledge of incident or when the employee reasonably should have known of the incident. Thereafter, the supervisor and steward shall make a bona fide effort to amicably settle such difference.

Section 3.

In the event such difference is not settled as aforesaid and the employee, or the Union, desires further consideration thereof, it shall be deemed a grievance and presented in writing to the Human Resource Department stating the unresolved issues of fact and contract agreement provisions.

a) Said grievance must be presented to the local Labor Relations Committee (consisting of Company representatives and Union officials) within five (5) working days from the time the Section 3 written notice was given, unless otherwise mutually agreed upon in writing. In the case of grievances that affect the majority of OCU-signatory employers that cannot be resolved at the local LRC level, a meeting will be held among OCU officers and representatives of other affected OCU employers (industry LRC) in an effort to resolve the grievance. If the industry LRC meeting does not occur within twenty-one (21) days from the time the grievance was first presented, then the said grievance will be moved to arbitration as provided in subsection (b), below, unless otherwise mutually agreed.

b) If said grievance cannot be adjusted in front of the local or industry Labor Relations Committee, the matter will be set before an arbitrator within two (2) weeks unless otherwise mutually agreed upon in writing. The arbitrator will be selected in each case from the following panel of arbitrators:

    1. Kenneth Cloke
    2. Douglas Collins
    3. Jon Monat

4. Kenneth Perea

The arbitrator in each case will be determined by alternate strikes. The first strike will be awarded to the winner of a coin toss. The parties shall strike names alternately from the panel until only one name remains. The name remaining after each party has struck two names from the list shall be designated as the arbitrator for the case.

Grievances not resolved or submitted to the arbitrator within six (6) months of the LRC are withdrawn, unless mutually agreed to continue discussions.

1) Authority of Arbitrator - The jurisdiction of the Arbitrator shall be limited to the terms of the Agreement between the two (2) Parties and he shall not have authority to alter, modify or amend the Agreement. In no circumstances shall the arbitrator have the authority to require the Company to employ more persons to perform a job or function than the job or function requires, or to reduce the headcount below the number reflected in Exhibit B, except as permitted under Article XXXI, Section 1 of this Agreement.

2) The Arbitrator's decision shall be in writing and will be final and binding. All decisions of the Arbitrator will be observed and/or implemented. If any dispute arises regarding observance or implementation, the issue shall be determined by the Arbitrator. If the Arbitrator determines that such party has not observed or implemented the Arbitrator's decision, the Arbitrator shall advise such party in writing of the additional step(s) required to comply with his decision, which compliance shall be completed within three (3) working days unless a longer period is permitted by the Arbitrator in his decision due to legitimate operational difficulties with immediate compliance. If the party so ordered does not comply with the order within the time specified by the Arbitrator the other party may use economic action, including but not limited to a strike or other stoppage of work, to require compliance with the Arbitrator's decision. This limited exception to Article VII will not, however, be used to accomplish an unlawful purpose.

3) Costs of arbitration including the transcript if either party requests same, shall be equally shared, except for attorney fees. Each party will be liable for his attorney's fees.

c) The Labor Relations Committee shall utilize the arbitrator to resolve all grievances that may arise between the parties hereto, with the exception of grievances involving any clerical job assignments covered by this Agreement transferred to other labor forces (i.e., other ILWU labor bargaining units); this provision will be used for that purpose only. Such grievances involving clerical job assignments or lack thereof shall be referred to the Coast Arbitrator under the PCLCD, John Kagel, or his successor, for final adjudication.

d) For jurisdictional disputes not involving the ILWU or any of its affiliates, the Company agrees to be bound by the outcome of applicable internal union dispute resolution procedures, e.g. Article 20 of AFL/CIO Constitution, and implement the written decision, so long as those procedures are completed within one-hundred eighty (180) days and do not result in a dual award of the work at issue. The Union will promptly initiate a written request for adjudication under such internal Union dispute resolution procedures, with notice to the Company. Should such procedures (including issuance of a written decision) not be completed as specified above, the Company may initiate action to have the matter decided by the National Labor Relations Board.

Section 4.

Agreements reached at any stage of the Grievance Procedure shall not be applied retroactively prior to the date of the occurrence of the grievance, excluding claims for pay adjustments. However, no obligation for retroactivity shall exceed the period of thirty (30) days prior to the grievance, except for pay adjustment where the employee was paid the wrong rate or amount.

Section 5.

By mutual agreement of the parties, any step of the Grievance Procedure may be waived in order to proceed directly to arbitration.

ARTICLE XV – PENSIONS

Section 1.

For the term of this Agreement, the Company agrees to continue contributing to the OCU Pension Trust ("Trust") to provide pension and related benefits, including full (i.e., not actuarially reduced) pension benefits for employees with 10 years of vesting service who retire after attaining age 55, to employees, retired employees and their beneficiaries, other than Article XXXVI employees, in accordance with the terms of the OCU Pension Plan ("Pension Plan"). The Agreement and Declaration of Trust establishing the OCU Pension Trust ("Trust Agreement"), Pension Plan, summary plan description and related documents will be amended to conform to the terms of this Agreement and the Board of Trustees of the Trust ("Trustees") will be bound to accept and follow all of the provisions of this Agreement.

The Company agrees to be bound by the terms and conditions of the Trust Agreement, including any amendments thereto, and related plan documents, collection policies, and funding policies adopted by the Trustees. If the Company is delinquent in paying contributions as determined by the Trustees, the Company agrees to pay liquidated damages in an amount to be determined by the Trustees and reasonable attorneys' fees incurred by the Trust in collecting any delinquent amount(s).

Section 2.

Except as required by law or provided in Section 3, below, the Trustees may not take any actions that increase or decrease benefits or that impose costs on the Company in excess of those necessary to maintain the benefits required under this Article or the Memorandum of Understanding ("MOU") signed by the Union on August 31, 2007, which remains in effect, and the amendment thereto dated February 21, 2013.

Section 3.

a) The Trustees shall amend the Trust and the Pension Plan modifying them to provide that each participating employer, including the Company, will contribute such amount per Hour of Service as determined by the Trust's actuary and approved by the Trustees to be necessary to provide its employees a monthly pension benefit per year of credited service (as this term is defined in the Pension Plan) of:

$205.00 effective 07 /01 /19 to 06/30/20
$210.00 effective 07/01 /20 to 06/30/21
$215.00 effective 07/01/21 to 06/30/22
$220.00 effective 07/01/22 to 06/30/23

The pension benefit increases above shall only apply to employees who are or were employed by the Company on or after the pension benefit increase

date.

Section 4.

401(k) Plan:

The Company will contribute on a non-matching basis no less than $1,500.00 to the Section 401(k) plan per covered employee per year. The contribution will be made in a single payment on the first business day in December annually for each employee who has been employed by the Company for at least six (6) months of the contributing year and has actually worked 1000 hours in the contributing year. In addition, employees will be allowed to make contributions with each paycheck to their 401(k) plan, to the maximum amount allowed by law, and including the catch-up provisions available to employees age fifty (50) and over. The employee contributions will be deposited to each employee's 401(k) account within fifteen (15) days of payroll deduction.

Loans:

For the term of this Agreement, the Company will maintain any existing provision in its 401(k) Plan that allows an employee to take a loan from his or her 401(k) account.

Contributing Vacation and Sick Leave Amounts:

To the extent permitted by applicable law, at least once per calendar year, between November 1st and 15th, the Company will allow employees to make Section 401(k) contributions by converting unused accrued sick leave and unused accrued vacation time to cash that the Company will contribute to the Section 401(k) plan in which they participate. This contribution will be made no later than November 30th.

ARTICLE XVI – HEALTH AND WELFARE

Section 1.

For the term of this Agreement, the Company agrees to continue contributing to the OCU Health and Welfare Trust ("Trust") for the purpose of providing health, dental, and vision benefits to all regular and eligible temporary employees and retirees, or their dependents, in accordance with the terms of the OCU Health and Welfare Plan ("Health Plan"). The Trust and Health Plan will be amended to conform to the terms of this Agreement and the Board of Trustees of the Trust ("Trustees") will be bound to accept and follow all provisions of this Agreement.

The Company agrees to be bound by the terms and conditions of the Trust's trust agreement, including any amendments thereto, and related plan documents, collection policies, and funding policies adopted by the Trustees.

Section 2.

As required by the Trustees, the Company will contribute a premium each month for each eligible employee who has not waived coverage under Section 4, and for each temporary employee, retiree (on a pre-funded basis) and dependent who is eligible for coverage under the Health Plan. The contribution for retiree coverage will be to a retiree health reserve within the Trust at an amount determined by the Trustees for providing health benefits to its current and future retirees (including an appropriate amount for related administrative costs), and the Trustees shall determine the amount of the contributions taking into account the recommendations of the Trust's actuary.

Section 3.

The eligibility and benefit provisions of the Health Plan, e.g., establishing benefit levels, shall not be changed by the Trustees. Except as required by law, the Trustees may not take any actions that increase or decrease benefits or that impose costs on the Company in excess of those necessary to maintain the benefits required under this Article, or the Memorandum of Understanding ("MOU") signed by the Union on August 31, 2007, which remains in effect, and the amendment thereto.

Section 4.

Any eligible employee who waives health and welfare benefits as outlined in Section 4 will receive fifty percent (50%) of the respective PPO Plan (dental, vision, and medical) premium per month (i.e., employee or dependent coverage) in wages from the Company.

Any eligible employee while enrolled in the HMO Plan will receive in wages from the Company fifty percent (50%) of the applicable HMO monthly premium for the coverage elected, i.e., employee only or with dependent(s), minus the monthly cost of vision benefits under the OCU Dental and Vision Plan (but this reduction will not be made

as to any employee who was an HMO participant on June 30, 2007 and was receiving Guardian Vision).

Elections under this section may be made for any reason, including because the employee's spouse or Domestic Partner is covering the opting-out employee as a family member under health coverage provided by the Company, the Trust, or any other employer or Taft-Hartley trust.

This Section 4 will not apply to temporary employees who become eligible for insurance coverage as provided in Article XXXVI.

Section 5.

For the term of this Agreement, the Company will continue Life and Accident, Death and Dismemberment (ADD) Insurance at $250,000.00 per employee.

ARTICLE XVII – HOLIDAYS

Section 1.

The following will be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Cesar Chavez Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Bloody Thursday	New Year's Eve Day
Harry Bridges' Birthday	Special Day (Birthday)

Seven (7) "Floating Holidays" will be given to each employee on the employee's anniversary date and every year thereafter on that date.

Section 2.

The "floating" holidays will be taken on a work day of the employee's choosing, which may be in conjunction with the employee's vacation schedule, subject to the prior approval of the employee's supervisor. Scheduling of the "floating" holidays is subject to the workload of the Company and/or the affected department.

Section 3.

Work performed on a holiday will be paid for at the rate of one and one-half (1½) times the job rate of pay, including shift differentials where applicable, in addition to the holiday pay provided herein. Also, after the normal work day on a holiday, all hours will be paid at two (2) times the job rate of pay.

Section 4.

If any of the holidays provided for herein fall on a Saturday or Sunday, the previous Friday or the following Monday shall be observed as the holiday at the discretion of the Company. Such designation of Friday or Monday in lieu of Saturday or Sunday will be announced by the Company no later than two weeks prior to the holiday. If two (2) consecutive holidays fall in such a way that one (1) or both fall on a Saturday or Sunday, the Company will designate the holidays as four (4) consecutive premium days (Thursday through Sunday, or Friday through Monday, or Saturday through Tuesday).

Section 5.

On state-wide election days' employees will be provided one (1) hour paid time for the purpose of voting. The Company has the right to assign this time in order to assure work continuity.

Section 6.

Employees will receive holiday pay if such employee has worked 1600 hours, which includes all hours worked and paid the previous year. However, if any employee does not meet the previously mentioned requirement, such person must work or be paid by the Company (i.e., sick leave, holiday pay, vacation) for three (3) days during the week of the holiday. Employees will not abuse this by missing work the day before or after a holiday unless they are bona fide unable to work. Employees who retire will be paid earned holiday pay for the balance of the year.

Section 7.

Should any of the above holidays fall within an employee's vacation period, the employee will receive either an extra day's vacation or an extra day's pay at the option of the employee.

ARTICLE XVIII – VACATION

Section 1.

Employees will be entitled to vacation with pay on the basis of their continuous service with the Company from date of hire or most recent rehire date with accrual of vacation earned in the previous year as follows:

a) Employees who have completed six (6) months of continuous service and less than three (3) years of continuous service with the Company will receive one (1) week of vacation with pay for each six (6) months of continuous service up to a maximum of two (2) weeks per year.

b) Employees who have completed three (3) years of continuous service and less than ten (10) years continuous service with the Company will receive three (3) weeks of vacation with pay.

c) Employees who have completed ten (10) years of continuous service and less than fifteen (15) years continuous service with the Company will receive four (4) weeks of vacation with pay.

d) Employees who have completed fifteen (15) years of continuous service and less than twenty (20) years continuous service with the Company will receive five (5) weeks of vacation with pay.

e) Employees who have completed twenty (20) years of continuous service or more with the Company will receive six (6) weeks of vacation with pay.

Section 2.

A week's vacation with pay will mean five (5) days pay at the employee's regular rate of pay, including shift differentials, where applicable, except vacations may be taken in less than five (5) day increments by mutual agreement.

Section 3.

In addition to the foregoing continuous service requirement, to be eligible for vacation pay an employee must have worked at least eight hundred (800) hours in the six (6) months, or sixteen hundred (1600) hours in the one year, as the case may be, preceding the date upon which he becomes entitled to vacation pay. If an employee has not worked said sixteen hundred (1600) or eight hundred (800) hours, he shall receive pro rata vacation pay based on the proportion that the actual hours worked during the applicable period bears to sixteen hundred (1600) or eight hundred (800) hours, as the case may be. Paid sick leave, vacation and holidays will be considered as time worked for vacation purposes.

Section 4.

The Company will schedule a vacation annually for each employee, based on employee requests subject to work schedules, for a period or periods equal to the unused vacation time of each employee except that vacation may be deferred where:

a) The Company request deferment of an employee's vacation because of departmental operating emergencies.

b) An employee request deferment because of his/her illness or illness in his/her immediate family; and

c) An employee may bank up to four (4) weeks per year up to a maximum of ten (10) weeks.

In the event of conflict in vacation schedules, recognition will be given in accordance with seniority; except when the vacation schedule of a junior employee has been posted and approved in advance of a senior employee's request. However, the Company will make every attempt to satisfy vacation request by filling such vacancies according to Article III.

Employees may use, but will not be required to use, vacation for an FMLA, CFRA, or PDL leave.

Section 5.

Vacation pay will be computed on the basis of the employee's regular rate of pay, including shift differentials where applicable; and if requested in writing two (2) weeks in advance, will be paid at the commencement of the employee's vacation.

Section 6.

After six (6) months of continuous service each employee will accrue vacation pay at their hourly rate of pay, including shift differential, on a prorated basis for each month of service. In any year when an employee's accrual rate changes because of his continuous service with the Company, the new rate will take effect immediately on the anniversary date and the new vacation allotment will be prorated for the balance of the year. In the event of termination, resignation or retirement, any earned but unused vacation will be paid to the employee, or used as an early out for retirement.

Section 7.

Employees will have the option to cash-out a maximum of four (4) weeks annually on the employee's anniversary date. Any other accrued, un-taken vacation will be covered under Section 4.

ARTICLE XIX – LEAVE OF ABSENCE

Section 1.

Three (3) employees elected to Union office may take time off without pay, benefits, or loss of seniority as required for Union business. Extensions of such leave will be granted if the employee is re-elected to such office. Two (2) employees assigned or elected to attend union functions of five (5) days or less, such as conventions, shall be granted time off to attend such functions without pay or loss of seniority provided the employee gives at least two (2) weeks written notice. If the Union desires a third person from the Company to attend a union function of five (5) days or less, the Union will request the Company's consideration and if the absence of the third person does not create a hardship or expense on the Company's operation, the Company's agreement will not be unreasonably withheld. The Company agrees to pay for one (1) negotiator at their then-current rate of pay for time missed from their regular work schedule to attend contract negotiations with the Company.

For employees on leave as outlined in Section 1, above, the Company agrees the Union will continue to be a participating employer in both Trust funds described in Articles XV and XVI so that contributions may be made by the Union and benefits for such employees may continue without lapse or reduction. As a participating employer, the Union will be bound by all Article XV and XVI and Trust terms and conditions to the same extent as the Company, except that the Union will not have any right to participating in the naming of employer trustees.

Section 2.

Leaves of absence up to ninety days (90) days without pay but without loss of seniority will be granted any employee on request for illness or injury supported by satisfactory proof including as provided for under state or federal law [e.g., the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), and California's "Kin Care" law].

Leaves under this Article will be extended beyond legal minimums provided employee's request is supported by satisfactory proof.

In no event shall such medical leave exceed two (2) years or length of continuous service prior to leave, whichever is less, at which time the employee's service with the Company will be terminated and the employee will receive termination pay based on their continuous service before they commenced the medical leave, as follows:

a) Six (6) months to one (1) year of continuous service, one (1) week's pay.

b) More than one (1) year to five (5) years of continuous service, two (2) weeks' pay.

c) More than five (5) to six (6) years of continuous service, six (6) weeks' pay.

d) More than six (6) years of continuous service, three (3) weeks' for each two (2) years of service up to a maximum of twenty-six (26) weeks.

Section 3.

If the absence is in excess of two (2) years because of what is determined by the WCAB to be a work related injury to the extent required by applicable law, the leave is extended until the employee is able to return to work or is determined to be permanently disabled.

Section 4.

The Company recognizes and agrees to maternity leave. Employees will be granted leave for up to six (6) months, or such longer period as may be available under applicable state and federal family and medical leave and pregnancy disability laws. Maternity leave will not commence until after State Disability Insurance Benefits end.

An employee returning from maternity leave shall be entitled, upon not less than two (2) weeks advance written notice, to be reinstated to her former position consistent with the provisions of Section 6 hereof. While an employee is on an approved maternity leave, the employee will not lose group medical and related benefits under Article XVI.

Section 5.

Military leave for employees entering a branch of the United States Armed Forces and the re-employment rights of such employees will be handled and be determined in accordance with Federal Law.

Section 6.

Leaves under this Article will count toward leaves provided for under state or federal laws including but not limited to FMLA / CFRA / PDL and California's "Kin Care" law. However, if this Agreement provides more leave time than state or federal law, the Agreement will prevail.

An employee will not be required to utilize any form of compensation, including but not limited to; sick leave, vacation, holiday pay, floating holidays / personal days, etc. during a leave of absence. Vacation, sick leave or floating / personal days may be used in conjunction with leaves of absence at the employee's option.

Section 7.

An employee returning to work from an authorized leave of absence will return to the job held at the time the leave was granted if his seniority so entitles him, or to other jobs in accordance with the provisions of Article XIII.

Section 8.

Male employees will be allowed one (1) day off at normal rate of pay including shift differential for birth of child if the birth occurs on a day when the employee is scheduled to work.

Section 9.

Employees will be allowed one (1) day off with pay for marriage at the normal rate of pay, including shift differential, if the marriage occurs on a day when the employee is scheduled to work.

ARTICLE XX – SICK LEAVE

Section 1.

a) Each employee will be entitled to thirteen (13) days sick leave with pay per year given each anniversary date. New hires, upon completion of ninety (90) days probationary period, will receive pro-ration of 1.08 days each month until reaching their first anniversary date.

b) Sick leave benefits will be calculated from employee's date of hire.

Section 2.

Sick leave benefits may be accumulated up to but not exceeding a maximum of one hundred thirty-two (132) days.

Employees may elect to cash out sick leave accrued that exceeds ninety (90) days. Payment, including shift differential, shall be made as of the end of each calendar year. Payment will be made no later than the following January 31st.

Section 3.

Sick leave will be granted only when there is a bonafide illness or accident, and the Company may require reasonable proof of same. If an employee must be absent, he is required to telephone or by other means report his illness or accident to his supervisor, (or other designated Company representative if the supervisor is unavailable at the time) not later than his assigned starting time for that day. If the absence is of prolonged duration, he should notify his supervisor periodically as to his probable date of return to work.

Section 4.

Employees who are eligible for California SDI must submit claim forms to California SDI as necessary to obtain coverage. Employees may elect to take sick leave in addition to SDI. If they do, the sick leave benefit will be integrated with SDI. Employees will be charged the exact number of sick leave hours it takes to make up the difference between SDI and a full day's pay. The employee may not be paid more than a full day's pay.

Section 5.

Sick leave will be payable only with respect to a workday in which the employee who, but for the illness or injury, would have worked.

Section 6.

Employees and their dependents shall schedule dental or doctor's appointments outside working time whenever practicable. If scheduling such appointments outside working time is not practicable, employees will be allowed time off with pay up to thirty

(30) hours in each calendar year for bona fide dental or doctor appointments on written proof from doctor or dentist. Any time off for a doctor or dental appointment in excess of two (2) hours per visit or the maximum allotment of thirty (30) hours per calendar year shall be deducted from sick leave pay, and if there is no available sick leave, will be unpaid time off. If the employee did not attend the scheduled appointment, then pay for the missed working time shall be deducted from the employee's paycheck. Medical appointment time cannot be carried over into a different year or cashed out.

If there is evidence of abuse of doctor visits during working time, the Company may request the employee to authorize the doctor's office to confirm that the employee in fact went to the doctor's office for the doctor's appointment. If the employee refuses to authorize such confirmation by the doctor's office, the doctor visit will be paid out of the employee's sick leave, and if there is no available sick leave, will be unpaid time off.

Section 7.

The employee, at the time of retirement will have the right to cash out accrued sick leave at one hundred percent (100%) of his job rate of pay including all shift differential and flex premiums, or use all sick leave as an early out.

Section 8.

If an employee becomes totally disabled for a period of in excess of ninety (90) days, the employee may qualify for a Long Term Disability ("LTD") benefit. The LTD benefit, payable monthly will be calculated at no less than seventy percent (70%) of the preceding month's gross base pay, plus applicable shift differential, and will be paid so long as the employee remains totally disabled without reduction for a benefit period to no less than normal retirement age or until the employee is no longer disabled, whichever comes first.

The Human Resource Department will provide the necessary claim forms.

ARTICLE XXI – FUNERAL LEAVE

Section 1.

In the event of absence because of the death and funeral of spouse, domestic partner (same sex only, affidavit of committed exclusive relationship and joint financial responsibility required), parent, child, mother-in-law, father-in-law, grandparents, grandparents in-laws, grandchildren, brother or sister, or step family members, the employee shall receive a maximum paid leave of three (3) days (except where the funeral is held beyond a radius of three hundred (300) miles from the employee's place of employment, in which event the employee shall receive a maximum paid leave of five (5) days) at his regular rate provided that proof of relationship of the deceased and attendance of the employee at the funeral satisfactory to the Company may be required. NOTE: seven (7) calendar days outside of U.S.

Section 2.

Employees will be granted time off from work without loss of their regular pay for the death of a relative not a member of their immediate family, but not to exceed one (1) work day provided that proof of relationship of the deceased and attendance of the employee at the funeral satisfactory to the Company may be required. This includes aunt, uncle, niece, nephew, other in-laws, and step family members.

Section 3.

Bereavement leave pay will not be paid in addition to any other allowable pay for the same day, such as holiday pay, sick pay, etc. The only exception to this is on vacation; in which case, additional vacation days may be granted to compensate for those days used as bereavement leave.

Section 4.

The pay provided for under this Article shall apply only on days during which the employee affected would otherwise have been scheduled to work.

ARTICLE XXII – JURY DUTY

Section 1.

Employees who have completed their probationary periods and are called for Jury Duty will, upon presentation of their jury pay voucher, receive for each day of service, the difference between their regular straight time pay for such day and the amount received for jury service to a maximum of ten (10) working days in a thirteen (13) month period.

ARTICLE XXIII – MILITARY LEAVE

Section 1.

Employees who are in the National Guard or other military reserve and who are required to participate on active duty will receive the difference between their regular straight time rate of pay for days of work necessarily missed because of such active duty and their government pay, not to exceed fifteen (15) calendar days in any calendar year. This shall not be counted against vacation time. The employee must furnish an official statement of earnings received from the government before salary adjustments can be made. Employee's option to use any other earned benefits (e.g., sick leave, holidays, vacation) during such leaves.

ARTICLE XXIV – HEALTH AND SAFETY

Section 1.

The Company shall continue to make reasonable provisions to the health and safety of its employees during the hours of their employment in accordance with all State and Federal safety laws and shall have a building evacuation drill at least annually.

Section 2.

An employee may not be required to perform a work assignment if the employee has a good faith belief based on objective facts, which would lead a reasonable person to conclude that such work assignment would cause immediate physical injury to the employee.

The employee or shop steward shall bring the question of health and safety to the attention of management in immediate charge of the operation. If agreement cannot be reached the Business Agent shall be called.

If an employee is instructed by the Company due to an emergency situation posing a potential physical risk, or is required by law (i.e. curfew), to leave the work place or not to report to work for their assigned shift, the affected employee(s) will be paid at their regular rate of pay (including shift differential) for the first day of absence. Additionally, employees may use at their option, sick leave, vacation, or other accrued time to supplement said time off. Any time off due to an emergency will not be considered a break in service for purposes of providing Health and Welfare benefits or for the calculation of Pension benefits as outlined in Article XIII.

Section 3.

If the Company requests employees to stand by at the facility after the arbitrator has ruled a picket line to be a lawful primary bona fide picket line, the Company will pay the employees for such "stand-by" time until relieved by the Company.

Section 4.

Whether any other standby time is justified under this Article and thus payable, shall be subject to the Grievance Procedure.

ARTICLE XXV – EDUCATIONAL REFUND

If an employee, at the request of the Company, attends an accredited school approved by the Company to improve his knowledge or skills directly related to his present position, or a future position he could reasonably expect to hold, the Company will assist the employee by tuition refund. To qualify for reimbursement, the employee must secure proper written approval in advance from his department manager prior to taking the course. The Company shall have the sole discretion as to whether to grant or withhold such approval. Reimbursement will be applied in the following manner. Two-thirds (2/3) of the tuition and fees reimbursed at the successful completion of each course; an additional one-third (1/3) will be paid upon proof of completion of degree program. The employee must furnish a receipt of tuitions paid.

Employees who leave the employment of the Company within one year of having received the tuition and fees shall be required to pay back one-half (1/2) of the tuition and fees, if so requested by the Company.

ARTICLE XXVI – MEAL AND TRANSPORTATION ALLOWANCE

Section 1.

If an employee is requested by the Company to use his or her private vehicle on Company business or if an employee must work on a Saturday, Sunday or holiday, not his or her regularly scheduled workday, the employee will receive reimbursement for public transportation costs, or will be reimbursed at the rate of the IRS allowance per mile plus parking charges and bridge tolls.

Section 2.

A five dollars ($5.00) meal payment will be made to any employee working two and one-half (2½) or more hours overtime beyond the regular shift. If overtime occurs on weekends or holidays, not his regularly scheduled workday, the employee will be reimbursed five dollars ($5.00) for lunch and five dollars ($5.00) for dinner, provided the meal period falls within the hours worked and he or she is required to work three (3) hours or more.

Section 3.

The Company will continue to provide parking for all employees, including temporary employees, at no cost to them. The parking provided by the Company will be in the present facility.

Employees who will utilize public transportation shall be reimbursed those expenses, in lieu of parking, up to the amount of the provided parking.

The Company will provide paid parking for one car, for employees who car-pool. If however, an employee who normally car-pools drives their own car, parking will be reimbursed upon verification of charges.

ARTICLE XXVII – DISCIPLINE AND DISCHARGE

Section 1.

It is agreed that the Company has the right to discipline and discharge employees for just and proper cause. A verbal warning and two written warnings will be given for the same offense before an employee is discharged, unless the severity of the offense requires discharge at an earlier stage. Prior to any termination of an employee, the Union Business Agent will be notified immediately in writing and acknowledged.

Section 2.

Any employee who believes he has been wrongfully discharged shall have the right to secure a review of such discharge by making a written request to the Company for reinstatement not later than five (5) working days from the date of discharge. In those cases where application for reinstatement is made, unless the Company within three (3) working days notifies the former employee that he has been reinstated, the matter will be subject to immediate arbitration if so requested by the Union.

Section 3.

The Company will not rely on any prior discipline issued more than eighteen (18) months prior to the discharge in support of said discharge and will remove such discipline from the file eighteen (18) months after issuance. Any discipline that exceeds eighteen (18) months in issuance shall not be admissible for evidence in any grievance procedure, except to contradict the testimony of any employee who, on his or her own, puts their personnel records, prior to eighteen (18) months, into issue. The eighteen (18) month period referred to in this Section, shall be extended for any period the employee is on any leave of absence in excess of thirty (30) calendar days. No formal performance evaluations will be conducted on Bargaining Unit Employees except during the probationary period as outlined in Article XIII, Section 1 of the Collective Bargaining Agreement. Copies of all written discipline placed in an employee file or provided to the employee must be sent to the Union Business Agent.

ARTICLE XXVIII – UNION VISITATION RIGHTS

An accredited representative of the Union will have the right to visit the place of work of the employees covered by this Agreement. The Union and its representatives agree to respect and preserve the confidential character of work of the Company and to avoid interference with the performance of work in the office.

ARTICLE XXIX – BULLETIN BOARDS

Section 1.

The Company will provide bulletin board(s) accessible to all union employees for use by the Union for posting the following:

a) Notices of Union and other recreational and social affairs.

b) Notices of Union elections.

c) Notices of Union appointments and results of Union elections.

d) Notices of Union meetings.

e) Posting of job bidding information.

f) Current Seniority List.

g) OCU news related to bargaining unit employees.

h) Such other notices as may be mutually agreed upon.

Copies of all notices shall be forwarded to the Company by the Union prior to posting.

Section 2.

All company rules and regulations regarding the distribution of written material in work areas during working hours shall apply, except as modified by paragraph one (1) above.

ARTICLE XXX – DISTRIBUTION OF AGREEMENTS

The Company will provide each employee in the Bargaining Unit with a copy of this Agreement. The Union will type it within thirty (30) days of agreement and provide an electronic version of the agreement to the Company. The Company will duplicate and distribute it within thirty (30) days of receipt from the Union.

ARTICLE XXXI – STAFFING

Section 1.

The headcount reflected in Exhibit B will not be increased unless there is a genuine workload need.

Section 2.

The Job Classifications and Job Descriptions, attached in Exhibits "B" and "C", provide an overview of the functions and responsibilities of each job. (A precise listing of each and every possible function that may be required to be performed to carry out one's duties is impractical to prepare.) Where the classifications consist of more than one employee position, an employee may not necessarily perform all of the functions listed in the job description. The Union agrees to cooperate in good faith in the temporary reallocation of staff according to workload requirements in order to ensure efficient performance of the work.

ARTICLE XXXII – LAYOFFS

Notwithstanding any other provision of this Agreement, the Company agrees that, for the term of this Agreement only, there will be no layoff of bargaining unit employees covered by this Agreement for any reason, unless the Union agrees.

ARTICLE XXXIII – VALIDITY AND SEPARABILITY

Section 1.

No provision of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

Section 2.

In the event any provision of this Agreement is at any time declared invalid by a court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, which shall remain in full force and effect.

ARTICLE XXXIV – SUCCESSOR CLAUSE

Section 1.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Should the Company sell, lease, transfer or assign all or part of its operations covered by this Agreement to any purchaser, transferee or assignee, such entity must be advised by the Company of the existence of this Agreement, including the obligations set forth in this Article. Such notice will be in writing, with a copy to the Union, at least sixty (60) days in advance of the effective date of the transfer. If said entity fails to assume this Agreement, on the effective date of transfer the Company will pay the terminated permanent employees severance pay in the amount of their regular hourly pay (including any shift differential) for twelve (12) months, and will provide the employees with continued medical insurance benefits for a period equal to the months of severance pay. In addition, the Company shall be liable to the Union and to the bargaining unit employees covered by this Agreement for all damages sustained as a result of such failure to assume the terms of this Agreement for the life thereof, but shall not be liable after the purchaser, transferee, or lessee has assumed the Agreement. In any action, including grievance and arbitration, brought to enforce the terms of this Article, the prevailing party shall be entitled to recover its costs, including attorneys' fees.

Before the Company closes, sells, leases, transfers or assigns all or part of the operations covered by this Agreement, the Company shall give the Union sufficient advance notice of such action to permit the parties to bargain in good faith about any matters not covered by this Agreement. Notice shall be in writing and shall be at least sixty (60) days in advance of the effective date of the transfer. Either party may raise any issue not provided for by this Agreement.

Should the parties reach an impasse at any time, then Article VII shall be waived and either party may initiate a strike or lockout.

In the event all or part of the operations covered by this Agreement are sold, leased, transferred, assigned or taken over by receivership or bankruptcy proceeding, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof, unless modified by agreement of the parties or by court order.

The Company shall not enter into any joint venture, partnership, merger, restructuring, consolidation, or the like, with any other entity without ensuring that the bargaining unit work and staffing levels ("headcount") are maintained at no less than the levels that exist as of the effective date of the transfer.

Section 2.

In the event the Company extends or transfers all or part of its operations covered by this Agreement to another location, or ceases to perform bargaining unit work, and

thereafter resumes such work, bargaining unit employees must be offered the first opportunity to follow their work, and this Agreement shall apply to the performance of all such bargaining unit work, or any portion thereof. The remedy for violation of this section shall be a "time in lieu" as described in Article VI, Section 2.

Transfers covered by this Article include, but are not limited to, stock sales, exchanges, mergers, consolidations, acquisitions, transfers, spin-offs, leases, and joint ventures by which bargaining unit work or any portion thereof is transferred.

Section 3.

This Agreement shall apply to all newly acquired, newly established, or consolidated facilities or locations where bargaining unit work is transferred, wherever located, to the fullest extent permitted by law.

Section 4.

The Company agrees it will not sell or cease business, transfer work, restructure or eliminate jobs covered by this Agreement for the purpose of avoiding the Union's representation rights or otherwise evading its obligations pursuant to this Agreement.

Section 5.

Corporate reorganizations occurring during the term of this Agreement shall not relieve the Company or the reorganized entity of the obligations of this Agreement for the life thereof.

ARTICLE XXXV – SCOPE OF WORK

Section 1.

It is the intent of the parties to permit the Company to remain technologically competitive and meet its client's needs so long as work opportunities now and in the future are preserved for the employees employed within the bargaining unit identified in Article I to perform bargaining unit work or functions generally described in the job descriptions attached to this Agreement. As new technologies develop or existing technologies are modified, bargaining unit employees will be trained and assigned to perform such bargaining unit work or functions, resulting from such technologies.

To administer this Article, the Company and Union will follow the following three steps prior to its implementation of any new technology or modification to existing technology that changes bargaining unit work.

Step One:

A. At least thirty-five (35) days prior to such implementation, the Company will provide the Union with a letter with the following information:

1) Area of bargaining unit work or functions (including job classifications) likely to be affected,
2) Details of each step of current work process,
3) A statement as to whether that step will or will not change,
4) A diagram or flowchart describing the change,
5) A general description of the software and hardware to be used in connection with the change,
6) An outline of the training to be offered to bargaining unit employees to enable them to fully perform the changed work process,
7) Other information not specified above that reasonably would be required for the Union to evaluate how the change is likely to impact bargaining unit work or functions, and
8) A statement as to whether the test environment for the interactive demonstration will be in an actual production environment.

B. No later than fourteen (14) days prior to the implementation, the Union will be provided an opportunity to observe a live, interactive demonstration, at the Company's facility, in a test environment which would represent a real time situation. By mutual agreement of the Union and the Company, the test may be deferred to a later date.

Step Two: Within fourteen (14) days of the Union's receipt of the letter in Step 1, the Union will advise the Company in writing of any questions they have regarding, or any objections to such implementation.

Step Three: Within seven (7) days of the Company's receipt of the Step 2 letter, the

Company will make a good faith effort to answer the questions, including providing written responses upon Union request, and resolve any differences regarding implementation of the new technology.

Step Four: The Company may implement the new technology after the completion of Step 1A and Step 1B within the times provided therein. If, at any time after the Step 1B demonstration, the Union has additional questions about the implementation, the Union and the Company will meet and mutually make a good faith effort to resolve any differences regarding implementation of the new technology, and to discuss any bargaining unit work or functions resulting from the implementation of such technology, related training to be offered, and whether other work may be assigned to the bargaining unit employees.

If the Union believes that the implementation has or will violate the Agreement, the Union may file a written grievance, but no later than twenty (20) days following such implementation. The Union's grievance will set forth how the implementation has or will violate the Agreement.

Upon request of the Union following its filing of a grievance as provided in Step 4, the Arbitrator will hold an arbitration hearing within twenty-one (21) days and issue a decision within thirty (30) days of the hearing. If the Arbitrator determines the implementation has violated the terms of this Agreement, he may order an appropriate remedy, including time in lieu payments, and restoration of the status quo ante, so long as it is consistent with the intent of this Article.

Step Five: Either party may appeal the arbitrator's decision to the Coast Arbitrator within ten (10) days of receipt of Arbitrator's decision. The Coast Arbitrator will issue his final decision within thirty (30) days of receipt of the appeal.

Section 2.

The Company agrees it will not permit or allow others, including but not limited to vendors or non-bargaining unit employees, to perform bargaining unit work or functions via modem, router, internet, intranet or network connection (regardless of the means of connection whether hardwire or wireless), or other electronic means; provided however, that non-bargaining unit employees may continue to perform non-bargaining unit work or functions using new technology.

Bona fide customers who require the Company to do so may enter data for the limited purpose of completing bills of lading or placing booking orders, subject to review and correction by bargaining unit employees, as necessary, and may access data for purposes of verification, tracking, and review, but not to displace bargaining unit employees.

This Agreement does not prevent changes in the work process as the result of new technology. It is not required for data to be re-entered.

If the Union has reason to believe the Company is violating this Section, the Union will request a meeting with the Company's key labor relations representative, which

meeting will take place within fifteen (15) days of such request unless mutually agreed to a later date. At such meeting, the Union will explain its position to the Company. In response, the Company will provide its explanation. If the Company agrees with the Union's position, it will propose remedial action. If it does not, it will provide at that meeting and/or at a follow-up meeting within fifteen (15) days, any documents or other information which supports its belief that no violation of this Section occurred and the Union will do the same regarding its belief that a violation has occurred. If the Union does not agree to the remedial action proposed and if necessary to resolve the issue, the Company will provide appropriate access to relevant Company systems, including audit trails or database update histories related to the issue in dispute.

Should such good faith discussions by each party fail to resolve the Union's belief, the Union may then file a grievance pursuant to Article XIV.

Section 3.

In the event new clerical processes, documents, methods, systems, equipment, or other changes in clerical operations are developed, introduced or used by the Company which replace, modify or add to existing clerical operations or work currently covered by this Agreement, the Union will be provided reasonable notice and bargaining unit employees shall be assigned to perform such new or modified work and shall be trained to perform such new or modified work as required.

Section 4.

This Agreement shall apply to all new or existing office clerical work or functions that have been traditionally performed, or are functionally similar to those performed by bargaining unit employees.

Nothing in this Article or Article XXXIV shall be interpreted to preclude the Company from continuing to employ the types of technology and methods of utilizing technology that the Company currently employs, which do not violate the terms and conditions of this Agreement, including but not limited to Electronic Data Interchange ("EDI").

Section 5.

The Company will not permit its proprietary or licensed software, data, hardware, equipment or facilities, to be used by others to perform work or functions that replace work or functions being performed by bargaining unit employees.

Bargaining unit work or functions may be eliminated only as a result of labor-saving devices and technologies implemented in accordance with Section 1, above, and not as a means to achieve labor cost savings by allowing non-bargaining unit employees to perform bargaining unit work or functions.

Section 6.

In addition to the Company's commitment not to layoff for any reason in Article XXXII,

during the term of this Agreement, there will be no layoffs due to implementation of technology.

Section 7.

The Company will not transfer or reassign, or allow the transfer or reassignment of any portion of work covered by this Agreement to any other entity, facility or location without the consent of the Union. The Union's consent shall not be unreasonably withheld.

Section 8.

The transfer of bargaining unit work or control of bargaining unit work to any entity of substantially identical ownership, management, business purpose, or function, e.g., parent, subsidiary, etc., whether or not on the dock where bargaining unit work is being performed, without the Union's consent is specifically prohibited by this Agreement. The Union's consent shall not be unreasonably withheld.

Section 9.

Information made available to customers on Company systems or communications will contain contact information for bargaining unit employees where the communication reasonably relates to bargaining unit work.

Section 10.

Bargaining unit employees will be given access at their workstations to information on Company websites and portals as necessary to answer inquiries they receive about their bargaining unit work.

The Company will also provide internet access on the computer at their workstation during non-working time, i.e., off duty meal periods and breaks. Employees must comply with the same Company policy covering internet use that applies to other hourly employees; provided, however, that any disciplinary action is subject to Articles XXVII and XIV.

Section 11.

No provision in this Agreement shall be interpreted to acquire work for the bargaining unit over which the Company does not have the right of control.

ARTICLE XXXVI – EMPLOYMENT CONDITIONS FOR TEMPORARY PERSONNEL

Section 1.

a) If the Company needs to hire an additional employee to replace an employee who is on vacation, medical leave, or other bonafide leave(s) of absence, such employee will not earn seniority rights. However, after six (6) months of temporary employment, such employee will begin accruing sick leave and vacation benefits from their first day worked, through the duration of their temporary employment.

b) If the Company needs to hire an additional employee to fill a position created by a special project or temporary excess of work such employee will not earn seniority rights. Should the vacancy exceed thirty (30) days, the job will be posted per Article XIII. After thirty (30) days of employment such employee will begin accruing sick leave and vacation benefits from their first day worked, through the duration of their temporary employment. Such temporary employment will not exceed six (6) months in duration, except by mutual agreement.

c) Article XVI benefits will be provided to a temporary employee if he or she works eight hundred (800) hours at any of the Companies participating in the OCU Health and Welfare Trust ("Trust") during a six (6) consecutive calendar month period determined in accordance with the Trust rules. Such temporary employees will be eligible for such coverage for the six (6) consecutive calendar months that follow that qualifying six (6) month period. The premiums or other amounts the Trust charges for this coverage will be paid by the employers for whom the temporary employee worked during the qualifying six (6) month period, in proportion to the hours the employee worked for them during that period.

d) All earned but unused sick leave and vacation benefits earned by temporaries will be payable immediately when earned or employee is released from temporary employment.

e) Parking for temporary employees will be at no cost to them the same as provided in Section 3, Article XXVI.

f) If during an assignment, the Company agrees to allow a temporary employee(s) to take time off from their assignment, it will not be considered a break in service for the purposes of calculating time to achieve benefits as described in a and b above.

Section 2.

All temporary employees who have attained permanent status with an employer signatory to a Local 63 O.C.U. contract will be paid at the full job rate.

a) Temporary employees who were on the Local 63 O.C.U. dispatch list on or before June 30, 2001:

0 – 99 days*	$1.50 less than job rate
100-199 days*	$1.00 less than job rate
200 + days*	Full job rate

b) Temporary employees who are on the Local 63 O.C.U. dispatch list on or after July 1, 2001:

0 – 99 days*	$6.00 less than job rate
100-199 days*	$3.00 less than job rate
200 + days*	Full job rate

* Days dispatched to an employer signatory to a Local 63 O.C.U. contract.

Section 3.

Employment of temporary personnel will not cause erosion of the bargaining unit through demotion or layoff.

Section 4.

Temporary employees who are assigned to replace an employee who is on leave or an additional employee as outlined in Section 1 (a) and (b) above, will receive holiday pay as outlined in Article XVII - Holidays, Section 6. If a temporary employee is to receive holiday pay, such person must work or be paid by the Company (i.e. sick leave, vacation) for three (3) days during the week of the holiday, not counting reasonable reporting time on the first day of the assignment.

Section 5.

Temporary employees dispatched in accordance with Article III will remain for the duration of the original assignment unless the temporary employee is unsatisfactory. This does not limit the Company's ability to use a floater who is or becomes available to fill a vacancy.

ARTICLE XXXVII – GOOD FAITH GUARANTEE

As an explicit condition of this Agreement, the Company, the Union, and the employees covered by this Agreement are committed to observe the Agreement in good faith. The Union and the Company will observe this commitment without resort to gimmick or subterfuge.

ARTICLE XXXVIII – DURATION

This Agreement shall become effective on the day first above written and shall remain in effect through **June 30, 2023**, and shall continue in effect from year to year thereafter unless either party gives written notice to the other of a desire to modify or terminate the same at least sixty (60), but not more than seventy-five (75) days prior to the expiration date, in which case negotiations shall commence within ten (10) days after receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

ARTICLE I – RECOGNITION

Regarding Relocation Agreement

For the term of this agreement, ZIM-American Integrated Shipping Services Company, LLC agrees to not relocate outside of a fifteen (15) mile radius of its prior office location at 555 East Ocean Blvd, Suite 700, Long Beach, CA 90802 without the written consent of the Union. Such request to go outside of fifteen (15) mile radius will not be unreasonably withheld.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

ARTICLE IX - HOURS OF WORK AND OVERTIME

At the employee's option and with prior notification, the hours of work for employees with small children will be 8:00 a.m. through 4:30 p.m. or 8:30 a.m. through 5:00 p.m., Monday through Friday, with a normal lunch period from 12:00 p.m. to 1:00 p.m. This is to continue until their children reach the age of five (5).

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

DATE 6/17/19

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MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

DATE 6-17-19

SIDE LETTER OF AGREEMENT

ARTICLE XXII – JURY DUTY

If an employee is called for service twice in any two (2) year period, the employee will immediately advise the Company, which shall have the right to advise the Court in writing of such multiple service and the Company's Collective Bargaining Agreement compensating jury service up to ten (10) days every two (2) years, and request cancellation or deferral of the service. Only if the Court rejects the request and insists on such multiple service will the Company pay up to ten (10) additional days for such multiple service.

If the employee begins a jury trial which is expected to last for two (2) weeks or less, and such jury trial ends up requiring the employee to miss more than ten (10) working days, the Company will in those circumstances pay for the additional straight time which the employee is required to miss in order to complete such jury trial.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
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LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

ARTICLE XXVI – MEAL AND TRANSPORTATION ALLOWANCE

The Company shall provide parking for all employees, at no cost to them, including parking cards that have to be purchased separately and if any cost to replace card due to wear and tear.

The parking provided by the Company will be in the present facility as management unless the employee chooses to park in another location, and will be reimbursed up to the amount of the provided parking.

Employees who will utilize public transportation shall be reimbursed those expenses upon presentation of a valid receipt, up to the amount of the provided parking.

The Company will provide paid parking for one car, for employees who car-pool. If, however, an employee who normally car-pools drives their own car, parking will be reimbursed upon verification of charges.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
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LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

VESSEL BOARDING AGENT

When Zim Shipping Line vessels are scheduled to regularly call at the Port of Los Angeles or Port of Long Beach (the "Ports"), the Union and Company agree that the position of Vessel Boarding Agent shall be reinstated and posted. In such event, the Vessel Boarding Agent shall perform the following duties:

Vessel Boarding Agent Duties and Responsibilities:

- Attend to husbanding of vessels, including pilots, tugs, linesmen and arrangements with authorities and brokers.
- Coordinate with various agencies and vendors on matters related to repairs, stores, bunkers and medical requirements for the ship and crew and on matters as required by Technical Department and Vessel Owners.
- Crew Changes: Carry out Immigration & custom Procedures, Arrange transportation, hotel accommodations etc…
- Collect, organize and update information related to operations and transmit to all parties concerned.
- Advise all parties concerned on vessel's arrival and information inclusive of loaded/discharged containers and all pertinent information.
- Prepare reports for PMA, U.S. Immigration, U.S. Customs and Sales Tax Authorities, as required.
- Cash to Master. Order and arrange pick-up of cash as requested by Masters and advisement by Management.
- Assist in preparation and distribution of stowage/bay plans as required.
- Assist in Husbanding Agent functions as required or directed.
- Physically attend vessel as required and directed.
- Create P.O. & Migo's related to port operations invoices

VESSEL BOARDING AGENT, continued

- Any other duties as required or directed.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

BOARDING AGENT, HUSBANDING AGENT & M&R CLERK

1. The hourly rate of pay for above-mentioned bargaining unit work will be in accordance with the attached Exhibit A.

   The Company will have the option to assign by seniority, trained and qualified office clerical bargaining unit employees on a rotating basis to perform such work as needed when any of the above employees are on vacation or leave, in which case such relief person will work and be paid in accordance with the terms of this side letter.

2. The Company agrees to provide to employees performing the above functions those items necessary to the performance of said functions including telecommunication devices, and reimbursement of legitimate expenses.

   The company will provide transportation to allow above employees travel in the terminal to perform their job. This includes transportation to off-dock facilities when required.

   In the event any of the above employees must use their own vehicle in the performance of their job functions and approved by management, they shall be reimbursed at a rate equal to the existing IRS rate plus 30 cents per mile.

ZIM-AMERICAN INTEGRATED SHIPPING SERVICES COMPANY, LLC	OFFICE CLERICAL UNIT MARINE CLERKS ASSOCIATION LOCAL 63, I.L.W.U.
Tom Schneid, VP, Human Resources	John Fageaux, Jr. – President
	Dawn Feikema – Vice President
DATE 6/17/19	DATE 6-17-19

MEMORANDUM OF UNDERSTANDING

REGARDING BOARDING AGENTS AND HUSBANDING AGENTS

1. For the term of this Agreement, in addition to the duties as outlined in Exhibit C, the parties agree that Vessel Boarding Agent and Husbanding Agent will be responsible for boarding each Zim-owned vessel upon arrival and departure, provided, however, that the Company will determine the hours such work is performed.

2. The parties agree that the subject employee's perform a significant portion of their job duties on the vessel, while still maintaining a desk at their office.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/12/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

MEMORANDUM OF AGREEMENT

PERFORMANCE OF BOOKING WORK BY HUSBANDING AGENT

In accordance with the long-standing past practice, the Union and the Company agree that for the term of this Agreement employees in the position of Husbanding Agent shall be required to perform Booking Clerk job duties as directed by the Company.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

DATE 6/17/19

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

DATE 6-17-19

SIDE LETTER OF AGREEMENT

PHONE SYSTEM – LUNCHTIME

The Parties agree to the following:

If the Company utilizes an auto attendant (answering machine) during lunch hour, the switchboard operator will distribute all messages upon returning from lunch hour. The process can only be used during lunch, after hours and on holidays when the office is closed.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
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Dawn Feikema – Vice President

6-17-19
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SIDE LETTER OF AGREEMENT

EXHIBIT "C" – JOB DESCRIPTIONS

Employee job descriptions cannot be changed, altered or modified without the written consent of the Union. Such consent will not be unreasonably withheld.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

JOB DESCRIPTIONS IN THE SALES DEPARTMENT

With regard to the Sales Department Job Descriptions, it is understood and agreed that various functions may be performed by non-bargaining unit employees in the course of normal operations, without violating Article VI, Section 1.

Under no circumstances, will the above be the cause of the Company eliminating the Sales Department bargaining unit jobs in favor of non-bargaining unit employees.

This understanding is for the purpose of protecting the job security of the Sales Department's bargaining unit employees.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

West Coast Branch in this Contract is referring to the States of Arizona, California, Nevada, Oregon, Utah and Washington.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

SIDE LETTER OF AGREEMENT

ELECTRONIC PAYROLL

In order to ensure proper payment of employees in accordance with the contract, secure compliance with wage and hour laws, and increase administrative efficiency, the Company has implemented U.S.-wide, a fully-integrated automated system to collect payroll-related data used in the formulation and creation of payroll records, processing of reports, and issuance of paychecks/stubs.

Employees will be required to sign in at the beginning and sign out at the end of their workday on their respective computers.

This system will be used to provide accurate, real-time accounting of employee paid time-off balances and reduce processing burdens and accounting discrepancies. The information provided by the system will not be used for any disciplinary purposes.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/12/19
DATE

OFFICE CLERICAL UNIT
MARINE CLERKS ASSOCIATION
LOCAL 63, I.L.W.U.

John Fageaux, Jr. – President

Dawn Feikema – Vice President

6-17-19
DATE

MEMORANDUM OF UNDERSTANDING

The Company agrees that effective October 2, 2007, Jeff Han became a member of the bargaining unit and is covered by the collective bargaining agreement. Jeff Han's position is Husbanding Agent. Jeff Han's placement in the bargaining unit resulted in an increase in the headcount for Husbanding Agent in Exhibit "B" from one (1) to two (2). All of Mr. Han's OCU benefits will be calculated using his original date of hire with ZIM. All of Mr. Han's seniority rights are based on his Union membership date of October 2, 2007.

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SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
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John Fageaux, Jr. – President

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6-17-19
DATE

MEMORANDUM OF AGREEMENT

ARTICLE XXXI – STAFFING

The Union and the Company agree that the headcount reflected in Exhibit B will not be decreased except by attrition (i.e., resignation, death, retirement or disciplinary action termination, unless the Union objects to attrition due to a disciplinary action); provided, however, that the attrition allowed by this MOA shall not exceed two (2) employees for the term of this Agreement, unless the Union agrees to a further attrition of an additional two (2) employees, which agreement will not be unreasonably withheld.

The Union and the Company agree that the headcount reflected in Exhibit B will increase if the Company agrees there is a genuine workload need, which agreement will not be unreasonably withheld.

The total headcount shown in Exhibit B is as of July 1, 2019. The attrition of up to four (4) employees as allowed or agreed to by the Union, as provided above, shall be applied to the first up to four (4) employees of the Company who create a vacancy eligible for attrition under this MOA, and the Company shall have the right to fill that vacancy and designate another position for elimination as a result of the attrition.

The requirements of Article III, Section 2 and Article XIII, section 4(a)(2) shall not apply until the Company has reached the attrition allowed or agreed to by the Union, as provided above, unless the Company determines there is a genuine workload need to fill the position before reaching the attrition allowed or agreed to by the Union, as provided above, in which case the allowed attrition may be reserved for use in connection with the subsequent vacancy.

ZIM-AMERICAN INTEGRATED SHIPPING SERVICES COMPANY, LLC	OFFICE CLERICAL UNIT MARINE CLERKS ASSOCIATION LOCAL 63, I.L.W.U.
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	Dawn Feikema – Vice President
6/17/19	6-17-19
DATE	DATE

MEMORANDUM OF UNDERSTANDING

If TWIC, access or similar identification card is required, the Company will promptly reimburse regular employees for the cost. Regular employees will also be reimbursed for the cost of a required renewal of the TWIC or similar identification card.

The use of these security cards or devices will not be for timekeeping purposes except to the extent required by government security requirements.

Temporary employees will be reimbursed by the Company for the cost of initially obtaining or required renewal of a TWIC or similar identification card, needed to enter the Company's facilities once they have worked thirty (30) days for the Company.

ZIM-AMERICAN INTEGRATED
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Tom Schneid, VP, Human Resources

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MEMORANDUM OF UNDERSTANDING

Early Retirement Incentive Program

The employer agrees to provide lump-sum retirement incentive payment in the amount of $50,000 to the first two (2) retirement eligible employees who retire prior to August 31, 2019, on the following terms and conditions:

1. The employees must sign a voluntary and irrevocable agreement to retire within twenty (20) days after ratification of this Agreement; and

2. The actual retirement date must be no later than August 31, 2019, and employees who elect to accept the incentive may not use paid time off benefits accrued/unused to extend their retirement past August 31, 2019, or as an early-out, unless the Union agrees that the positon need not be filled during the early-out period. Accrued and unused paid time off benefits will paid in the final paycheck.

ZIM-AMERICAN INTEGRATED
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6-17-19
DATE

MEMORANDUM OF UNDERSTANDING

The new position of Floater Clerk - Booking/Operations shall be posted, and the Company shall have the right to select the bidder it determines to be the most qualified for the position taking into account seniority.

When the Floater Clerk - Booking/Operations position is filling in for a Booking Clerk or Husbanding Agent, the employee shall receive the premium pay rate for that position. The Floater Clerk - Booking/Operations shall not receive the premium pay rate when not performing Booking Clerk or Husbanding Agent duties.

ZIM-AMERICAN INTEGRATED
SHIPPING SERVICES COMPANY, LLC

Tom Schneid, VP, Human Resources

6/17/19
DATE

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6-17-19
DATE

EXHIBIT "A"
RATES OF PAY

Effective 07/01/19
3% Increase
$51.22 per hour
Boarding Agent, Husbanding Agent and Booking Clerk - $55.68 per hour

Effective 07/01/20
3% Increase
$52.76 per hour
Boarding Agent, Husbanding Agent and Booking Clerk - $57.35 per hour

Effective 07/01/21
3% Increase
$54.34 per hour
Boarding Agent, Husbanding Agent and Booking Clerk - $59.07 per hour

Effective 07/01/22
3% Increase
$55.97 per hour
Boarding Agent, Husbanding Agent and Booking Clerk - $60.84 per hour

EXHIBIT "B"
JOB CLASSIFICATIONS

	Head Count
EQUIPMENT CONTROL DEPARTMENT	
Floater Clerk - General	4
M&R Clerk	1
Equipment Control Clerk	2
SALES DEPARTMENT	
Inside Sales Coordinator/Pricing Clerk (f/k/a Sales Service Assistant)	3
CUSTOMER SERVICE DEPARTMENT	
Booking Clerk	2
Husbanding Agent	1
Vessel Boarding Agent	0
Export Documentation Clerk/Export Coordinator (f/k/a Outbound Clerk and includes former Rate Clerk duties)	5
Import/Intermodal Clerk (f/k/a Inbound Clerk)	5
Freight Cashier/Accounting Clerk (includes Receptionist duties)	3
Total Count:	**26**

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **EQUIPMENT CONTROL**
CLASSIFICATION: **FLOATER CLERK - GENERAL (4)**

Duties and Responsibilities:

- Perform all or any part of any job function as required and directed by management including but not limited to the following:
- Traffic – Inbound, Outbound and Freight Cashier
- Operations – Equipment Control, Intermodal, Marine Operations and M & R
- Marketing/Sales – Booking, Rates, Pricing and Customer Service/Telemarketing
- Administration – Switchboard, Accounting and Mail
- Forward misdirected e-mails to the proper recipient and advise sender of the correct address.
- Attend to outgoing mail.
- In charge of inspection and reloading the postage meter as needed.
- Relieve the receptionist during break periods or as required.
- Attend to the distribution of lunch room and office supplies. Take inventory of the supplies and advise Administration those that need ordering.
- Assist in other departments as required.
- Any other duties as required or directed.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **EQUIPMENT CONTROL**
CLASSIFICATION: **MAINTENANCE AND REPAIR CLERK (1)**

Duties and Responsibilities:

- Maintain contact with all West Coast maintenance and repair vendors/contractors and marine that perform work on ZIM equipment.
- Maintain IAS by maintenance and repair vendor of all serviced and repaired equipment, including pre-tripping and preventative maintenance of ZIM equipment. Verify invoices against IAS, IQ Ship / AgenTeam – SAP,P.O. AND MIGO process .
- Maintain AgenTeam data on all repaired equipment and perform appropriate back moves in IQ Ship/AgenTeam for all repaired equipment within the district.
- With the authorization of Regional Marine Manager and instructions from Assistant Vice President of Operations, schedule and implement loading of empty, damaged empty containers on ZIM vessels.
- Create manual AgenTeam P.O. and Migo for any repairs for vendors and depots within the district not set up in IAS system or any miscellaneous MNR activities not profiled in IAS.
- Review AgenTeam MNR IAS errors in order to insure accurate billing/invoicing by contractors/vendors within the district.
- Monitor AgenTeam MNR and IAS for pending repair approvals for contractors and depots in order for the applicable contractors and depots to process their billing through IAS.
- Assemble TIR's, damaged reports and repair invoices for billing to responsible parties.
- Coordinate, arrange and schedule inspections at terminals and off dock facilities, with photographs and prepare incident reports on damaged Zim equipment as directed.
- Maintain inventory of ZIM equipment spares as applicable including tires and tubes within the district.
- Under the direction of the Regional Marine Operations Manager, transmit orders, receive and deliver parts for ZIM reefers on dock and vessels.
- Under the direction of Regional Marine Operations Manager, assist marine operations staff in receiving and delivering vessel spares or other marine operations duties as required or directed.
- Assist customers with request dealing with information as applicable.
- Any other duties as required or directed by management.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **EQUIPMENT CONTROL**
CLASSIFICATION: **EQUIPMENT CONTROL CLERK (2)**

Duties and Responsibilities:

- Coordinate empty equipment release instructions as necessary within the district.
- Monitor and maintain equipment status information for equipment that has been loaded and discharged from ZIM vessels and/or slot-sharing partner vessels on the West Coast.
- Update ZIM IQ Ship / AgenTeam data files accordingly within the District.
- Coordinate and advise District Terminals regarding the loading of and discharging of empty containers.
- Monitor and maintain current status of all specialized equipment. (i.e. 20ft tri axle chassis and gen-sets)
- Coordinate and monitor the on/off-hiring of equipment and advise all parties concerned of actions/movements within the District.
- In conjunction with intermodal staff, monitor and maintain equipment pools in Off-Dock CY locations within the District.
- Coordinate with M&R clerk on all logistical matters for special equipment and requirements.
- Attend to all citation related matters on Zim operated equipment within the District.
- Assist booking staff regarding equipment requirements as necessary and directed. Monitor and release special equipment within the District in coordination with Booking Department and Export Documentation.
- Retrieve all relative IQ Ship / AgenTeam equipment control reports and distribute to all parties as directed.
- Monitor IQ Ship / AgenTeam and movement registration error reports (gate moves) and institute proper corrections for all terminals, depots, and off-dock CY locations within the District.
- Monitor, track and update over-age equipment.
- Assist customers and hauliers with per diem related inquiries and issues.
- Process requests for new or maintain, and retrieve TIR's and related records regarding insurance, chassis licensing, informational maintenance, etc.
- Update e-container-website for empty container return location.
- Monitor and track dwell time on aged pool chassis.
- Maintain up-to-date input, transmission and maintenance of equipment interchanges between terminals, and off-dock CY locations when NOT pertaining to ZIM Intermodal moves within the district.

- Input all equipment related District terminal reports.
- Dispatch empty equipment and bare chassis for repositioning within the district utilizing IQ Ship / AgenTeam and IMS and provide information as applicable to Intermodal for rail billing (if needed) purposes only.
- Assign and key in release numbers to truckers as authorized by management enabling pick-up of equipment from different CY depots and terminals within the District.
- Release and key-in all necessary information "for sale" and off hire equipment within the District.
- Receive/set-up haulier codes and process insurance requirements for new and current trucking companies.
- Monitor right fax arrival notifications sent to EQC from IMS, Intermodal and/or railroads in order to insure the timely dispatching hauliers for any empty equipment movement within the District.
- Assist with miscellaneous transportation and other departmental related functions as required or directed.
- Issue AgenTeam Logistics Requisition to hauliers and interface with IMS Transportation for all empty equipment moves, bare chassis moves and off hire moves.
- Issue IMS dispatch work orders to hauliers for chassis split reimbursement.
- Verify all export and empty containers in AgenTeam Actual Container Repository (ACR) module, close vessel and create applicable ACR "dummy" empty bookings.
- Load and close vessel in IQ Ship / AgenTeam vessel voyage plan module.
- Perform all Maintenance and Repair Clerk duties as assigned by management.
- Any other duties as required and/or directed by management.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **SALES**
CLASSIFICATION: **INSIDE SALES COORDINATOR/PRICING CLERK (3)**

Inside Sales Duties and Responsibilities:

- Receive, respond, attend, distribute, convey, sort, and file Department messages, faxes, reports and correspondence.
- Receive all initial inquiries or statements from outside personnel, customers and agents and responsible for distribution to proper personnel.
- Read email/messages and relay to Sales Representatives as needed over the phone. Take messages and relay responses accordingly.
- Attend to Sales Reps' office calls, customer calls and queries. Typing required correspondence. Qualify sales leads, follow-up on rate requests and quotations, including any preparatory work prior and subsequent to customer/sales contract and confirm by e-mail/message rate filings.
- Follow-up on sales leads. Develop and maintain communications with customers, offer assistance on their various shipping needs.
- Attend to customer requests for worldwide tracking of cargo.
- Attend to customer request regarding foreign to foreign movement.
- Submit service contract amendments requests to Norfolk for filing.
- Keep track of service contracts and amendments for sales representative.
- Assist customers on inquiries of ZIM's worldwide agents and offices, addresses, telephone numbers, inland pools, equipment specifications, over the road weight limitations, etc.
- Coordinate and distribute to personnel and customers both metal scrap and wastepaper circulars.
- Distribute and coordinate to proper pricing personnel and all major bid/tenders for all new/previous accounts received from ZIM Norfolk headquarters or management for all USA.
- Configure vessel/marketing production reports. Keep track of all vessels major loading commodities and input into computer disk file for management.
- Receive all tariff amendments and distribute to all customers via distribution lists for respective trade lanes. Coordinate with sales representative.
- Assist Sales Management on special projects.
- Fill in for any temporarily vacant position within the Department when required.

Pricing Duties:

- Respond to all import and export rate inquiries. Send necessary messages on these inquiries when required.

- For rates on exports originating from other areas covered by other Districts, call/contact the Pricing Department of the respective offices.

- Negotiate new rates. Request approval and file rates that were quoted to customers. Maintain records of all rate quotes in either the computer or files. Maintain close contact with customers to follow-up quoted rates.

- Coordinate and communicate sales leads received to and from Company's District and Areas.

- Review all bookings made for cargoes loading on the West Coast to determine if rate filing is necessary. For rates to be filed, send information and filing instructions to Corporate Tariff Department for all independent or conference destinations. Rates must be filed in a timely fashion.

- Coordinate special equipment requirements with Operations/Booking Coordinators.

- Obtain domestic inland rate quotations for micro-bridge or inland points originating cargoes as required.

- Maintain and update tariff.

- Glean information from market and other shipping lines on rate levels, trends and forecasts and advise Department Manager of any significant information.

- Assist in quoting rates from the West Coast to all Ports serviced by ZIM.

- Fill in for any temporarily vacant position within the Department when required.

- Any other duties as required or directed.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **CUSTOMER SERVICE**
CLASSIFICATION: **BOOKING CLERK (2)**

Duties and Responsibilities:

- Take bookings and input all information received into the computer. Provide copies of booking confirmations to shippers or forwarders. Supply terminals with updated booking lists.
- Submit for approval all inquiries on hazardous and/or oversized cargoes. Arrange survey of all hazardous cargoes prior to loading. Advise all transshipment and destination ports involved of the details of hazardous shipment. Coordinate delivery with Operations Department. Ensure that all Hazardous Materials requirements are fulfilled.
- Prior to loading, ensure that all shipments have proper documentation required by the U.S. Customs Exodus Program and Automobile Proof of Ownership Program.
- Subsequent to a U.S. Customs inspection on any export shipment, immediately inform Customer Service staff of the affected booking. Assist shippers on any problems that may arise involving such inspection.
- Coordinate daily with Equipment Control Department and maintain a list of special equipment to ensure availability in the event of a booking requesting such.
- Coordinate closely with Import/Intermodal Clerks in tracing all mini-landbridge and micro-bridge shipments to ensure timely arrival to meet the intended vessel.
- Maintain daily contact with the terminal for continuous updating of cargo received. Follow-up with shippers to ensure containers are delivered on a timely basis. Coordinate with CFS control of LCL containers
- Coordinate with Sales Management on vessel allocations, bookings and shut-out lists on over-booking situations. In this circumstance, provide Sales Management with updated booking printouts.
- Prior to closing of vessel, verify with terminal and Operations Department the final count of all loads by destination. Close out vessels loading from West Coast District.
- Monitor and handle web center calls, call backs and voice mail.
- Handle USCG and Customs holds, permit to transfers and releases for export cargo.
- Submit container booking forecasts to vessel partners for West Coast District loadings.
- Process invoices; create P.O.'s and Migos on work ordered by Booking Department.
- Handle requisitions cancellations associated to export bookings.
- Process West Coast bookings submitted on e-commerce portals.
- Calculate demurrage, terminal re-handles and gate charges and relay to export documentation department to add on b/ls on forward to accounting department for invoicing client.
- Assist customers on all inquiries regarding bookings.
- Send or respond to e-mails messages as required.

- Any other duties as required or directed.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **CUSTOMER SERVICE**
CLASSIFICATION: **HUSBANDING AGENT (1)**

Duties and Responsibilities:

- Provide administrative assistance for the vessel and stevedores during cargo operations as required ensuring vessel is loaded/discharged as planned.
- Generate and maintain all required reports on behalf of the vessel.
- Provide the Stevedore Company with Inbound discharge stow plan data, information for an accurate planning of the inbound cargo and submit to management.
- Assemble information for preparation of pre-stow planning and stowage for outbound cargo and submit to management.
- Coordinate late receiving loads and make applicable adjustments.
- Make necessary arrangements for special cargo (hazardous, oversize, sensitive cargo, etc.) for both loading and discharging. Arrange surveyor when necessary for special handling of such cargo.
- Coordinate vessel's arrival and departure schedule with management to optimize labor cost efficiency. Advise management on all schedule changes.
- Prepare and distribute vessel and stevedore related claims. Coordinate with appropriate departments to timely and accurately process these claims. Call surveyor as necessary.
- Review and process hazardous cargo applications for discharge or in transit shipments and coordinate with management for approval.
- Coordinate labor gangs with stevedore company as directed.
- Verify accuracy of invoices received from stevedores.
- Assist Manager during vacation, days off, etc.
- Assist Vessel Boarding Agent functions as required or directed.
- Physically attend vessel as required or directed.
- Transfer inbound and outbound cargo plan to port agent system.
- Transmit all departure bay plans to next port.
- Transmit all booking forecast file to head office.
- Provide / update vessel schedule in timely manner.
- Arrive vessel on AMS system in NYC2 (Legacy computer system).
- Provide sailing telexes / ADRs and VDRs (Vessel KPI report) including data collection timely.

- Process vessel throughput invoices & marine operations Invoices (PO and MIGO system).
- Respond to email requests for certificate of D.G. cargoes and Marine related emails.
- Download discharging & loading EDI Baplie per vessel /voyage to ACR timely.
- Research local requirements and compliance for Dangerous Goods for import/exports and provide management and load port information/findings.
- Assemble reports for Management as applicable, such as month/quarterly reports.
- Relay departure plan to requested party.
- Perform any Booking Clerk duties as assigned by management.
- Perform other duties as assigned or directed by management.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **CUSTOMER SERVICE**
CLASSIFICATION: **VESSEL BOARDING AGENT (0)**

Refer to SIDE LETTER, PAGES 68 & 69

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **CUSTOMER SERVICE**
CLASSIFICATION: **EXPORT DOCUMENTATION CLERK/EXPORT COORDINATOR (5)**

Export Documentation Duties and Responsibilities:

- Receive shipper's bill of lading instructions and input all data required to produce acceptable bill of lading for the customer within Zim policy/procedure

- Auto rate all export cargoes bills of lading either by utilizing quotations, service contracts, tariff or through electronic data inquiry. If unable to auto rate send email to pricing desk and proceed to rate all export bills of lading manually (if needed) and update computer system with details of all errors.

- When rate is not found in the system/tariff, coordinate with pricing desk to obtain rate (quotation or new/amended service contract)

- Assist/support/respond to all rate disputes. Coordinate with pricing desk on all unclear matters

- Make inquiries to the shipper via email or phone as well as the Booking Department concerning any information that may appear incomplete or incorrect.

- Send proof copy of every bill of lading produced for review by the shipper or his agent and complete any corrections or adjustments required. Release original & seaway bills of lading as required, including any distribution to other Zim offices. If required mail documents to authorized parties.

- When required, forward data to overseas destination ports. This information may be in telex report form or via mail for such items as automobile data, bills of lading copies, shipper documents required by letters of credit.

- Receive, research, and respond (in a timely manner) to all inquiries. Provide service and support to internal/external customer problems received. Ensure problems are resolved and all relevant parties are notified of resolution (if required)

- Respond to inquiries to release export cargo at destination by obtaining written authorization from the shipper and inform the office at final destination.

- Issue/request required computerized correctors to make freight adjustments and/or make any other bills of lading changes as per internal/external request. Track and report correctors to Customer Service Manager at the end of every week (Fridays)

- Prepare manifest/close all bills of lading for customs and/or final freight transmissions. Submit final to Zim Customer Service Manager 2 hours prior to customs/final freight transmission deadline

- Assemble all files of any bill of lading when required for the purposes of claims and submit to Norfolk.

- Ensure timely production and release of original bill of lading for those shipments loaded at other ports where the bills of lading are to be released through this office (3rd Place of Issue process)

- Respond to all claims for unpaid or incorrectly paid brokerage.

- Manifest ZIM empties based on ACR and other reports from Export Coordinator. Receive ACR vs. DOC error report from export coordinator. Correct any errors and send email to Customer Service Manager if any transmissions must be done

- Assist other employees in the department when requested. Ensure when someone is absent that his or her desk is handled accordingly

Export Coordination Duties:

- Receive and sort according to vessel, voyage and destination all bills of lading instructions.

- Match the above sets of documents to establish each booking is properly documented prior to closing of the manifest.

- Review the shipper's documents to ensure accuracy of all information and that all requirements of the various government agencies have been met.

- Prepare the documents for rating by applying service code, verifying container information and resolving discrepancies between bills of lading and booking destinations details, log documents as received in AgenTeam.

- Follow up with documentation department to ensure smooth movement of documents for rating and input. Inform export documentation department of priority bills of lading based on shipper's requirements.

- Retain shippers' export declarations pending completion of bills of lading in documentation. Match bills of lading to export declarations for ultimate submission to U.S. Customs. Ensure AES number is on all bill of lading instructions and file pink SE, T&E, IE when applicable.

- Pursue shippers and freight forwarders for documents not received or received incomplete or with improper data. One reminder will be sent prior to vessel closeout. If documents are not received, booking will be placed on the No Doc-No Load list and sent to booking department for vessel closeout. If time permits, more than one reminder may be sent to the customer.

- Apply late doc fees per "no-doc, no-load" policy to applicable bookings.

- Submit to ZIM's customhouse broker via messenger, all export declarations for each vessel for the required special manifesting and relay to Customs.

- Prepare Wharfage Report for the ports of LAX and OAK. Submit to the Harbor Department via the Terminal within 10 days of vessel sailing.

- Arrange to manifest all containers for which no shipper's document have been received according to the best information found on the booking data and cargo receipts.

- Respond to all inquiries received in every problems related to documentation.

- Coordinate with export clerks to ensure on-time production of reports and manifests (i.e. U.S.Customs, internal manifest transmissions, wharfage reports, etc.)

- Assist all documentation clerks with the timely resolution of problems.

- Run EDI error reports in AgenTeam for b/l instructions that have not downloaded into b/l's from GT Nexus or other e-commerce portals to AgenTeam

- Run necessary reports for West Coast Loading vessels and eastbound rail shipments.

- Right Fax distribution.

- Process all EDI shipping instructions and repair EDI errors to push the booking to "go live" into a B/L.
- Perform other duties as assigned or directed by management.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **CUSTOMER SERVICE**
CLASSIFICATION: **IMPORT/INTERMODAL CLERK (5)**

Import Duties and Responsibilities:

- Upon receipt of any information concerning an arriving vessel, initiate a suspense vessel file. Accumulate in the suspense file all data received concerning the vessel's cargo and manifest until a working file is created.
- Receive VLP from Operations. Cross-check this report with the Manifest Discrepancy Report to ensure every manifested container is found on the bay plan and every container on the bay plan is manifested.
- Report all discrepancies to the load ports and reconcile all problems prior to the vessel's arrival, making the necessary adjustments in the AMS and to all import documents.
- Update all terminal facilities with details of the cargo due to arrive. Assist all government agencies, importers and customhouse brokers on examinations, and fax exam hold copy to broker or consignee.
- Coordinate with Intermodal, importers and customhouse brokers on the dispatch of inland moves segregating in-bond from customs-cleared cargoes.
- Review auto routing report for correct customs information.
- Monitor the balance of inland traffic for final clearance and approval to move.
- Continue to coordinate release of freight with importers' and customhouse brokers' and assist in resolving manifest and entry discrepancies.
- Respond to all inquiries from overseas, importers, customhouse brokers and other offices on all matters creating problem situations. Initiate inquiries to any of the above for the same purposes.
- Create a wharfage report and submit same to the Harbor Department via the terminal within 10 days of arrival of each vessel.
- Create a Liquor Report listing all imported alcohol and submit monthly to the State Board of Equalization.
- Advise customer if shipment ordered G. O.
- Interface with Intermodal and Operations Departments and other ZIM offices on all problem situations relative to inbound discharge cargoes. Attend to release of cargo inclusive of diversions both local and inland moves.
- Mail, fax or email corrected freight bills according to the above information when the updated information is not included on the computer data entered for the vessel.
- Maintain a permanent working file for each vessel/voyage.
- Handle inbound manifest correctors.
- Print all invoices for vessels calling the West Coast where the place of payment is showing USLAX.

- Handle 3rd party place of payment (POP) mailbox.
- Check data on all arriving vessels and ensure transmitted to all relevant parties.
- Update all files upon receipt of revised data for each vessel. Print error report and input corrections on each vessel.
- Code manifest for arrival notices and routing of containers all of west coast ports.
- Review to ensure payment and OBL are received and shipment has cleared Customs in order to complete inland delivery. Obtain delivery order when required. Advise Intermodal Department when released.
- Review routing report daily and ensure delivery of carrier move cargo is completed within free time unless cargo is on government agency hold or delayed by consignee.
- Respond to all inquiries concerning import cargo for each vessel.
- Update inland destination files by computer entry upon receiving requests for diversion. AMS arrive in-bond cargoes.
- Assist and support other inbound and Intermodal clerks.
- Process and correct IPS Routing Discrepancy Report.
- Request client codes from LAX traffic managers.
- Request routing stretches from ZIM Norfolk office.
- Distribute Right Fax documents.
- File arrival notices. Correct reject arrival notices.
- Run IMS tracing report and take corrective action as required.

Intermodal Duties:

- Coordinate and communicate to appropriate parties to ensure timely removal of equipment from ramps.
- Coordinate, advise and follow-up all intermodal bookings handled by the West Coast District. Respond promptly to inquiries related to intermodal cargoes.
- Trace containers moving to west coast by rail. Advise manager of any late containers
- Assist clients and other personnel in determining status of import and export loads.
- Monitor, review and coordinate intermodal movements and manifests ensuring EDI information are accurate and complete. Forward same to concerned parties.
- Coordinate with manager for guidelines on all new rail and truck routing instructions and confirm changes by Norfolk office in IPS system.
- Research domestic rail/truck rates to verify that rate levels are consistent with assigned actions/services performed and forward obtained information to the Department Manager and/or ORF for approval.

- Under management's direction, prepare rail-billings for loads or empties, truck waybills, obtain hazardous documentation, and any/all appropriate hard copy or information necessary for transit operations and forward to appropriate parties.
- Coordinate the pre-mounting of equipment in preparation for intermodal transit operations.
- Coordinate the re-handling of cargoes (de-van, re-load, lashing, etc.) including overweight containers.
- Process rail-billing instructions and coordinate reservations/slot allocation with railroad. Dispatch import and export loads to and from the railroad, and provide pickup numbers as required.
- Order rail cars from railroad as directed.
- Coordinate distribution of Port of Discharge Reports for selected shipments with truckers.
- Provide waybilling and/or railbilling information to Equipment Control Department for system updating in a timely manner.
- Right fax rail notifications for loaded containers will be handled by Intermodal.
- Handle Pier Pass holds for the rail moves at the terminal.
- Assist in inputting delivery orders in Agenteam
- Run reports (i.e. intermodal reports for dispatching containers, intermodal tracing reports in IMS, terminal reports for review of containers that have not been picked up.)
- Run SAP reports and complete processing of unsuccessful EDI's
- Authorize or reject detention charges, clean truck fees and tri-axle charges in IMS
- Authorize Pier Pass removals
- Authorize on line flips with railroads
- Submit approval requests for flips and rail storage guarantee to intermodal manager
- Other duties as directed.

EXHIBIT "C"
JOB DESCRIPTIONS

DEPARTMENT: **CUSTOMER SERVICE**
CLASSIFICATION: **FREIGHT CASHIER/ACCOUNTING CLERK (INCLUDES RECEPTIONIST DUTIES) (3)**

Freight Cashier Duties and Responsibilities:

- Upon receipt of the first data on any arriving vessel, create a suspense folder, pending input of that vessel's data into the computer. When the vessel is entered into the computer, the suspense data is then to be entered into the "Notes" section.
- Receive data on a daily basis on any arriving vessel and input daily into the B/L "Notes" section.
- Mail, fax or email corrected freight bills according to the above information when the updated information is not included on the computer data entered for the vessel.
- Receive from brokers, importers and other offices, payments (both import and export, for bank deposits), original bills of lading, Bank Guarantees and Letters of Indemnity for deposit and files. Process miscellaneous payments resulting from billing by staff members for additional or extraneous services.
- Receive from shippers, freight forwarders and other offices payments for export bills of lading for deposit.
- Receive miscellaneous payments resulting from billings by any staff members for payment.
- Assemble all payments received into deposit format, scan checks, input the data to the computer accounting program, and make bank deposits. Submit copies of the deposit slip, ZIM's deposit printout and also support documents for all unmanifested freight to the Head Office, Accounting Department.
- Prepare Deposit Voucher daily in Excel spreadsheet and forward to Norfolk Accounting Department. Data to be transmitted the same day it is received in the cashiers department.
- Maintain a miscellaneous deposit file representing all monies received and deposited for non-freighted items. Submit to Head Office, Accounting Department, same data as a regular deposit but include support documents for the amounts collected.
- Print, when required, a copy of any bill of lading.
- Input all releases for checks and OBL's received for the West Coast District.
- Release all cargo electronically or by fax.
- Monitor telex releases, Release seaway bills for each vessel and Freight release cargo in IQ Ship.
- Respond to all inquiries concerning release of import cargo, charges due, vessel arrivals and any other inquiries concerning cashier activities.
- Upon Customs notification to G.O. cargo, inform the appropriate CY or CFS and G.O. Warehouse when required. File a lien with the G.O. Warehouse to prevent release of the freight pending ZIM's approval. Inform the consignee of the G.O. action by mailing a Lien copy and inform the origin office. Upon consignee's payment of freight and surrender of original bill of lading, issue a ZIM release by distributing a Carrier's Certificate of paid lien to the customer and the G.O. Warehouse.

- Maintain a vessel/voyage file to include original import bills of lading, Bank Guarantees, Letters of Indemnity and communications relative to any problem areas or cargo releases. Maintain in each file, a separate folder relative to export matters of the same nature.

Accounts Receivable Duties:

- Create sundry invoices for extra expenses incurred as instructed by all departments.
- Send by regular mail or email copy of sundry invoices and keep copies for local files.
- Review all refund requests before sending to Norfolk for payment.
- Respond to all customer inquiries regarding their accounts. i.e. furnish copy of statement of account, send emails to port of discharges on disputed charges or the terms of payment or any problems concerning freight charges.
- Make follow-up calls on outstanding amounts due for Import and Export. Advise thru email to credit and collections results of follow up calls. Forward to Head Office – Legal Department uncollectible invoices for further action.

Accounts Payable Duties:

- Create P.O.'s MIGO's and P.O. reports on all chassis splits invoices received from Equipment Control Department and IMS dispatch office.
- Send copy of PO report by e-mail or overnight pouch to Norfolk / AP and retain copy for local file.
- Create PO reports for all invoices receive from Intermodal, M & R and Operations department and maintain copies for local file.
- Respond to all vendor inquiries regarding status of invoices.
- Respond to all AP/Norfolk inquiry regarding invoices.

Reception Duties:

- Attend to switchboard in a professional and polite manner and direct calls accordingly.
- Take messages and relay to the appropriate receivers.
- Receive and announce visitors in a professional and polite manner.
- Maintain log of incoming documents and checks.
- Announce or direct messengers for deliveries or pick-ups.
- On a daily basis, pick-up mail from the in-house post office. Open mail not addressed to a specific individual or if addressee is not apparent. Handle distribution of all incoming mail and pouches including drop-offs by special messenger.
- Sort and prepare all outgoing interoffice daily mail and pouches.
- Call courier service, building maintenance, repair service, etc as required.
- When requested, assist sales representatives (while in the field) in making calls.

- Receive, sort and make copies or scan checks for Import and Export.
- Stamp all incoming invoices.
- Any other duties as directed