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Contract Database Metadata Elements

Title: **Ogdensburg Bridge & Port Authority and Longshoremen/Operator Unit, International Longshoremen Association, AFL-CIO, Local 217-A (2002)**

Employer Name: **Ogdensburg Bridge & Port Authority**

Union: **Longshoremen/Operator Unit, International Longshoremen Association, AFL-CIO**

Local: **217-A**

Effective Date: **04/01/02**

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Ogdensburg Bridge & Port Authority
And Ila Local 217-A
(Longshoremen/Operator Unit)

PA
BC

PATRICK ACKETT
Chairman
FREDRICK J. CARTER Sr.
Treasurer
ROGER L. McBATH
Secretary
CONNIE G. AUGSBURY
Vice Chairman
GARY R. ALFORD
Assistant Treasurer
MARY M. FARLEY
Assistant Secretary
BONITA A. WRIGHT
Member

OGDENSBURG BRIDGE AND PORT AUTHORITY

ONE BRIDGE PLAZA, OGDENSBURG, NEW YORK 13669, U.S.A.
(315) 393-4080 Fax # (315) 393-7068
www.ogdensport.com

DANNY L. DUPREY
Executive Director

August 9, 2002

Mr. Royal Nelson
International Longshoremen's Association
39 Nelson Road
Ogdensburg, NY 13669

RE: ILA Contract
4/1/02 - 3/31/05

Dear Royal:

To further clarify Page 13, Section E, of the ILA Contract, please note the employee contributions to health insurance listed are contributions **per month**. This was inadvertently omitted.

Please give me a call if you have any questions.

Sincerely,

Brenda Lee M. Hargrave

Brenda Lee M. Hargrave
Finance Officer

BLMH/pb

Copy: William E. Payne
Linda L. Perry

BC

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OGDENSBURG BRIDGE & PORT AUTHORITY

AND

THE INTERNATIONAL LONGSHOREMEN ASSOCIATION LOCAL 217 A

4/1/2002 - 3/31/2005

RECEIVED
AUG - 6 2002
OGDENSBURG BRIDGE AND PORT AUTHORITY

RECEIVED
SEP 03 2002
NYS PUBLIC EMPLOYMENT RELATIONS BOARD

2

COLLECTIVE BARGAINING AGREEMENT

This AGREEMENT made this 7th day of August, 2002, by and between the OGDENSBURG BRIDGE AND PORT AUTHORITY (or duly appointed representative), herein called the "AUTHORITY" and Local 217-A of the International Longshoremen's Association, AFL-CIO, herein called the "UNION."

As a prerequisite to this Agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT OR SUPPLEMENT EXTENSION THEREOF REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE BOARD OF THE OGDENSBURG BRIDGE AND PORT AUTHORITY HAS GIVEN APPROVAL. IT IS FURTHER AGREED THAT THIS AGREEMENT SHALL REQUIRE THE APPROVAL OF THE NEW YORK STATE DIVISION OF THE BUDGET AS REQUIRED BY THE PUBLIC AUTHORITIES LAW, AND EXECUTIVE ORDER 173."

The hourly rate for all work performed by the I.L.A. aboard ship will be as set forth in the Master Agreement between Great Lakes I.L.A. employers and Great Lake District Council International Longshoremen's Association.

In the event of failure to obtain such approvals, the UNION shall have full recourse to the impasse procedure of the Public Employees Fair Employment Act. Now, therefore, it is agreed as follows:

ARTICLE I - APPLICABLE LAW:

It is further mutually agreed that no provision of this contract is entered into with an intent to violate or circumvent any of the provisions of the New York State Civil Service Law, Public Employees Fair Employment Act and all other statutory provisions of State Law and Public Authorities Law consistent with the functions and operations of the Ogdensburg Bridge and Port Authority; should any acts or act in any way be applicable. Nor is it intended that any provision of this contract shall violate any other act; statute or law, which may be pertinent.

The Union agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

ARTICLE II - BARGAINING UNIT RECOGNITION:

The AUTHORITY recognizes the UNION as the sole collective bargaining agent of all duly qualified Longshoremen, equipment operators, winch men and checkers engaged in the loading and unloading of vessels and the receiving/loading of general cargo, at the Port Authority Marine Terminal, excluding employees engaged in supervisory, managerial or clerical activities at the Marine Terminal. No physical type work, such as performed by Longshoremen, equipment operators, winch men and checkers, shall be performed by supervisory, managerial or clerical personnel.

ARTICLE III - RIGHTS OF THE AUTHORITY AND MUTUAL OBLIGATIONS

Sec. A: The AUTHORITY reserves all of the rights, powers and authority customarily exercised by management except insofar as they have been modified or limited by any provision by this Agreement.

Sec. B: The UNION also recognizes that the management of the AUTHORITY'S undertaking and all other usual rights of management are vested exclusively in the AUTHORITY. Without limiting the generality of the foregoing, the **AUTHORITY, except as modified or limited by the terms of this Agreement, has the right to:**

1. Hire qualified men, suspend, transfer, promote, discipline or discharge employees for just causes and to maintain discipline and employee efficiency.

2. Assign work, determine shifts and manpower shift requirements, and to classify and qualify employee job classifications.

3. Make and enforce rules and regulations to maintain discipline, and safety and efficiency and effectiveness.

4. To engage independent contractors to perform infrequent, specialized work provided that the AUTHORITY will not eliminate or discontinue any job classification or work routine normally performed by UNION members. No regular work, using normally owned equipment, capable of being performed by UNION members, will be contracted out.

5. To determine the mission, purpose, objectives and policies of the AUTHORITY and to determine the facilities, methods, means, and number of personnel and their assigned tasks required to conduct its programs and operations.

6. The AUTHORITY shall also have the right to lease or rent storage space to firms and the firm shall be permitted to utilize its own employees to load, unload and rearrange property of the firm.

7. In connection with this Agreement the UNION and the AUTHORITY have established "Work Rules" attached and made a part thereof. These Work Rules set forth basic operating procedures for efficiency, productivity and safety of the operations. In connection with further consideration of the Tonnage Incentive Plan and the Health Plan Study, the AUTHORITY reserves the right to re-negotiate the provisions of the Work Rules.

Sec. C DISCIPLINARY ACTION

1. The following procedures will be implemented for just cause in order to maintain appropriate behavior and safety in the work place.

2. The first incident will be comprised of a verbal warning and confirmed in writing to the shop's steward detailing the intent.

3. Should a second incident take place with the same employee, that employee will be provided with a written notification and will be given a warning for possible suspension.

4. If a third incident occurs within an 18-month period, that individual will be suspended from work for the next three successive ships that call for longshoremen operations in the Port of Ogdensburg.

5. If the individual is involved in warehouse operations, third incident will call for suspension from work for a three-day period.

ARTICLE IV - STEVEDORING (VESSEL) WORK RULES

Sec. A: CALL-IN AND REPORTING PROCEDURE

1. The AUTHORITY will inform the UNION President of manpower requirements who will make personnel assignments and notifications.

2. Reporting time notice will be given to the President as far in advance as known by the Director of Operations or his designee.

   In the event the starting time is delayed due to non-arrival of the vessel, and proper notification cannot be made (i.e.one hour prior to reporting out), then not more than two hours show-up time shall be paid at the base rate.

3. Delayed arrival notification will be made to the UNION President by the Director of Operations or his designee.

4. Reporting or shape-up time - 15 minutes in advance of starting time, e.g. 8:00 a.m. start time - gangs must be available at 7:45 a.m. It is imperative that Hatch Bosses be present without exception.

Sec. B USE OF EMPLOYMENT OFFICE SERVICES

1. After shape-up, when AUTHORITY must fill out the gang, apprentice labor will be obtained from the New York State Employment Office and will be assured of two (2) hours of work when signed on.

2. The UNION will establish the requirements for UNION membership and only qualified members in good standing and acceptable to the AUTHORITY will be permitted work. Prior to disqualification for physical ability or health reasons, the AUTHORITY will schedule and pay for a physical examination to establish qualifications.

Sec. C: QUALIFICATIONS AND DUTIES OF JOB CLASSIFICATION

1. The Walking Boss (General Foreman) could be the UNION President or his designee. He will observe the operation for safety, efficiency, productivity and competence. The AUTHORITY will work through the "Walking Boss" in

organizing the work and effective changes. Normally, all orders to men will be through the "Walking Boss". The AUTHORITY will organize the work, in the absence of a "Walking Boss."

2. Winchmen will be fully qualified and certified by the UNION and the AUTHORITY. A training period will be arranged for apprentices. The UNION President or Walking Boss will certify and attest to Winchmen capabilities.

3. Equipment Operators will be trained and certified as to his capabilities by the UNION and AUTHORITY.

4. Signalmen will be required to have a good basic working knowledge of crane rules, safety and also be able to perform duties to the satisfaction of the UNION and the AUTHORITY. Training in universal hand signals and/or knowledge of signals will be a prerequisite; participation by each member in scheduled training shall be required by the UNION. A crane operator can reject a signal man.

5. When loading or unloading cargo from vessel, checkers and clerks will be utilized at the sole discretion of the AUTHORITY and supplied by the UNION.

6. Minimum longshoremen gang sizes are specified in the contract and additional members and assignments will be made by the AUTHORITY. The AUTHORITY and UNION will confer on vessel stowage and work assignments prior to start work and during operations.

7. The UNION and the AUTHORITY will undertake training programs to assure the availability of an adequate, qualified and a competent work force.

8. If UNION personnel cannot or will not perform the task assigned, then that employee will be replaced by the UNION President or designated member upon notification by the AUTHORITY or UNION representative.

9. Crane Operator. The UNION and AUTHORITY will attempt to identify and provide necessary training needed.

10. The gangs will be equally mixed with experienced employees and new employees in order to provide the necessary on-the-job training.

11. The Ogdensburg Bridge and Port Authority will offer a Training Program to less-experienced heavy equipment operators. The training program will be carried out by the OBPA whenever practical and not during stevedoring operations.

ARTICLE V - SAFETY PROGRAM AND COMMITTEE ACTIVITIES

Sec. A: The UNION and the AUTHORITY share a common concern for a safe work place and will coordinate and establish safe work rules. Members appointed by the UNION President along with the Director of Operations and Port Director will comprise the

Safety Committee. All UNION Officers are standing members of the Safety Committee.

Sec.B: EQUIPMENT

1. Life jackets - To be provided by the AUTHORITY and must be worn when handling lines. No exceptions will be permitted.

2. Hard hats - to be provided by the AUTHORITY during ship and lifting operations and must be used on vessel.

3. Miscellaneous - One pair of work gloves per navigation season will be furnished by AUTHORITY.

Sec. C: FUNCTIONS OF SAFETY COMMITTEE

1. UNION Members review competence and incidents.

2. Conducts safety review meetings and identify training needs. "After action" meetings should be developed if possible to evaluate operations.

3. Inform President of unsafe acts, equipment, etc. in writing.

4. Assure safe practices in holds and all operations.

5. Establish and review safety rules and working procedures.

ARTICLE VI - WORKING CREWS AND GANG SIZES

Sec. A: Number as specified in the contract will be used. Fork-lift operator will not need to physically handle warehouse cargo alone during a vessel loading or unloading operation.

Sec. B: The "Hatch Boss" is responsible for productivity, safety, and coordination of the gang in the hold. The AUTHORITY and the ILA will discuss operational needs for each vessel such as stowage, cargo and vessel characteristics in determining specific duties of the "Hatch Boss" for the operation.

Sec. C: Break periods will be taken on the vessel by those employees stationed on the vessel. The relief man can distribute coffee to the gangs.

Sec. D: In order to discuss items of mutual concern, the UNION and AUTHORITY shall schedule at least one meeting per year.

ARTICLE VII - WORKING HOURS AND OVERTIME

Sec. A: The regular work-days shall consist of eight (8) hours. Employees will be paid for actual hours worked.

Sec. B: Overtime compensation at the rate of one and one half times the employee's regular rate paid for all time worked by such employee for work performed after any normal eight (8) hour straight time period. Overtime from midnight Friday to midnight Sunday.

Sec. C: Overtime periods shall be: From midnight at the start of a Legal Holiday to the next midnight. (Legal Holidays) shall be:

New Year's
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Sec. D: Linehandlers shall be paid overtime rate from midnight Friday to midnight Sunday, and legal holidays. All other times to be straight time.

ARTICLE VIII - RATES OF PAY 2002-2005

VESSEL LOADING AND UNLOADING ACTIVITY

Sec.A:

CLASSIFICATIONS	1/1-12/31/2002 HOURLY
Longshoremen	$21.00
Equipment Operator	$21.00
Winch men	$21.00
Signalmen	$21.00
Crane Operator	$21.00
Hatch Boss	$21.00

CLASSIFICATIONS	1/1-12/31/2003 HOURLY
Longshoremen	$21.00
Equipment Operator	$21.00
Winch men	$21.00
Signalmen	$21.00
Crane Operator	$21.00
Hatch Boss	$21.00

CLASSIFICATIONS	1/1-12/31/2004	HOURLY
Longshoremen		$21.00
Equipment Operator		$21.00
Winch men		$21.00
Signalmen		$21.00
Crane Operator		$21.00
Hatch Boss		$21.00

CLASSIFICATIONS	1/1-12/31/2005	HOURLY
Longshoremen		$21.25
Equipment Operator		$21.25
Winch men		$21.25
Signalmen		$21.25
Crane Operator		$21.25
Hatch Boss		$21.25

Fringe Benefit - Payments & Procedures

In addition to the above wage rates, the AUTHORITY shall pay fringe benefits of $9.50 per hour for the 2002 shipping season, $10.25 per hour for the 2003 shipping season, $11.00 per hour for the 2004 shipping season, and $11.50 for the 2005 shipping season. The Agreement now provides the AUTHORITY to pay specified fringe benefit amounts directly to the individual employee as earned on an hourly basis to be included in said employees' payroll check. The UNION will provide a new check-off form and updated UNION membership list at the start of each contract year (January 1st). The Fringe Benefit payment will be reduced by 3 percent if membership elects to join the New York State Retirement Program.

The hourly rate for all work performed by the I.L.A. aboard ship will be as set forth in the Master Agreement between Great Lakes I.L.A. Employees and Great Lakes District Council International Longshoremen's Association. All work rules and procedures will be established by the Authority and Local 217A. Regular members of the UNION who report for vessel's work when called to work shall receive a minimum of two (2) hours work or pay, provided however, that an employee required to report for work immediately prior to the commencement of the normal or regular work day for the purpose of handling vessel lines shall be given a minimum of three (3) hours work or pay for such work.

Sec. B: All self unloaders will not be required to take line-handlers.

Sec. C: Gang Size - Minimum gang size for:

1. General or palletized - nine men - 8+1 Relief man
2. Heavy Lift Cargoes - nine men - 8+1 Relief man
3. Container vessel with crane - nine men - 8+1 Relief Man
   Container vessel without crane - seven men - 6+1 Relief Man
4. Bulk Cargo - the Authority and the I.L.A. should discuss prior to the vessel's arrival: minimum gang size and all other relative matters in order to establish an efficient operation.

Sec. D: Bulk Storage Operations hatch covers of the bulk storage building will be removed by longshoremen. Two men will be utilized to perform this operation. This will only be required when cargo being handled directly involves ships. The Ogdensburg Bridge and Port Authority reserves the right to utilize its personnel to perform any maintenance work on this building.

Sec. E: On all vessels a relief man will be provided.

Sec. F: Men including drivers, standing by when vessel is late or because of inclement weather may be assigned to perform work in the warehouse or such other work as may be available.

If they elect not to perform this work when offered, they will be signed out and shall not receive wages for the stand-by time.

ARTICLE IX - RETIREMENT BENEFITS

Sec. A: Pension Plan - All I.L.A. employees must apply for membership in the NYS Retirement Plan or none will be covered or admitted as members as such plan. Retirement Plan **75-I** will be in effect. This benefit cannot be elected by a few I.L.A. members and declined by the remaining membership. Employees share of this expense, as established by New York State Law, is 3 percent of gross wage.

If all I.L.A. employees elect to become members of the New York State Retirement System, the cost of such benefit shall be deducted from the Fringe Benefit Payment paid to the I.L.A. employee as set forth in Exhibit B.

ARTICLE X - UNION SECURITY AND CHECK-OFF

Sec. A: The UNION represents that it is in compliance with all of the filing requirements of the Labor Management Reporting and Disclosure Act of 1959, and will remain in compliance with such statutes. The following requirements as to UNION security and UNION membership shall remain in effect only so long as the UNION maintains it compliance status. Assuming that the UNION is in compliance with such requirements thirty (30) days after the effective date of this contract, new members will be included in this agreement provided their names, addresses, social security numbers, and birth dates are presented to the AUTHORITY fifteen (15) minutes prior to commencement of work, and further provided that all employees shall be required as a condition of their employment to remain members in good standing of the UNION.

The parties hereto agree that providing the UNION is and remains in compliance with the said filing requirements of the above status, the AUTHORITY will check off union dues upon receipt of properly executed individual authorization in the form set for in Exhibit A attached hereto. The AUTHORITY shall be free of any and all liability to any person upon the payment of the amount withheld from each employee who has executed the Authorization forms to the Secretary-Treasurer of Local 217-A of the International Longshoremen's Association. Upon such payment, the UNION shall hold the AUTHORITY harmless from any and all claims.

Sec. B: The union will provide the Authority a list of working members within thirty (30) days of signing each new Contract. Included in this list will be members names, addresses, telephone numbers, and social security numbers.

ARTICLE XI - GRIEVANCE AND ARBITRATION (STEVEDORING & WAREHOUSE OPERATIONS)

Any grievance, dispute, complaint or claim arising out of, or relating to this Agreement, shall be handled and disposed of in accordance with the following procedure.

First Step: Whenever any grievance or dispute arises either the management representative (who may be the Director of Operations or hiring agent) or the UNION shop steward together with the employee who may be involved, shall immediately call the problem to the attention of the other party. Each party shall make every effort to reach a settlement consistent with this Agreement.

Second Step: Whenever any grievance or dispute is not settled at the First Step within 48 hours, the matter shall be referred to the business representative of the local or an international and a representative of management who may be an officer of the AUTHORITY of their designee within 48 hours thereafter.

Third Step: In the event the matter cannot be resolved by said parties in the Second Step, either party my submit the dispute to arbitration within seven (7) days after the completion of the Second Step. In the event the parties cannot agree on an arbitrator within three (3) days of the submission, the arbitrator shall be selected under the rules of the Public Employee Relations Board. The decision of the arbitrator shall be final and binding upon all parties and any of the employees who may be involved. The expense of the arbitration shall be split equally by the parties of the agreement.

NO STRIKES - NO LOCKOUTS

Sec. A: The Parties having settled all their differences the negotiation of this Agreement and the provision for the settlement of any grievances, dispute, complaints, or claims which may arise during the term thereof, it is hereby agreed that there shall be no strikes walkouts, or boycotts by the UNION or its members and no lockouts by the AUTHORITY during the term of this Agreement.

Sec. B: If any strike occurs in violation of the Agreement, the UNION agrees immediately and publicly to disavow such strike, to use all reasonable means to prevent the conduct and continuance of such strike, and to take prompt and adequate action, disciplining and penalizing any of its members or representatives who abet or participate in such strike.

ARTICLE XII - TONNAGE INCENTIVE PLAN & CONTAINER ROYAL

The special assessments under the Tonnage Incentive Plan set forth in Section B and the Container Royalty set forth in Section C, shall be paid into an "Employee Direct Benefit Account" safety item, etc. The AUTHORITY will deposit such assessments into the "Account" for subsequent disbursement as approved by mutual agreement between the parties.

Sec. A: COMPLETE SETTLEMENT

The parties agree that during the course of the negotiations here-in, all issues between them have been resolved, that each party has had

adequate opportunity to make any and all demands relating to hours, wages, and working conditions. That such issues have been settled, and no unreasonable labor dispute can arise between them during the term of this Agreement.

TONNAGE INCENTIVE PROGRAM

Sec. B: The AUTHORITY or other longshoremen operating at the Port of Ogdensburg will make tonnage payments effective January 1, 1996, through December 31, 1998, on each weight ton of 2,240 lbs. of cargo loaded or discharged at the Port of Ogdensburg on or from vessels in overseas trade, in the following amounts:

	Effective 1/1/96	Effective 1/1/97
General cargo, Containers, and Heavy Lift	$.05 per ton	$.03 per ton
Steel Cargoes	$.03 per ton	$.05 per ton
All Bulk Cargo, including Grain	$.02 per ton	$.01 per ton

Sec. C: The payments to be made under Section B, of this Article X are intended for a Tonnage Incentive Program and shall be paid out the same as the container royalty provided for under Article IX of this Agreement.

The provision of Article X shall be subject to review and re-negotiation by the respective negotiating Committees of GLAS and the GLD-ILA as of December 31, 1996 in the light of the then existing economic conditions and of the experience gained while such provisions have been in effect. It is expressly agreed that there shall be no affiliated local unions and the employees represented by them and there shall be no right to lock out on the part of GLAS and the employers represented by it, in the event a notice as provided under this Section is given by either party to the other.

ARTICLE XIII - LONGSHOREMEN PER CAPITA DUES

You are hereby authorized to deduct from wages due me and payable every payday the sums checked for each hour paid, being payment of my per capita dues to the International Longshoremen's Association and the Great Lakes District, ILA. You are directed to pay the amounts deducted to such organizations.

You are further authorized to pay directly to the International Longshoremen's Association 10% of all container royalties that are earned under the Collective Bargaining Agreement between you and the ILA.

"I have been given to understand that contributions or gifts to the above mentioned unions pursuant to this assignment, are not deductible from the taxes as charitable contributions. However, they may be tax deductible from my taxes as ordinary and necessary business expenses, if so provided by law." This authorization is automatically renewed from year to year unless otherwise revoked in writing by me.

International Longshoremen's
Association and its Great Lakes
District.

2% of Longshoremen's hourly rate
rounded down to the nearest full dollar.

Gordon Spearance
Employee Signature

Po Box 34
Street or R.F.D.

L. Sodon 13658
City/Town Zip Code

393-7792
Telephone

Royal Nelson
Witness to Employee Signature
(Union Official)
President Local 217 A.

062-32-1529
Social Security Number

ARTICLE XIV - WAREHOUSE ACTIVITY ONLY

Warehouse Pay Rates

I.L.A. members who work on warehouse activity will be paid as follows;

Year:	Wage:
4/1/2002 - 3/31/2003	$18.06 per hour
4/1/2003 - 3/31/2004	$18.60 per hour
4/1/2004 - 3/31/2005	$19.16 per hour

The Full-time Warehouseman would receive the longshoremen rate of pay and fringe benefits when a vessel loading or unloading is in process. With regard to selection, the AUTHORITY will choose the employee considering UNION seniority possessing the necessary qualification.

In the event increasing warehousing activities necessitate additional full-time Warehousemen, then the UNION will submit to the AUTHORITY a list of men interested in becoming part of an enlarged warehouse crew. This crew, selected by the Authority, based on seniority and qualifications, would work under a schedule established by the AUTHORITY.

Both parties desire to point out that the full-time Warehouseman may perform work outside the jurisdiction of the Agreement in order to utilize the employee in the best interests of the AUTHORITY. Such work performed in another union's jurisdiction shall not allow such other union to claim ILA work, nor shall the ILA be allowed to extend its jurisdiction to other work areas.

Starting salary for full time warehousemen hired after 4/1/02 will be $16.00 per hour with full benefits. No vacation time or sick leave time will be allowed for a six-(6) month period. Vacation time and sick leave will be credited after the first six months of service and again on each of the employee's anniversary date. Personal leave will be credited on the date of hire and each anniversary date thereafter and cannot be carried over beyond the 12 month period from your anniversary date.

In the event a part time warehouseman is needed, this salary will be $16.00 per hour with no benefits. If a part time warehouseman is working on a regular basis and a holiday, (as outlined in Section C) falls within this period, the part time warehouseman will be paid for this holiday. The part time warehouseman has the option to apply for membership in the New York State Retirement System.

SECTION A - SELECTION PROCESS OF WAREHOUSEMEN

In the event a part-time warehousemen is needed, the Authority's Director of Operations will select from a list specified for part-time warehousemen provided by the Union. This list will be comprised of at least ten (10) men. The longshoremen will be given two (2) hours notice. This list will be based on seniority and ability.

The Union President will provide this list within thirty (30) days of each new Contract. After thirty (30) days has passed and the Union President has not supplied the list, the Director of Operations will choose a member from the "list of working members."

SECTION B - SICK TIME

4/1/2002 - 3/31/2003 10 paid sick leave days total.

4/1/2003 - 3/31/2004 10 paid sick leave days total.

4/1/2004 - 3/31/2005 10 paid sick leave days total.

SECTION C - PAID HOLIDAYS - WAREHOUSEMEN

New Year's Day, Martin Luther King's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day will be provided for the full-time warehousemen only. Also in the event a vessel is in Port and the full-time warehousemen work this vessel on a legal holiday, they will be compensated with time off (comp time) in lieu of payment for this Holiday.

SECTION D - MEDICAL EXAMINATIONS

The Authority requires an annual Medical Examination for each full-time warehousemen on its time and at its expense. If the cost of such medical examination is not paid under the Authority's Health Insurance Program, the Authority shall reimburse the employee for out-of-pocket expenses not covered by said Health Insurance Program.

SECTION E - HEALTH BENEFITS

The Authority will offer health insurance to the full-time Warehousemen. At 4/1/02 the plan is Administrative Services. At 7/1/02 benefits are provided by SSA Excellus. To be eligible for this benefit, the employee must be full time. The actual plan is subject to change.

Employees shall pay the following towards the premium:

Effective 4/1/02 - 3/31/03	$60.00 Family
	$30.00 Individual
Effective 4/1/02 - 3/31/05	$80.00 Family
	$40.00 Individual

All medical expenses incurred by the employees and their families which would have been applied towards the deductible under the plan, will be paid in full by the OBPA

SECTION F - VACATION PAY

The full-time warehousemen shall receive the following vacation:

4/1/2002 3/31/2003 - 72 Hours of vacation
4/1/2003 3/31/2004 - 72 Hours of vacation
4/1/2004 3/31/2005 - 72 Hours of vacation

Also, for any new full-time warehouseman hired after 4/1/02, the following shall apply:

After three (3) years of service, an additional 16 hours of vacation time will be credited. After five (5) years of service, another additional 16 hours of vacation time will be credited.

SECTION G - PERSONAL LEAVE

4/1/2002 - 3/31/2003	4 Days Personal Leave	- No Carry Over
4/1/2003 - 3/31/2004	4 Days Personal Leave	- No Carry Over
4/1/2004 - 3/31/2005	4 Days Personal Leave	- No Carry Over

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers of the day and year above written.

A) TERM OF THIS AGREEMENT - LONGSHOREMENS' CONTRACT

First Year Commence on April 1, 2002 to March 31, 2003
Second Year Commence on April 1, 2003 to March 31, 2004
Third Year Commence on April 1, 2004 to March 31, 2005

ACCEPTED AND AGREED (LONGSHORMEN'S CONTRACT):

BY: Royal Nelson

TITLE: President Local 217 A

DATE: 8-6-02

B) TERM OF THIS AGREEMENT - WAREHOUSEMEN'S CONTRACT

First Year Commence on April 1, 2002 to March 31, 2003
Second Year Commence on April 1, 2003 to March 31, 2004
Third Year Commerce on April 1, 2004 to March 31, 2005

ACCEPTED AND AGREED (WAREHOUSEMEN'S CONTRACT):

BY: Royal Nelson

TITLE: President Local 217 A-

DATE: 8-6-02

This Agreement shall be effective as of subject to the ratification and execution of this Agreement by the Union.

It shall thereafter be renewed according to negotiations prior to the termination of this Agreement.

If any of the above items are in violation of any State Regulations, Law or Administrative procedures, then both practices will return to Collectively Bargain the item or items in dispute.

OGDENSBURG BRIDGE AND PORT AUTHORITY

BY: _____

TITLE: ~~Deputy~~ Executive Director

DATE: 8/6/02

LOCAL 217-A INTERNATIONAL LONG-SHORE-MEN'S ASSOCIATION AFL-CIO

BY: _____

TITLE: President

DATE: 8-6-02

PATRICK E. HACKETT
Chairman

CONNIE G. AUGSBURY
Vice Chairman

FREDERICK J. CARTER Sr.
Treasurer

GARY R. ALFORD
Assistant Treasurer

ROGER L. McBATH
Secretary

MARY M. FARLEY
Assistant Secretary

OGDENSBURG BRIDGE AND PORT AUTHORITY

ONE BRIDGE PLAZA, OGDENSBURG, NEW YORK 13669, U.S.A.
(315) 393-4080 Fax # (315) 393-7068
www.ogdensport.com

DANNY L. DUPREY
Executive Director

ATTACHMENT TO ILA CONTRACT
4/1/02 - 3/31/05

The two full-time warehousemen employed at April 1, 2002, shall be eligible for a one-time health insurance retirement incentive.

To be eligible, the warehousemen must notify the Authority in writing prior to June 30, 2002 of their desire to elect this incentive **and** must retire between July 1, 2002, and December 31, 2002. If all of the above conditions are met, the following health insurance incentive shall apply at retirement in-lieu of the current policy (dated 5/96) which is in effect:

> *If a full-time ILA warehouseman retires between July 1, 2002, and December 31, 2002, he will be able to continue carrying the OBPA health insurance through retirement regardless of the number of years of service. In addition, for 1-1/2 months times the number of years of service, the employee shall continue to pay $20 per month for individual coverage and $40 per month for family coverage. After that time, the employee's contribution shall be 25 percent of the premium.*

This option expires on December 31, 2002, and will not be extended.

ACKNOWEDGED & AGREED:

International Longshoremen's Association

Royal Nelson
Signature

Royal Nelson
Printed Name, Title

Ogdensburg Bridge and Port Authority

Signature

Joseph E. Tracy
Deputy Executive Director