

SHIPSIDE ADDENDUM

between

EGT, LLC

and

**THE INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL NO. 21**

**EFFECTIVE FEBRUARY 15, 2012,
THROUGH May 1, 2017**

SHIPSIDE ADDENDUM BETWEEN EGT, LLC,
AND ILWU LOCAL 21

1. Introduction.

This Agreement is an Addendum to the collective bargaining agreement between the parties effective February 15, 2012 (the "Primary CBA"). This Addendum addresses terms and conditions of employment applicable only to the ship loading work performed at Berth 9 (also known as "shipside work"). In addition to the terms and conditions stated in this Addendum, the terms and conditions set forth in the Primary CBA shall apply to shipside work. The parties understand that line-handling work is performed by the Port of Longview and not by EGT; therefore, such work is not covered by the Primary CBA or this Shipperside Addendum.

2. Manning and Classification.

2.1 For purposes of this Agreement, the basic loading unit shall consist of:

Three (3) Hatch Tenders
One (1) Ship Foreman

This basic unit will be required to handle the spouts or such other manning as the Company may deem necessary for continuous operations. Hatch Tenders shall perform such work as the Company may require in connection with the loading operation. The Ship Foreman will serve as lead man, and will perform such other duties as relief and continuous operations may require as determined by the Company. The fact that two spouts are operating will not require more than one basic unit. However, when the stow plan of a vessel calls for the continuous loading of three or more hatches simultaneously, an additional hatch tender will be employed during such operations, as determined by the Company.

Using whatever spouts are necessary for efficient loading of the vessel, the parties agree that the loading of ocean going vessels of any type shall be staffed by workers from the Winch Board belonging to or represented by Local 21 or, as to Foremen, belonging to Local 92. Local 21 agrees to forward Company orders for Foremen under this Agreement to the Local 92 Dispatch Hall. However, the Company's collective bargaining relationship and obligations are limited exclusively with Local 21 and not Local 92.

2.2 It is understood that elevator personnel and other landside personnel, including supervisors, may be assigned to ship loading functions on certain occasions when dispatched work units are not available, such as to

commence loading pending arrival of a dispatched work unit at shift starting time, to complete the loading of a vessel, or if dispatched personnel are unwilling to perform the work.

3. Shift Duration.

The normal paid work shift shall be 8, 9, 10, 11 or 12 hours in duration and may be extended beyond the assigned shift as operating conditions require or to complete the loading of a vessel at the Company's discretion. No employee will be scheduled for more than 12 hours in a work day, except that employees may be required to work a one hour extension in a work day to complete a ship loading.

4. Hours of Work and Dispatching.

4.1 The day shift shall be from 7:00 a.m. to 7:00 p.m., but may commence at 7:00, 8:00, 9:00 a.m., or upon commencement of the initial shift, at the Company's discretion. Subsequent shifts may start at 7:00, 8:00, or 9:00 a.m. at the Company's discretion.

4.2 The night shift shall be from 7:00 p.m. to 7:00 a.m., but may commence at 7:00, 8:00, or 9:00 p.m., as determined by the previous shift, or upon commencement of the initial shift, at the Company's discretion.

4.3 In the event eight (8) hour shift scheduling is adopted by mutual agreement, the shift may be extended for up to four (4) hours as may be required by extenuating circumstances at the Company's discretion.

4.4 Dispatch orders for the day and night shifts be made prior to 2:00 p.m. on the day before, with the right of the company to cancel any dispatch order up to 30 minutes before such dispatch time without penalty. Sunday and Sunday night dispatch shall be made on Saturday.

5. Meal Periods.

5.1 All employees covered by this Agreement shall have one unpaid meal period of one (1) hour. Meal periods of the hatch tenders and foremen shall be staggered so as to provide for a continuous pour operation.

5.2 No Employees covered by this Agreement shall work more than 6 hours without a meal.

6. Guarantees.

Employees covered by this Agreement shall be paid only for actual hours worked, except that a dispatched employee shall receive an offer of a minimum of 8 hours work per day for each day he is dispatched.

7. Pay and Benefits

Hourly rates of pay and basic fringe benefits for time actually worked will be as specified in the ILWU-PMA Pacific Coast Longshore Agreement (PCLCD) and the ILWU-PMA Pacific Coast Walking Boss/Foremen's Agreement (PCWB&FA) at the time the work is performed.

8. Grievance Procedure.

Grievances concerning the meaning or application of this Addendum shall be resolved as outlined in Articles IX and X of the Primary CBA.

EGT, LLC

ILWU LOCAL 21

By: Jimmy Gibson

By: De Cuff

Title: V.P. Operations

Title: President

By: Jason P. Jervis

Title: LRC

Dated: 2-9-12

Dated: 2-9-12