

## **DUNDALK AND FAIRFIELD MARINE TERMINAL ADDENDUM AGREEMENT**

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

### **RECITALS**

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

WHEREAS, the aforesaid Parties desire to supplement the provisions of said agreement with respect to manning requirements at the Dundalk Marine Terminal (PACT Operation) for Ports America Chesapeake, LLC ("PAC") and First Marine Contractors ("FMC") and Fairfield Marine Terminal for PAC and Marine Terminal Corporation ("MTC"); and,

WHEREAS, except as specifically set forth herein, each and every provision of the Master Contract and the Checkers' and Clerks' Agreement in effect at the date of the signing hereof, or which are entered into after the date of the signing hereof, shall be applicable to the Dundalk and Fairfield Marine Terminals.

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

### **AGREEMENT**

1. The provisions of this Addendum Agreement shall apply only to the following Steamship Lines (except as set forth in paragraphs 4.(c). and 5.):

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

LTL  
Atlantic Container Line  
Nat'l Shipping Co. of Saudi Arabia (Bahri)  
Wallenius Wilhelmsen Line (ARC, EUKOR)  
Nordana (Weco)  
Grimaldi

CCNILine  
Chilean Line/Libra (CSAV)  
Tramp Vessels

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

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

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

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

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

(b) LTL

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

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

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

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

{c) Grimaldi

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

5. Fairfield Terminals-

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

- One (1) - Receive/Deliver Checker

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

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

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

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

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

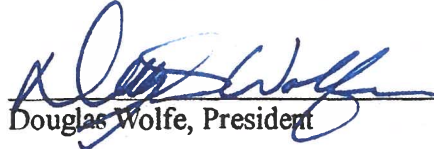
9. This Addendum Agreement shall remain in effect for the duration of the aforesaid Collective Bargaining Agreement to which it is an addendum provided, however, that either party hereto may cancel the Addendum Agreement at any time prior to the termination date of the aforesaid Collective Bargaining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

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

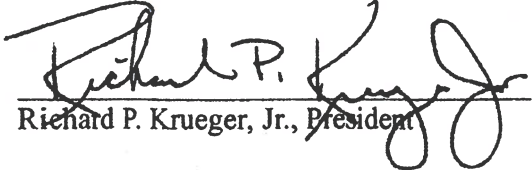
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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 14<sup>th</sup> day of March 2025.

Steamship Trade Association of Baltimore, Inc.,  
on behalf of its Member-Employers

  
\_\_\_\_\_  
Douglas Wolfe, President

International Longshoremen's Association,  
Local 953

  
\_\_\_\_\_  
Richard P. Krueger, Jr., President

Ports America Chesapeake, LLC

Mark Schmidt  
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Mark Schmidt, Vice President