

**USMX-ILA MASTER CONTRACT
MEMORANDUM OF SETTLEMENT
BETWEEN
UNITED STATES MARITIME ALLIANCE, LTD.
(For And On Behalf of Management)
AND
INTERNATIONAL LONGSHOREMEN’S ASSOCIATION
(For And On Behalf of Itself And Each Of Its Affiliated Districts And
Locals Representing Longshoremen, Clerks, Checkers And Maintenance Employees
Working On Ships And Terminals In Ports
On The East And Gulf Coasts Of The United States)**

This Memorandum of Settlement (“MOS”) entered into on this _____ day of _____, 2025 between the UNITED STATES MARITIME ALLIANCE, LTD. (“USMX”) for and on behalf of its members and any stevedores, marine terminal operators, and carriers that hereafter become members of USMX or that hereafter subscribe to the Master Contract and the INTERNATIONAL LONGSHOREMEN’S ASSOCIATION (“ILA”) for and on behalf of its affiliated districts and locals representing longshoremen, clerks, checkers, and maintenance employees working on ships and terminals in ports on the East and Gulf Coasts of the United States establishes the terms and conditions of employment for a new Master Contract covering only container and ro-ro operations at ports on the East and Gulf Coasts of the United States to supplement certain articles and sections of the existing Master Contract, including all amendments thereto, which went into effect on October 1, 2018 and expired on September 30, 2024 (the “2018 Master Contract”).

A. TERM OF AGREEMENT

The term of the new Master Contract (and of all local collective bargaining agreements covering employees engaged in work involving container and ro-ro operations on the East and

Gulf Coasts of the United States) shall be for six years from October 1, 2024 through and including September 30, 2030.

B. WAGES

1. Wage Increases

- (a) Effective October 1, 2024, employees who were employed as of September 30, 2024 and who are receiving a straight-time basic wage rate of \$39.00 per hour as of September 30, 2024 shall receive an increase of \$6.00 per hour in their straight-time basic wage rate.
- (b) Effective October 1, 2025, employees who were employed as of September 30, 2025 and who are receiving a straight-time basic wage rate of \$45.00 per hour as of September 30, 2025 shall receive an increase of \$5.00 per hour in their straight-time basic wage rate.
- (c) Effective October 1, 2026, employees who were employed as of September 30, 2026 and who are receiving a straight-time basic wage rate of \$50.00 per hour as of September 30, 2026 shall receive an increase of \$4.00 per hour in their straight-time basic wage rate.
- (d) Effective October 1, 2027, employees who were employed as of September 30, 2027 and who are receiving a straight-time basic wage rate of \$54.00 per hour as of September 30, 2027 shall receive an increase of \$3.00 per hour in their straight-time basic wage rate.
- (e) Effective October 1, 2028, employees who were employed as of September 30, 2028 and who are receiving a straight-time basic wage rate of \$57.00 per hour as of September 30, 2028 shall receive an increase of \$3.00 per hour in their straight-time basic wage rate.

- (f) Effective October 1, 2029, employees who were employed as of September 30, 2029 and who are receiving a straight-time basic wage rate of \$60.00 per hour as of September 30, 2029 shall receive an increase of \$3.00 per hour in their straight-time basic wage rate.

2. New Employees

The starting straight-time basic wage rate for new employees who enter the industry on or after October 1, 2024, and before October 1, 2026, shall be \$27.00 per hour. The starting straight-time basic wage rate for new employees who enter the industry on or after October 1, 2026 shall be \$30.00 per hour.

3. Wage Progression Formula

Article II, Section 3(a), (b), and (c) shall be replaced in their entirety with the following:

- (a) Effective October 1, 2024, all employees who were receiving a straight-time basic wage rate on September 30, 2024 that is less than the highest straight-time basic wage rate in effect on October 1, 2024 shall receive an increase in their straight-time basic wage rate in accordance with the following Formula:
 - (i) On their first Industry Employment Anniversary Date, twenty-five percent (25%) of the difference between the highest straight-time basic wage rate and the lowest straight-time basic wage rate;
 - (ii) On their second Industry Employment Anniversary Date, fifty percent (50%) of the difference between the highest straight-time basic wage rate and the lowest straight-time basic wage rate;

- (iii) On their third Industry Employment Anniversary Date, seventy-five percent (75%) of the difference between the highest straight-time basic wage rate and the lowest straight-time basic wage rate;
 - (iv) On their fourth Industry Employment Anniversary Date, one hundred percent (100%) of the difference between the highest straight-time basic wage rate and the lowest straight-time basic wage rate.
- (b) The following definitions shall apply to the Formula:
- (i) An employee's Industry Employment Anniversary Date will be based upon the number of Qualified Anniversary Years with which the employee has been credited as of September 30 of the prior Contract Year.
 - (ii) A Qualified Anniversary Year for all Contract Years prior to October 1, 2009, is one in which the employee is credited with at least one (1) hour of service. A Qualified Anniversary Year for all Contract Years from October 1, 2009 to September 30, 2024 is one in which the employee is credited with at least 700 hours of service. A Qualified Anniversary Year for all Contract Years after September 30, 2024 is one in which the employee is credited with at least 800 hours of service.
 - (iii) When applying the Formula, the highest straight-time basic wage rate shall be the rate in effect on the date the Formula is applied.
 - (iv) If any employee did not work at least one (1) hour under the Master Contract during the period from October 1, 2000, through and including September 30, 2004, that employee shall not receive any Qualified

Anniversary Years for any years prior to the Contract Year ending September 30, 2005.

(c) USMX and the ILA agree that the application of the Formula shall result in the following basic wage rates in each year of this Master Contract:

Contract years	10/01/24- 9/30/25	10/01/25- 9/30/26	10/01/26- 9/30/27	10/01/27- 9/30/28	10/01/28- 9/30/29	10/01/29- 9/30/30
If the employee has the following Qualified Anniversary Years of Service on October 1 of the Contract Years set forth above, the Employee's straight-time basic wage rate for each Contract Year of this Master Contract will be:						
0	\$27.00	\$27.00	\$30.00	\$30.00	\$30.00	\$30.00
1	\$31.50	\$32.75	\$36.00	\$36.75	\$37.50	\$38.25
2	\$36.00	\$38.50	\$42.00	\$43.50	\$45.00	\$46.50
3	\$40.50	\$44.25	\$48.00	\$50.25	\$52.50	\$54.75
4+	\$45.00	\$50.00	\$54.00	\$57.00	\$60.00	\$63.00

C. CONTAINER ROYALTY DISTRIBUTIONS

Each year during the term of this Master Contract, the total amount of Container Royalty benefits payable to the eligible workforce under the Master Contract in a port shall be equal to the amount of First and Third Container Royalties collected in that port, after the payment of all

necessary expenses incurred by the CRCCF. Each local container royalty fund shall be responsible for the payment of all necessary expenses incurred by the local fund. Pursuant to Article XII Section 4, the CRCCF in conjunction with the bargaining parties shall continue to oversee each local container royalty fund, including their expenses.

D. MONEY PURCHASE PLAN

Effective October 1, 2024, qualifying employees shall receive an additional \$2.00 per hour contribution.

E. LOCAL FRINGE BENEFIT CONTRIBUTIONS

Article IV, Section 1 shall be replaced in its entirety with the following:

Section 1. Contributions

Effective October 1, 2024, total contributions for local pension, welfare, and other employee fringe benefits shall be increased by \$1.00 per man hour and the new and additional \$1.00 per hour shall be paid to the local vacation and holiday fund, unless otherwise agreed by USMX and the ILA. The USMX and the ILA shall review periodically the new and additional \$1.00 per hour and allocate additional funds if necessary.

F. SOUTH ATLANTIC VACATION AND HOLIDAY BENEFITS

1. The ports covered by the South Atlantic ILA/Employers Vacation & Holiday Fund must use the automatic payments from CRCCF to fund vacation and holiday benefits pursuant to Section H.2. and I.1. herein.
2. All locally negotiated vacation and holiday assessment increases on non-Master Contract cargo shall be used to fund vacation and holiday benefits.

G. CONTAINER ROYALTY ASSESSMENT ACCOMMODATIONS

During the term of this Master Contract, the parties shall review all tonnage assessment accommodations, including previously granted accommodations, and may revise such accommodations as necessary.

H. CONTAINER ROYALTY CENTRAL COLLECTION FUND

1. During the term of this Master Contract, the Container Royalty Central Collection Fund (CRCCF) shall be continued to collect and distribute all container royalties payable pursuant to this Master Contract.

2. Article XII, Section 4(c) shall be amended to include the following:

In each Contract Year, each port listed above shall receive the greater of the automatic payment amount listed above or seventy-five percent (75%) of the total amount of Carrier-ILA Container Royalty Fund No. 5 assessments collected in that port.

I. CARRIER-ILA CONTAINER ROYALTY FUND NO. 5

1. To be eligible to receive financial assistance from the Carrier-ILA Container Royalty Fund No. 5, the settlors of the local employee benefit funds shall review and address all assessment accommodations previously granted on both Master Contract and non-Master Contract cargo.

2. The tonnage assessment shall increase from \$.70 to \$.85 per ton. Funding of the CR5 Fund shall be reviewed periodically and increased as needed.

J. CARRIER-ILA CONTAINER FREIGHT STATION TRUST FUND

1. The CFS subsidy shall increase by \$1.00 per hour.

K. MILA

a. There shall be a “Super” tier of MILA coverage for employees who accrue 2,000 hours or more in a contract year. Eligibility for this tier will commence with hours

earned in the Contract Year beginning October 1, 2024, but benefits will not be effective until the Contract Year beginning October 1, 2025. This tier shall provide enhanced medical, dental, and vision benefits, including, but not limited to, zero deductibles and copays. After the Master Contract has been ratified, the trustees shall meet to formulate coverage details, which shall be approved by the bargaining parties.

- b. The MILA trustees shall be directed to explore coverage for alternative and holistic medicine treatments and report their findings to the bargaining parties.
- c. The MILA trustees shall devise eligibility criteria for MILA coverage for new employees prior to their first anniversary and shall present their recommendations to the bargaining parties.

L. DRUG AND ALCOHOL POLICY

- 1. Article VI, Section 2 shall be deleted in its entirety and replaced with the following language:

Section 2. Reinstatement

The drug and alcohol program now in effect in each port and district shall continue in effect during the term of this Master Contract, subject to changes to be consistent with this Article. Each port shall have a drug and alcohol policy that provides that an employee who is found in possession of, use of, or other dealings in narcotics illegal under state law, alcohol or other substances illegal under state law while in the course of his employment under the terms of any collective bargaining agreement between the ILA and Management shall be disciplined in accordance with the following procedure:

First Offense: Immediate suspension from employment for a period of sixty (60) days.

Second Offense: Suspension from employment for twelve (12) months. In those circumstances where an employee has been terminated from the industry in accordance with any such program and has remained drug-free for twelve (12) months, such individual shall be eligible for a third chance for reinstatement in the industry subject to the following terms and conditions which must be determined locally.

- (a) The former employee must provide proof of successful completion of a rehabilitation program resulting in the individual being drug-free for the last twelve (12) months prior to application for reinstatement.
- (b) Reasonable criteria in each port or district shall be established under which the individual shall prove the individual's drug-free status, including periodic testing.
- (c) Application for reinstatement after the second offense must be made within fourteen (14) months from the date of termination.

Third Offense: Suspension for eighteen (18) months. After the employee has remained drug-free for eighteen (18) months, such individual shall have a fourth chance for reinstatement in the industry. Application for a fourth chance for reinstatement must be made within twenty (20) months from the date of termination after the third offense. The former employee must provide proof of successful completion of a rehabilitation program resulting in the individual being drug-free for the last eighteen (18) months prior to application for reinstatement.

Fourth Offense: Termination from the industry.

Local policies may reduce any of the time periods referenced in the foregoing procedure.

2. Article VI, Section 3 shall be deleted in its entirety and replaced with the following language:

Section 3. Fresh Start After First Offense

If after a first offense, the employee remains drug-free for a period of three (3) years from the date of the first offense, the employee shall be entitled to the rescission of the first offense for the purposes of applying the reinstatement provisions set forth in Section 2 of Article VI of this Master Contract. If the employee commits a second offense before the employee has remained drug-free for three (3) years after the first offense, the employee is not entitled to have the first offense rescinded. An employee is entitled to only one (1) rescission.

3. Article VI shall be amended to add an additional provision as follows:

Section 4. Removal of All Offenses

If an employee remains drug-free for a period of ten (10) consecutive years from the date of the employee's second or third offense and has been actively working in the industry for such ten (10) years, the employee shall be entitled to the rescission of all offenses on the employee's record.

M. NEW TECHNOLOGY IMPLEMENTATION AND WORKFORCE PROTECTION

Article XI of the 2018 Master Contract shall be amended in its entirety to read as follows:

Section 1. Guiding Principles

(a) Management in partnership with the ILA shall protect the Master Contract workforce for the term of this Master Contract while improving safety, productivity, efficiency and capacity on the terminals.

(b) There shall be no fully-automated terminals developed and no fully-automated container handling equipment used during the term of this Master Contract.

The term “fully-automated” in the sentence immediately above is defined as devoid of human interaction.

(c) No new technology will be implemented until the parties mutually agree to manning levels and workforce protections or upon completion of the below procedure listed in Section 4 of this Article XI.

(d) Minor technology that does not alter manning or job functions and does not reduce manning or work hours, can bypass the procedure in Section 4 of this Article XI if mutually agreed to by the New Technology Committee Co-Chairs. The Terminal Operator shall notify the Co-Chairs in writing of a minor technology change prior to purchasing and implementing. The Co-Chairs shall notify the Terminal Operator of their decision within 15 days of receipt.

(e) The parties acknowledge that prior to the purchase of any equipment, software, or hardware that is subject to this Article, the requirements of Section 4 of this Article XI must be completed.

(f) No remotely operated ship-to-shore cranes shall be used at any port during the term of this Master Contract.

Section 2. New Technology Committee

The ILA and USMX have established a New Technology Committee consisting of three (3) members on each side as follows:

Management	ILA
USMX Staff	International ILA
USMX Staff	International ILA
USMX Staff	International ILA

Each Co-Chairman shall have the authority to appoint and replace the members of the New Technology Committee on his or her side. In addition, the Co-Chairs may increase the number of committee members upon mutual agreement.

Section 3. Workforce Protection Guidelines

(a) The following guidelines shall be followed for instituting workforce protections and included in the written notification defined in Section 4 (a) of this Article XI:

- (i) Define the types of technology and the effects on safety, productivity, efficiency, and capacity on the terminals;
- (ii) Determine the manning for the new technology;
- (iii) Identify the new work created by the technology by craft;
- (iv) Determine the process change created by the new technology within each craft subject to approval by the New Technology Committee; and
- (v) Provide necessary training.

Section 4. Procedure

(a) An employer by certified mail and email shall notify the Co-Chairmen of the New Technology Committee in writing (sample letter attached hereto as Appendix F (order of exhibits to be determined) of the employer's intentions for implementing new technology. The implementing employer shall also notify the affected ILA locals in the port where the technology will be implemented of the employer's intentions and both the implementing employer and the affected ILA locals shall engage in local negotiations.

(b) Local parties must negotiate implementation within 120 days of date of the certified mail referenced above with the assistance of the New Technology

Committee Co-Chairs if necessary and in doing so adhere to the spirit of this Agreement as defined in Section 1 of this Article XI.

(c) Demo of new technology may begin during the negotiations by the local parties pursuant to Section 4(b) of this Article XI for a period not longer than 30 days, or as reasonably feasible, to ensure the new technology operates as stated in the employer's technology letter.

(d) All local agreements are subject to review and approval by the Co-Chairmen for a period not longer than 30 days.

(e) If no local agreement is reached in accordance with Section 4(b) of this Article XI, the New Technology Committee shall resolve all open issues that the local parties did not resolve within 30 days.

(f) If the New Technology Committee cannot resolve all the open issues, then within 30 days the issues shall go to arbitration. The arbitrator (J.J. Pierson/Adelman) must issue an award within thirty (30) days after the arbitration ends.

(g) All agreements reached by either the USMX and International ILA, the New Technology Committee, or the arbitrator are final and binding.

(h) All negotiations, resolutions, and agreements are port/terminal specific.

(i) Each of the above time periods in this process are subject to extension only by mutual agreement of the parties at each level of the process.

Section 5. Audits

(a) USMX acknowledges its commitment to ensure new technology performs as presented during the implementation procedure defined in Section 4 of this Article XI. All new technology that has completed the implementation procedure is subject to audit upon request from the International ILA. Once requested, the audit shall begin within 60

days unless extended by the mutual agreement of the New Technology Committee. To ensure transparency and impartiality, USMX and the ILA shall jointly select a third party auditor who shall furnish a written report to the New Technology Committee within 30 days of completion of the audit. If the audit reveals that the terminal operator has implemented technology in violation of this Article XI, the New Technology Committee shall notify the violating terminal operator in writing of the violation and the terminal operator shall pay \$10,000 per day to the local container royalty fund. Such audit shall be available to the grievance procedure and may be used to establish compliance or the lack thereof.

(b) If the terminal operator is found to be in violation of Article XI, and refuses to acknowledge the violation, the ILA has the right to withhold labor.

(c) The parties reaffirm their commitment to auditing jobs created by technology

N. USE OF RMG/RTG CRANES

The International Longshoremen's Association (ILA) and The United States Maritime Alliance (USMX) agree to allow port terminal operations to densify and continue to grow the operations utilizing RMG/RTG equipment. All currently deployed RMG will continue to operate and be manned in its current state (red circle) and the following will apply to RMG/RTG being deployed post signing of the 2024-2030 Master Contract.

RMG/RTG equipment can be operated remotely and used by giving ILA- control of the vertical and horizontal movement of cargoes for vessel loading/unloading and truck line receiving/delivery. Both parties mutually agree to work together to maintain the maximum density allowed by the equipment to allow for efficient and accurate stacking by using the most recent

and effective technology to assist the operator to be safe, efficient and productive (Operator Assisted Technology) while working within the stacks.

1. Manning Requirements

(a) It is recognized that manning requirements are negotiated at the local level, acknowledging that port operations vary from port to port. However, the parties agree to the following minimum manning standards:

- (i) Gate and Vessel Operations: There will be a minimum manning of one operator per machine while both gate and vessel operations are occurring simultaneously.
- (ii) Vessel-Only Operations: When vessel operations occur without any other concurrent activity, manning requirements must be negotiated at the local level and are subject to approval by both the International and USMX.

2. There is a commitment by the parties to research and utilize all technology that would assist an operator in being more efficient and productive as set forth in Appendix A (see below).

3. If mutual agreement cannot be reached on the use of Operator Assisted Technology, the subject will be brought to the Technology Committee Process (including arbitration if necessary).

Appendix A

Human Operation in RMG Stacks

1. Precision Capability:

- Skilled Operators: Human crane operators have proven their ability to handle tight tolerances (e.g., 2-inch gaps) with the aid of modern crane control systems, such as:
 - Cameras and alignment guides
 - Anti-sway technology for precise container placement
 - Motion-dampening controls that allow for fine adjustments
- Training: With appropriate training and experience, human operators can achieve the precision required for high-density stacks.

2. Technology as an Aid:

- Advanced control systems in RMG cranes already exist to support operators, including:
 - Load positioning sensors for accurate placement
 - Obstacle detection systems to avoid collisions in tight spaces
 - Real-time feedback systems that enhance accuracy

These tools enable human operators to achieve precision comparable to automation.

3. Examples in Practice:

- Semi-Automated RMG Operations: Many global ports use semi-automated systems where humans control complex tasks while automation handles repetitive motions. This includes operations in high-density stacks.

- Manual RMG Operations: Ports without full automation rely entirely on human operators for RMG cranes in stacking environments, including tight configurations.

Challenges and Solutions

While there are challenges to human operation in high-density RMG stacks, they are manageable:

1. Limited Visibility:

- Challenge: In a dense stack, direct line-of-sight is restricted.
- Solution: Use of camera systems, monitors, and augmented reality aids provides operators with a clear view of container positions and stack layout.

2. Tight Tolerances:

- Challenge: Minimal gaps (e.g., 2 inches) require high precision to avoid contact with adjacent containers.
- Solution: Modern control systems and operator aids, such as joystick controls with fine-tuning, allow for precise movements.

O. ABSENTEEISM POLICY

All ports shall institute a mutually agreed upon policy to ensure that an employee who accepts a job order fulfills that order. The negotiating parties in each port shall reach an agreement on such policy within ninety (90) days after the ratification of this Master Contract, which policy shall be approved by the ILA and USMX prior to implementation. After the policy has been approved by the ILA and USMX, the local unions and local management representatives must implement and enforce the policy throughout the term of this Master Contract.

P. PROTECTION OF ILA JURISDICTION

USMX acknowledges that Management must improve the efforts that Management must undertake to protect the ILA's jurisdiction on work that is performed in the port area. The specific actions that Management must take are as follows:

- Restate, clarify, and distribute in every Master Contract port the rules for repairing a container that is being sold or scrapped.
- Agree with the ILA upon what type of documentation must be provided by carriers to resolve jurisdictional violation claims.

USMX agrees that if a loaded container is moving under a bill of lading where the carrier is responsible for delivering the container to the final destination (moves that include a merchant inspired carriage haulage), if the container is stored in the port area, the container must be stored in a security yard manned by ILA labor and the work shall be performed by the craft(s) with the historic work jurisdiction.

Q. EXISTING AND NEW FACILITIES

USMX and the ILA agree that the operating models currently in use in all Master Contract ports may continue in accordance with the current practices in each port and that work covered by the Master Contract at any new facility or at any facility that currently is not handling Master Contract cargo and is converted to handle cargo covered by the Master Contract shall be performed by Master Contract bargaining-unit employees. Any terminal that historically has not performed Master Contract work shall be considered a new terminal. This provision shall not affect any existing agreements involving a change in operating model.

R. GRIEVANCE PROCEDURE

Article XIV, Section 1 shall be amended as follows:

The LIGC shall hear all disputes within thirty (30) days after a charge has been filed unless the LIGC members mutually agree to extend this period in a particular case and shall render a decision within ten (10) days after the hearing. If the LIGC members do not agree to extend this period and a hearing is not held within thirty days, the grieving party shall prevail and the non-grieving party shall have no right of appeal. Unanimous LIGC decisions cannot be appealed.

S. LINEHANDLING

Article VII shall be amended to add an additional section as follows:

Section 14. Linehandling

All linehandling work shall be performed by ILA-represented workers on piers and waterfront facilities.

T. ILA JURISDICTION OVER CLERICAL WORK

1. The input and output of information related to appointments shall be performed by ILA Clerks and Checkers, and not third parties.
2. ILA Clerks and Checkers shall input work and parameters for all yard movements into the terminal operating system (TOS), e.g., housekeeping/grooming.
3. A limited number of clerks will be assigned superuser-type profile(s) for purposes of reviewing transactions that are under their scope of responsibility. The goal of the superuser-type profile is to provide greater visibility to the ILA with respect to the work of ILA clerks and to audit areas for potential jurisdiction issues.
4. If the Superuser discovers a discrepancy or issue in the system transaction history that appears to show a violation of the jurisdiction of the ILA Clerks and Checkers, then

the local is entitled to request an audit under the terms of the New Technology audit provisions.

5. Any EDI files that must be manually manipulated, corrected, uploaded, or downloaded into the TOS, such as baplies, are within the jurisdiction of ILA Clerks and Checkers.
6. Master Contract signatories shall not use automation or artificial intelligence or quantum computing for the performance of clerical functions.
7. Any technology that affects the Clerk and Checker job function must be brought to the attention of the New Technology Committee, including, but not limited to, RFID, OCR, Appointment Systems, Middleware, and implementation of new TOS systems.

U. SALE OR TRANSFER OF GENSETS

No carrier bound by this Master Contract that owns gensets shall sell, transfer, or lease gensets except to a buyer or lessee that agrees to preserve the ILA's existing jurisdiction over the repair and maintenance of gensets. To achieve that end, the carriers agree that if they sell, transfer, or lease gensets to third parties not bound by this Master Contract, they will include the following provisions in the contracts of sale or transfer:

(a) As a material term of this agreement the purchaser or transferee agrees to continue to use ILA-represented employees that the seller or transferor had used prior to the sale or transfer to maintain and repair the gensets that are the subject of this agreement at marine terminals and off-pier facilities in the historic port areas. The purchaser/transferee also agrees to include the foregoing provision in any subsequent contract of sale in which the purchaser/transferee sells or transfers the said gensets to a third party.

(b) The purchaser/transferee agrees that a breach of this provision will result in irreparable injury to both the seller/transferor and the affected employees represented

by the ILA and that both the seller/transferor and the affected ILA-represented employees may not be adequately compensated at law for such breach of the provision. The purchaser/transferee consents to the entry of injunctive and any other appropriate equitable relief against it with respect to any breach of the provision.

(c) The ILA shall retain its jurisdiction to inspect and maintain all gensets and to plug and unplug all refrigeration equipment at marine terminals and off-pier ILA facilities in the historic port area.

(d) The foregoing provisions shall not apply to transfers or sales of gensets that are to be scrapped.

V. INDUSTRY RESOURCE COMMITTEE

1. The Industry Resource Committee shall institute an education program for Management and ILA members on repair procedures and the jurisdictional obligations to the ILA.
2. The IRC shall schedule at least three meetings per year to identify and resolve jurisdiction issues.
3. The parties shall appoint a committee to review and update if necessary the major damage criteria and damaged equipment procedures.

W. ILA JURISDICTION OVER MAINTENANCE AND REPAIR WORK

1. Any equipment historically maintained and repaired by ILA-represented employees, including but not limited to, container cranes, container-handling equipment, and gensets, shall continue to be maintained and repaired by ILA-represented employees without regard to any change in power source that may occur in the future, including but not limited to, lithium batteries, solid-state batteries, propane, hydrogen power, electric power, and hybrid power. If any training is required to maintain and repair

such equipment, the employers shall provide the ILA-represented employees with all necessary training.

X. DATA COLLECTION

Article XIX, Section 6 shall be amended by adding an additional sentence as follows:

By October 1, 2025, all ports must provide to the Management Information System (MIS) data, including, but not limited to, roster, manhours, wages, assessments, and all other payroll information, including deductions.

Y. PAYMENT OF ECONOMIC OBLIGATIONS

All economic obligations required by this Memorandum of Settlement, including, but not limited to, wages, money purchase plan contributions, manhour assessments, and tonnage assessments shall be made retroactively to October 1, 2024 and shall be payable by April 25, 2025. All documentation that supports the payments, including records of hours worked and total tonnage, made must be provided at the time of payment. All grievances pertaining to wage payments must be filed by June 25, 2025.

Z. EXISTING TERMS AND CONDITIONS

- (a) All the terms and conditions of the 2018 Master Contract, including all extensions and amendments thereto as well as all decisions and determinations of the various USMX-ILA Committees and Boards, including the USMX-ILA Industry Resource Committee, shall remain in full force and effect during the entire term of this Agreement from October 1, 2024, to and including September 30, 2030, except as modified by the terms of this Memorandum of Settlement.

- (b) The No Strikes or Lockouts provision contained in Article XVI, Section 1 of the 2018-2024 Master Contract shall continue in effect during the 2024-2030 Master Contract.
- (c) This Memorandum of Settlement upon ratification by the parties settles all issues between the parties relating to all crafts and shall go into full force and effect on October 1, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Settlement on the day and year first above written.

UNITED STATES MARITIME ALLIANCE, LTD. INTERNATIONAL LONGSHOREMEN’S ASSOCIATION

By: _____
David F. Adam, Chairman/CEO

By: _____
Harold J. Daggett, President

By: _____
F. Paul De Maria, Exec. Vice Pres. & COO

By: _____
Dennis A. Daggett, Exec. Vice Pres.