

**NEW ORLEANS EMPLOYERS - INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO**

VACATION AND HOLIDAY PLAN

Restated and Amended
Effective as of October 1, 2010

Adopted July 19, 2011
As Amendment #11 and Restatement
of Plan as originally adopted and all
Amendments thereto.

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NOTE: The Plan, as initially adopted effective October 1, 1956, was a Vacation Plan only. It remained a Vacation Plan only from October 1, 1956 to September 30, 1959, and included Amendment #1 effective October 1, 1958. It was amended by Amendment #2 on August 10, 1960, effective October 1, 1959, to be a Vacation and Holiday Plan.

PREAMBLE

WHEREAS, on the 10th day of May, 1957, an Agreement and Declaration of Trust was executed in the City of New Orleans, Louisiana by the following:

1. Certain corporations, partnerships and individual proprietors located in the Port of New Orleans and Baton Rouge Area, such signatories being herein referred to collectively as "Employer", and
2. Local Unions of the International Longshoremen's Association, AFL-CIO, as specified in said Agreement and Declaration of Trust, being herein referred to collectively as "Union", and
3. The Trustees appointed for the Employer and Union, who with their alternates and successors are herein referred to as "Trustees", and their collective capacity as "Board of Trustees; and

WHEREAS, under the terms of said Agreement and Declaration of Trust, as amended, and the terms of a Collective Bargaining Agreement, effective October 1, 1956, and October 1, 1959, the Employer and Union agreed to the establishment of a Vacation and Holiday Plan to be administered jointly by the Trustees named, and authorized the Trustees for and in their behalf to formulate and administer the Vacation and Holiday Plan; and

WHEREAS, the Trustees pursuant to such authority and for the purpose of complying with the stated objectives, formulated and executed a plan with respect to Vacation Benefits effective as of October 1, 1956, and added Holiday Benefits effective as of October 1, 1959, with the Plan being known as the New Orleans Steamship Association-International Longshoremen's Association, AFL-CIO, Vacation and Holiday Plan (being herein referred to as the "Plan"); and

WHEREAS, the Plan has subsequently been amended and restated; and

WHEREAS, the Trustees now deem it advisable to amend and restate the Plan again, effective October 1, 2010, to reflect changes in eligibility, benefits and funding.

NOW, THEREFORE, the provisions of the Plan, as the same heretofore existed, are hereby amended and restated, effective October 1, 2010, to read as follows:

ARTICLE I **DEFINITIONS**

As used herein and unless otherwise defined or required by the context, the following words and phrases, when used in this Plan document as capitalized terms, shall have the meaning indicated:

1. **Agreement and Declaration of Trust** means the Agreement and Declaration of Trust, as amended, entered into on the 10th day of May, 1957, by the Employers, the Member Trustees, the Association, and the Union.
2. **Association** means Midgulf Association of Stevedores, Inc. (formerly known as the New Orleans Steamship Association), an Association incorporated under the laws of the State of Louisiana, which represents the Employers for the purpose of establishing and maintaining the New Orleans Employers – International Longshoremen’s Association, AFL-CIO Pension, Welfare and Vacation and Holiday Plans.
3. **Board** means the Board of Trustees, as defined and constituted from time to time pursuant to provisions of the Agreement and Declaration of Trust.
4. **Collective Bargaining Agreements** means the Collective Bargaining Agreements between the Employers and the Locals, commencing with those entered into on October 1, 1956, and extensions, renewals and successor agreements thereto.
5. **Contributions** mean the payments by the Employers and by the Carrier – ILA Container Royalty Fund No. 5, created pursuant to the Master Contract Memorandum of Settlement for the Collective Bargaining Agreements effective October 1, 2009 and administered in New York, to the Fund.
6. **Dependent** means an Eligible Employee's spouse as a result of a ceremonial marriage for which a license is required and which is evidenced by a marriage certificate and valid under state law and children of such marriage or former marriage of the Employee, including legally adopted children.
7. **Eligible Employee** means an Employee, as defined in this Article I, who is eligible for Vacation and/or Holiday benefits as provided under Article II.
8. **Employee** means the following: (a) any person Employed in the Industry, and (b) Union Representatives excluding Royalty Compliance Investigators.
9. **Employer** means the following: (a) each Employer that is a signatory to one or more Collective Bargaining Agreements and the Agreement and Declaration of Trust; and (b) Local Union parties to the Agreement and Declaration of Trust, for the sole purpose of making certain Local Union Representatives eligible for the benefits hereunder.
10. **Employment in the Industry or Employed in the Industry** means the following: (a) employment or being employed by one or more Employers under the Collective Bargaining Agreements; and (b) employment or being employed by a Local.

11. **Fund** means the Fund created in accordance with the Plan.
12. **ILA** means the International Longshoremen's Association, AFL-CIO, of the New Orleans and Baton Rouge Area.
13. **Labor Contract Year** means any year of the Collective Bargaining Agreements ending September 30th.
14. **Local** means a Local of the Union.
15. **Member Trustee** means a member of the Board.
16. **Plan** means the Vacation and Holiday Plan as contained herein and all amendments thereto.
17. **Plan Year** means a year beginning October 1 and ending the following September 30th.
18. **Union** means the Local Unions, collectively, of the ILA which are parties to the Agreement and Declaration of Trust.
19. **Union Representative** means a member of a Local who is employed by one or more of such entities and is performing various duties in whole or substantial part in the Port of New Orleans or Baton Rouge Area, in connection with the crafts and work covered by the Collective Bargaining Agreements.

ARTICLE II
ELIGIBILITY FOR BENEFITS

1. **Eligibility of Employees Employed Under the Collective Bargaining Agreements**

An Employee under the Collective Bargaining Agreements shall be eligible for a Vacation benefit and/or Holiday benefit for a Plan Year, provided:

- (a) that he has been Employed in the Industry during such Plan Year for not less than the minimum number of hours required for a Vacation benefit and/or Holiday benefit, as determined by the Board and set forth in the attached Exhibit "A" for the Plan Year, excluding all casual and transitional hours within the meaning of the Collective Bargaining Agreements. The Board shall determine and adopt the minimum number of hours required for purposes of eligibility for the Vacation and/or Holiday benefits respectively for each Plan Year/Labor Contract Year, which shall be reflected in Exhibit "A" for the Plan; and
- (b) that his Employer makes full and timely Contributions to the Fund, to the extent required and in accordance with the Collective Bargaining Agreement and the Agreement and Declaration of Trust (Contributions by Employers to the Fund for Employees who are Employed in the Industry are no longer required as of December 6, 2010).

2. **Eligibility of Union Representatives**

A Union Representative shall be eligible for a Vacation benefit and/or Holiday benefit for a Plan Year, provided:

- (a) that he has been Employed in the Industry during such Plan Year for not less than the minimum number of hours required for a Vacation benefit and/or Holiday benefit, as determined by the Board and set forth in the attached Exhibit "A" for the Plan Year, excluding all casual and transitional hours within the meaning of the Collective Bargaining Agreements. The Board shall determine and adopt the minimum number of hours required for purposes of eligibility for the Vacation and/or Holiday benefits respectively for each Plan Year/Labor Contract Year, which shall be reflected in Exhibit "A" for the Plan; and
- (b) that the Union makes full and timely Contributions to the Fund, in the same manner and amount as Contributions are made by Employers for other Employees covered by the Plan. The Contributions shall be made for all hours reported for the Union Representative, with hours to be reported on the basis of 40 hours per week for such period of time as he is employed as a Union Representative on and after October 1, 1956. However, Contributions by the Union to the Fund, on behalf of Union Representatives, are no longer required as of December 1, 2010.

3. **Qualified Military Service**

Notwithstanding any provision of this Plan to the contrary and effective for Employees who are absent from Employment in the Industry by reason of qualified military service and who are

employed or seek re-employment with an Employer on or after October 1, 2002, contributions, benefits and service credit with respect to such qualified military service shall be provided, subject to the following:

- (a)
 - (i) The term "qualified military service" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority, as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), 38 U.S.C. Sec. 4301 *et seq.* and includes: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard, or a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by applicable federal law.
 - (ii) The term "uniformed service" means the Armed Forces as defined in USERRA, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.
- (b) When an Employee begins an absence from Employment in the Industry by reason of qualified military service, he shall receive for that Plan Year only, in addition to creditable hours worked then accrued, service credit for each week of qualified military service on the basis of his average hours of Employment in the Industry per week earned over the 12 months preceding his qualified military service (to be prorated for any partial week), and benefits will be paid to the Employee for that Plan Year based on the total of said creditable hours worked and service credits.
- (c) When an Employee has completed his period of service in the uniformed services, his participation in the Plan will resume on the day he is again Employed in the Industry or available for Employment in the Industry, provided (i) his cumulative qualified military service does not exceed five years (unless the length of service falls within the exemptions set forth in USERRA); (ii) he is employed or makes himself available for employment within the time limits established by the Plan, which shall be those time periods provided by USERRA; and (iii) his qualified military service was not concluded due to circumstances deemed to be disqualifying service by USERRA.
- (d) Upon reemployment or availability for employment (as described in paragraph (c) above) and only for the Plan Year in which the Employee is first reemployed or available for reemployment, the Employee shall receive service credit for each week of qualified military service that occurred in that Plan Year, on the basis of his average hours of Employment in the Industry per week earned over the 12 months preceding his qualified military service (to be prorated for any partial

week), and benefits will be paid to the Employee for that Plan Year based on said service credits and creditable hours worked if any.

- (e) The liability for funding service credit for an Employee's qualified military service shall be allocated in accordance with the policy adopted by the Board and in effect when such service credit is given; however, if and to the extent no such policy has been adopted, the liability shall be treated as a Plan expense payable out of the Fund.

4. **Proof of Eligibility**

The Board shall require necessary and appropriate proof of the eligibility of any person for benefits hereunder. The nature of such proof, the time required, and procedure for furnishing such proof, shall be determined by the Board.

5. **Vesting**

The benefits payable under this Plan shall vest in those Employees who are eligible for such benefits as determined in accordance with this Article II, regardless of whether the person is Employed in the Industry when such benefits are paid. No person, however, shall have any interest in the Fund except to the extent of the Vacation benefit and/or Holiday benefit determined hereunder.

If an Employee is not alive when any payment would otherwise be made to him, the Board may cause such amount to be paid to his Dependent(s) or any of them, or any person deemed appropriate and responsible by the Board, and in such manner as the Board, in its sole discretion, may deem proper. In making this determination, the Board may allow payment, based upon such evidence as the Board in its sole discretion deems to be satisfactory, to the surviving parents and/or siblings in the event the Employee dies and (a) there are no Dependents and (b) a last will and testament has not been probated in a court of appropriate jurisdiction.

ARTICLE III
VACATION AND HOLIDAY BENEFIT

1. **Benefits**

The amount of the Vacation benefit and Holiday benefit to which an Eligible Employee is entitled for a Plan Year/Labor Contract Year shall be determined in accordance with the respective formulas adopted by the Board for such Plan Year/Labor Contract Year and set forth in Exhibit "A" attached to and made a part of the Plan. No later than December 31 immediately following the end of each Plan Year/Labor Contract Year, the Board shall determine and adopt the respective formulas that will apply for computing the amount of Vacation benefits and Holiday benefits payable to Eligible Employees for the Plan Year/Labor Contract Year then ended.

2. **Payment**

The full amount of Vacation benefits and Holiday benefits to which an Eligible Employee is entitled for a Plan Year/Labor Contract Year shall be computed, and payment shall be made, no later than December 31 immediately following the end of such Plan Year/Labor Contract Year, in accordance with the terms, schedules and formulas set forth in Exhibit "A" attached to the Plan and made a part hereof, and pursuant to uniform and nondiscriminatory procedures, rules and regulations adopted by the Board.

3. **Review of Benefit Structures**

The Board shall review the benefit structures from time to time and may make such changes as may be deemed appropriate and consistent with sound business principles.

ARTICLE IV
ADMINISTRATION OF THE PLAN

1. **Administrative Authority**

The Plan shall be administered by the Board, acting in its capacity as the Vacation and Holiday Board. The composition of the Vacation and Holiday Board shall be the same as the Board of Trustees designated from time to time under the Agreement and Declaration of Trust. The organization, compensation, conduct of meetings, and general administrative powers and duties, to the extent applicable, shall be the same as for said Board of Trustees, and the minutes of said Board of Trustees shall include and be deemed to be the same as, where applicable, the minutes of the meeting of the Vacation and Holiday Board.

2. **Powers**

The Board, pursuant to the authority granted under the terms of the Agreement and Declaration of Trust, shall exercise said authority by taking such actions as are necessary for the proper administration of the Plan, including but not limited to the following:

- (a) Establish uniform and nondiscriminatory procedures, rules and regulations for the purpose of carrying out the provisions of the Plan;
- (b) Interpret and construe provisions of the Plan;
- (c) Make determinations as to the rights of any applicant for a Vacation benefit and Holiday benefit, including but not limited to all questions pertaining to eligibility and benefits;
- (d) Authorize payments due under the Plan;
- (e) Prepare and distribute in such manner as the Board determines to be appropriate information explaining the Plan;
- (f) Obtain and analyze reports on receipts and disbursements of the Fund and keep such books of account and records of all transactions of the Board as it deems desirable;
- (g) Pay from the Fund all reasonable expenses in administering the Plan, including but not limited to all expenses which may be incurred in connection with the operation of the Plan and the employment of such administrative, legal, actuarial, clerical and other assistance as the Board in its discretion finds necessary or appropriate in the performance of its duties;
- (h) Set up such reserves as the Board deems necessary for the purposes of the Plan;
- (i) Delegate any ministerial powers or duties to any agent or employee engaged by the Board or to any one or more of the Member Trustees;

- (j) Review and increase or decrease benefits to the extent deemed prudent and advisable.

3. **Decisions of Board Final**

All decisions of the Board, including those made in the interpretation and administration of the Plan, shall be conclusive, final and binding upon all entities and persons whomsoever.

ARTICLE V
FINANCING

1. **Establishment of Fund**

All Contributions to and assets of the Plan shall be held in the Fund established and maintained by the Board. The Board shall designate and establish an account with a depository bank, trust company or other qualified financial institution for the purpose of receiving and holding Contributions that are payable and the interest and other income accruing thereto. The Fund shall be held, invested and disbursed in accordance with the decisions and instructions of the Board.

2. **Contributions**

No Employee shall be required to make contributions to the Fund. All Contributions payable and allocated for purposes of the Plan, as provided below, shall be paid into the Fund:

- (a) Prior to December 1, 2010, Contributions shall be payable to the Fund by the Local Union, for each of its Union Representatives participating in the Plan, for the hours reported on the basis of 40 hours per week, at the same hourly rate payable for collectively bargained Employees under the Collective Bargaining Agreement. These Contributions shall be required for the period of time the Union Representatives are employed as such on or after October 1, 1956 and prior to December 1, 2010. Effective December 1, 2010, the Local Union shall no longer be required to make Contributions to the Fund on behalf of its Union Representatives;
- (b) Prior to December 6, 2010, Contributions shall be payable to the Fund by each Employer that is a signatory to a Collective Bargaining Agreement and Agreement and Declaration of Trust, on behalf of its Employees who are Employed in the Industry. In no event shall these Employer Contributions exceed the amounts stipulated in the Collective Bargaining Agreements. Effective December 6, 2010, these Employers shall no longer be required to make Contributions to the Fund on behalf of its Employees;
- (c) Effective for the three consecutive Plan Years beginning October 1, 2010 and ending September 30, 2013, Contributions shall be payable to the Fund by the Carrier – ILA Container Royalty Fund No. 5, created pursuant to the Master Contract Memorandum of Settlement for the Collective Bargaining Agreements, effective October 1, 2009 and administered in New York. Such Contributions shall be made in three annual payments in October of each such Plan Year;
- (d) notwithstanding the above provisions to the contrary and effective beginning October 1, 2013, Contributions shall resume and be payable to the Fund by the Local Union, for each of its Union Representatives participating in the Plan, and by each Employer that is a signatory to a Collective Bargaining Agreement and Agreement and Declaration of Trust, on behalf of its Employees who are Employed in the Industry, in accordance with and to the extent required by the Collective Bargaining Agreements.

3. **Contributions to Fund Irrevocable**

Neither the Employer, nor the Union nor Carrier – ILA Container Royalty Fund No. 5, shall have any right, title or interest in the Contributions made to the Fund, and no part of the Fund shall revert to the Employer, the Union or Carrier – ILA Container Royalty Fund No. 5. It shall be impossible under the terms of the Plan, or by virtue of any amendment hereto, for any part of the corpus or income of the Fund, except for such sums as may be expended in the administration of the Plan, to be used for, or diverted to, purposes other than the exclusive benefit of the Eligible Employees. At all times the assets in the Fund, to the extent sufficient, shall be allocated for the purpose of paying Vacation and Holiday benefits to the persons then entitled to receive them and to Eligible Employees who subsequently become eligible for such benefits under the provisions of the Plan.

Payment of benefits shall continue in accordance with the provisions of the Plan until the entire Fund is disbursed.

ARTICLE VI
AMENDMENT AND DURATION OF THE PLAN

1. **Review and Amendment**

The Board shall have authority to review all the provisions of the Plan at any time and to make such changes, modifications and amendments as it shall deem desirable, provided that no amendment shall be made which shall have the effect of re-vesting in the Employer, the Union, or Carrier – ILA Container Royalty Fund No. 5, any portion of the Fund.

2. **Termination of the Plan**

This Plan shall continue for a term co-extensive with the term of the Collective Bargaining Agreements and the Agreement and Declaration of Trust, provided that provisions authorizing continuation of the Plan are contained therein. If the Plan is not extended, the Board shall continue to perform and carry out the provisions of this Plan on the basis that all Employees who become thereafter eligible to receive benefits in accordance with the provisions of this Plan shall receive such benefits as if the Plan were extended until the total assets of the Fund are disbursed.

ARTICLE VII
NON-ALIENATION OF BENEFITS

Except as hereinafter specifically provided, no benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable shall be void unless such alienation, transfer, assignment, pledge, or encumbrance is for the specific purpose hereinafter set forth.

No benefit nor the Fund shall be in any manner liable for or subject to the debts or liability of any Eligible Employee entitled to benefits. If an Eligible Employee shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber his benefits under the Plan or any part thereof except for the specific purpose hereinafter provided, or if, by reason of his bankruptcy or other event happening at any time, such benefits would devolve upon anyone else or would not be enjoyed by him, the Board in its sole discretion may terminate his interest in any such benefits and hold or apply it to or for the benefit of such person, his spouse, children, or other Dependents, or any of them in such manner as the Board in its discretion may deem proper, and the payment of benefits to any such person shall constitute a complete discharge of the obligation due to the person on whose behalf such payment is made.

The Board, at its sole discretion, shall have the authority, upon receipt of a request in writing from any Eligible Employee, and for his benefit, to withhold the amount specified in such written authorization from the Vacation benefit payments to the Employee so requesting and annually to transmit the amount withheld to the United Fund for the Greater New Orleans Area as the Employee's contribution. Any written authorization from any Eligible Employee shall be subject to revocation by written notice from said Employee addressed to the Board and received by it on or before November 15 of the year in which it is to become effective.

ARTICLE VIII
INTERNAL REVENUE DEPARTMENT APPROVAL

The Fund was established and is intended to qualify as a voluntary employees' beneficiary association ("VEBA") under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended ("Code"). The Plan and Fund shall be maintained and administered in a manner that is consistent with that intent and will comply with any and all applicable requirements of Code Section 501(c)(9) and other provisions of the federal tax laws (as the same are now in effect or are hereafter amended or adopted), to support its qualification as a VEBA and the deductibility of Contributions to the Plan to the extent applicable.

In the event that any revision to the Plan is necessary to obtain or maintain such status, the Board is authorized to make such changes, retroactively if necessary, as will enable the Plan and Fund to receive or retain such status, adhering as closely as possible to the intentions of all appropriate parties hereto.

ARTICLE IX
GENERAL PROVISIONS AND EXECUTION

1. **Construction**

In the construction of the Plan, the masculine shall include the feminine and the singular the plural in all cases where such meanings would be appropriate.

The headings and sub-headings in this Plan have been inserted for convenience of reference only, and are to be ignored in any construction of the provisions hereof.

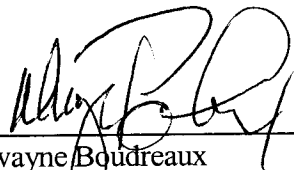
2. **Governing Laws**

This Plan, as amended, shall be governed, construed and administered in accordance with the laws of the State of Louisiana and of the United States of America, and all questions pertaining thereto shall be determined in accordance with those laws.

IN WITNESS WHEREOF, the Board of Trustees, acting under the authority and powers granted to them by the Agreement and Declaration of Trust, have duly adopted this amended and restated Plan, effective October 1, 2010, and have authorized the Co-Chairmen of the Board to affix their signatures hereto this 19th day of July 2011.



Sid Hotard
Co-Chairman, Management Trustees



Dwayne Boudreaux
Co-Chairman, Labor Trustees

EXHIBIT "A"

**FOR
NEW ORLEANS EMPLOYERS - INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO
VACATION AND HOLIDAY PLAN**

**FOR
PLAN YEAR/LABOR CONTRACT YEAR
ENDED SEPTEMBER 30, 2011**

The Board of Trustees of the New Orleans Employers – International Longshoremen’s Association, AFL-CIO Vacation and Holiday Plan, hereby adopt the following eligibility and benefit provisions for the payment of Vacation and Holiday benefits for the Plan Year/Labor Contract Year beginning October 1, 2010 and ending September 30, 2011:

1. ELIGIBILITY REQUIREMENTS:

A. Vacation Benefits for Plan Year ending September 30, 2011:

In order to be eligible for payment of Vacation benefits for the Plan Year ending September 30, 2011, an Employee must be Employed in the Industry by an Employer for a minimum of ___ hours during the Plan Year ending September 30, 2011, excluding all hours worked at the casual or transitional hourly rate.

B. Holiday Benefits for Plan Year ending September 30, 2011:

In order to be eligible for payment of Holiday benefits for the Plan Year ending September 30, 2011, an Employee must be Employed in the Industry by an Employer for a minimum of ___ hours during the Plan Year ending September 30, 2011, excluding all hours worked at the casual or transitional hourly rate.

2. SCHEDULE OF BENEFITS:

A. Vacation Benefits for Plan Year ending September 30, 2011:

The formula for computing the amount of Vacation Benefits payable for the Plan Year ending September 30, 2011, to Eligible Employees who qualify shall be based upon the number of Creditable Hours worked for an Employer during the Plan Year ending September 30, 2011, excluding all hours worked at the casual or transitional hourly rate, as determined in accordance with the following table:

SCALE OF CREDITABLE HOURS WORKED

SCALE OF VACATION BENEFITS

500-599	\$	—
600-699		—
700-799		—
800-899		—
900-1000		—
1000-1099		—
1100-1199		—
1201-1299		—
1300-1399		—
1400-1499		—
1500-1599		—
1600-1699		—
1700-1799		—
1800-1899		—
1900-2003		—
2010-2099		—
2100-2199		—
2201-2299		—
2300-2399		—
2400-2499		—
2500-2599		—
2600-2699		—
2700-2799		—
2800-2899		—
2900-2999		—
3000 and over		—

B. Holiday Benefits for Plan Year ending September 30, 2011:

Holiday Benefits payable for the Plan Year ending September 30, 2011 to Eligible Employees who qualify shall be calculated and paid on the basis of \$ ___ for each hour of Employment in the Industry worked for an Employer during the Plan Year ending September 30, 2011, excluding all hours worked at the casual or transitional hourly rate, beginning with the minimum qualification requirement of ___ hours up to but not in excess of _____ hours.

IN WITNESS WHEREOF, the Board of Trustees acting under the authority granted them by the Agreement and Declaration of Trust, as amended, have duly adopted this Exhibit "A" for the New Orleans Employers – International Longshoremens’ Association, AFL-CIO Vacation and Holiday Plan, for the Plan Year/Labor Contract Year ended September 30, 2011, and at a meeting of the Board of Trustees held on _____, 2011, authorized the Co-Chairmen of the Board to affix their signatures hereto.

Dated: _____

Sid Hotard
Co-Chairman, Management Trustees

Dwayne Boudreaux
Co-Chairman, Labor Trustees