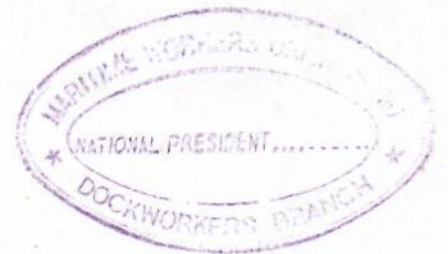




2008

AGREEMENT

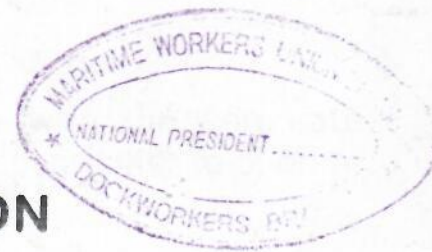
BETWEEN



THE ASSOCIATION OF PRIVATE
OPERATORS OF SEAPORT TERMINALS

AND

MARITIME WORKERS UNION
OF NIGERIA



ON

MINIMUM STANDARDS FOR THE DOCKLABOUR
INDUSTRY



Mohamed

Law

This Agreement is made this day -----
----- between Association of Private Operators of Seaport Terminals whose registered office is situate at Shed 6, Lagos Port Complex Apapa, Lagos, c/o ENL Terminal, (hereinafter referred to as the "Association") which expression shall where the context so admit include its successors in title and assigns on the one part

And

Maritime Workers Union of Nigeria, whose registered office is situate at 119 Osho Drive, Olodi Apapa, Lagos (hereinafter referred to as the "Union") which expression shall where the context so admit include its successors in title and assigns on the other part.

Where As:

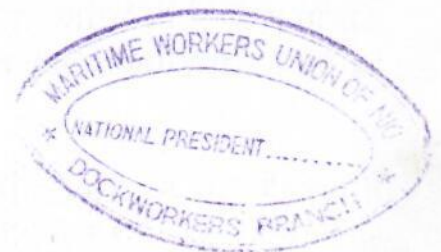
- (I) That the Association is a registered body with the Corporate Affairs Commission of Nigeria and has the responsibility to operate the Terminals of the sea ports.
- (II) That the Union is a registered body under the laws of the Federal Republic of Nigeria charged with the management of all branches of the Union under the Maritime sector in Nigeria.
- (III) That the Association and the Union have agreed to set minimum standards for the Docklabour industry in Nigeria.

NOW IT IS HERE BY AGREED AS FOLLOWS:

1. That the minimum gross wage for any permanently employed Dockworker shall be Thirty-three Thousand Naira (N33,000.00) only as entry point on employment.

Mohamed

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Ch



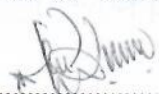
2. That an increase of Ten percent (10%) percent shall be effected on all General/Bulk Cargo as tabulated in Appendix A attached hereto.
3. That the unit payment per laden 40' / 20' container shall be One Thousand, One Hundred Naira (N1,100.00) only and for 40' / 20' empty container, Six Hundred Naira (N600.00) only.
4. That the Association (Employer) shall contribute in favour of each Dockworker in their employment the statutory 7.5% of each worker's monthly emolument as Pension fund contribution towards the employee's retirement fund.
5. That a new manning and productivity level as agreed by the Association and the Union attached hereto as Appendix B shall replace the existing one.
6. That all parties have agreed to abide by all safety standards as set from time to time by the relevant agencies.
7. That a Procedural Agreement and the constitution of the National Joint Industrial Council (NJIC) have been drawn up and accepted by the Association and the Union as authentic document containing the items and modalities for future negotiations between the parties. The Procedural Agreement/the constitution of the National Joint Industrial Council is here by attached as Appendix C.



8. That the life span of this agreement shall be two (2) years from the date of its signing.
9. That in the event of an employer paying higher than the minimum wage, the prevailing wage shall be continued.
10. That on signing this agreement, an NJIC has automatically been constituted.
11. That in the case where there is a breach of this agreement, the aggrieved party shall take the matter to the NJIC for settlement.
12. That this agreement was facilitated by Nigerian Ports Authority (NPA) and Nigerian Maritime Administration and Safety Agency (NIMASA)
13. That the parties have agreed to act in Good Faith.

SIGNED BY THE WITHIN NAMED PARTIES:

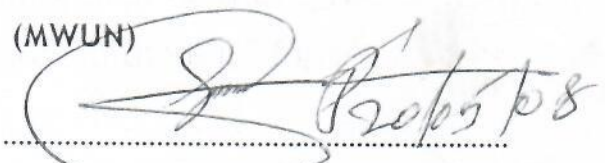
FOR: ASSOCIATION OF PRIVATE
OPERATORS OF SEAPORT TERMINALS

 20/5/08

Chairman

FOR: MARITIME WORKERS UNION OF NIGERIA

(MWUN)


President General
Com. O. Grabor





IN THE PRESENCE OF:

1. Name: Capt. O. Abiodun
 Address: Dangote Group
CBNL
 Position: MD
 Sign./Date: [Signature] 20/05/08

2. Name: h. O. Oluwalade (Mrs)
 Address: Post & Terminal
Operators Nig. Ltd; PH
 Position: M.D.
 Sign./Date: [Signature] 20/05/08

3. Name: Simon Ayika Gbawu
 Address: 11/12 Kofowale Rd
PH
 Position: CHAIRMAN TERMINAL
OPERATORS NEGOTIATION TEAM
 Sign./Date: [Signature] 20/05/08

1. Name: S. AHAM UBANI
 Address: MWUN-119 OSHO DOL
OLADI APABA
 Position: Secretary General
 Sign./Date: [Signature] 20/05/08

2. Name: ASHON NTEJ
 Address: 119 OSHO DOL
LAGOS
 Position: PRESIDENT BOU
 Sign./Date: [Signature] 20/05/08


3. Name: DEBI OGBE
 Address: 23 CHRISTA
ORUKA IKORO
 Position: GEN SEC
 Sign./Date: [Signature] 20-5-08

Alhassan

[Signature]

FURTHER TO THE ATTESTATION CLAUSE SUPRA, NPA AND NIMASA HEREBY APPEND THEIR SIGNATURES AS WITNESSES TO THE AGREEMENT.

NIGERIAN PORTS AUTHORITY

Name: 
Address: NIGERIAN PORTS AUTHORITY
26/28 MARINA, LAGOS
Position: MANAGING DIRECTOR
Sign./Date: 20/05/08

NIGERIAN MARITIME ADMINISTRATION AND SAFETY AGENCY (NIMASA)

Name: E. N. AKUGA-GUSAIT
Address: 4 BURMA RD
APAPA
Position: DEPUTY DIRECTOR
Sign./Date: E. N. Gusait
20-05-08

APPENDIX A

TONNAGE/UNIT RATES

CARGO TYPE	PRODUCTIVITY PER HOOK PER SHIFT	FORMER RATE (N)	10% INCREAMENT (N)	NEW RATE (N)
Rice & Sugar	180 Tons Per Shift	186.68	18.668	205.348
Chemical	150 Tons per shift	186.68	18.668	205.348
Iron & jumbo	500 Tons per shift	186.68	18.668	205.348
Fish (Frozen)	200 Tons per shift	215.16	21.516	236.676
Vehicles/Cars				
LoLo		225.32	22.532	247.852
RoRo		160.00	16.00	176.00
Fertilizer (Grabbing)	240 Tons Per shift	134.8	13.48	148.28
Cement (Grabbing)	3000 Tons per shift	30.99	3.099	34.089
Cement (Suction)	3000 Tons per shift	30.97	3.097	34.067
Wheat (Suction)	3000 Tons per shift	30.97	3.097	34.067
Liquid Bulk	3000 Tons per shift	30.97	3.097	34.067
Non Mechanized Container	600 Units per shift	799.08/20'L 282.68/20'E 842.71/40'L 295.14/40'E		1,100 (laden) 600 (Empty)

7.25

Michael J. Law

Am

APPENDIX B

MANNING AND PRODUCTIVITY LEVEL

For General Cargo: (i.e Rice , Sugar, and Fertilizer in Bags). Three (3) Shifts system is advised for eight straight hours.

CARGO TYPE	CRANE OPERATOR	ON BOARD	ASHORE	PRODUCTIVITY PER/HOOK/ SHIFT
Rice & Sugar	3	8	8	180 Tons Per Shift
Chemical	3	8	8	150 Tons per shift
Iron & Jumbo	3	4	4	500 Tons per shift
Fish (Frozen)	3	12	8	200 Tons per shift
Vehicles/Cars	3	4	4	
Fertilizer (Grabbing)	3	2	12	240 Tons Per shift
Cement (Grabbing)	3	2	4	3000 Ton per day
Cement (Suction)	3	Six (6) men Trimming		3000 Ton per day
Wheat (Suction)	3	Six (6) men Trimming		3000 Ton per shift
Non Mechanized (Container)	3	4	4	600 Units per shift

NOTE:

1. For Cement (grabbing) operation, 6 men are booked on extra services when required.
2. **Container (Mechanized):** It was agreed that whenever container operation is mechanized there shall be a total review of labour requirements for such operation.
3. For Non mechanized container operation, there shall be 4 men lashing/unlashing per hook per shift.
4. Stuffing/unstuffing - 14 men for 40ft container, 8 men for 20ft container.

Mohamed

Don

APPENDIX C

PROCEDURAL AGREEMENT

BETWEEN

ASSOCIATION OF PRIVATE OPERATORS OF SEAPORT
TERMINALS

AND

THE MARITIME WORKERS UNION OF NIGERIA

8TH MAY, 2008

Mohamed

Ram

Len

PART 1

CITATION AND SCOPE

This procedural agreement is made this day -----
----- between Association of Private Operators of Seaport Terminals whose registered office is situated at Shed 6, Lagos Port Complex Apapa, Lagos, c/o ENL Terminal, (hereinafter referred to as the "Association") which expression shall where the context so admit include its successors in title and assignees on the one part

And

Maritime Workers Union of Nigeria, whose registered office is situated at 119 Osho Drive, Olodi Apapa, Lagos (hereinafter referred to as the "Union") which expression shall where the context so admit include its successors in title and assignees on the other part.

ARTICLE 1

1. The Association and the Union, have met together in free and voluntary association in the interest of harmonious employer-employee relations to determine Dockworkers conditions of service.
2. That the Association accepts the Union as the representative and negotiating body for its members in the various Terminals.
3. That a dockworker on joining a company is considered a non-unionized member and his voluntary decision is recognized in accordance with the Trade Union Amendment Act 2005.
4. That upon giving any member of the Association two (2) working days' notice, the Union shall be allowed access to their members at a mutually agreed time and place for purposes of consultation.

5. That the Terminal Operator shall allow any employee who makes a formal request for union membership to join a union of his own choice and the union dues of such unionized members shall not be withheld.
6. That the Association and Union shall enter into collective bargaining and/or discussion on behalf of their respective members on all matters relating to wages, hours of work and other terms and conditions of employment as specified in PART 2, ARTICLES 2 & 3 and such matters relating to terms of employment and which may be agreed from time to time.
7. All negotiations between the Union and the Association shall be effected by the National Joint Industrial Council under the terms of the constitution set out in Part 2, which hereof has been fully exhausted, the Union shall undertake to prevent any form of industrial action and similarly, the Association shall guarantee employment whilst negotiations are in progress.

ARTICLE 2

Declaration of Principles

1. That the Union undertakes not to interfere with the normal functions of management, which gives member companies of the Association the sole right and responsibility to conduct their business in such a manner as they consider fit and to engage, promote, demote, transfer and terminate any employee. Even so, it is agreed that the Union is free to intervene, under just and reasonable cause, in matters affecting the welfare and employment of its members.
2. That the Association and the Union undertake that their officers and/or representatives shall accept responsibility for compliance by their members with the conditions and procedures laid down in this agreement and agree to take all possible steps to prevent or bring to an end as speedily as possible, any action

taken by their members, which is at variance with this agreement or the provisions of any other supplementary agreement, relating there to.

3. That in order to enhance communication between the Union and the Association, the Union undertakes to communicate to the Association immediately after elections of officers, the names of their elected officers, National or Local and to advise of any change from time to time. The Association similarly undertakes to communicate the names of its officers to the Union as well as any change that may occur from time to time.
4. No dockworker or official of the Union shall take undue advantage of being a member or official of the Union to neglect his lawful duties as an employee or cause any other employee(s) or officers of the Union to act in any manner inimical to the smooth running of the Company.

ARTICLE 3

Effect of Government's Pronouncements

In the event that the Federal Government of Nigeria makes a pronouncement as regards increase in salary and/or improved conditions of service for Nigerian workers, both parties agree that the NJIC shall be convened to determine the implication of such pronouncement, whether such pronouncement is applicable to the private sector, especially the maritime labour industry.

ARTICLE 4:

Stoppage of Work

The Union undertakes that there shall be no strike, walkout, stoppages or slowdown of work or any other interference with company's operations by its member except and until the grievance procedures described in this agreement have been exhausted. On the other hand, the Company agrees that there shall be no lockouts, intimidation or victimization of any employee. In the event of strike not authorized by the Union, both parties shall endeavor to bring about an

immediate resumption of normal work and the principle of "NO WORK NO PAY SHALL APPLY" during the period.

ARTICLE 5:

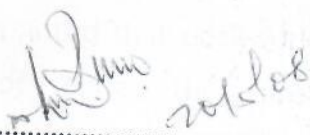
Both parties noted that dockworkers are licensed technical employees by law, whose conditions of service therefore shall have due recourse to the relevant laws, international conventions and best practices.

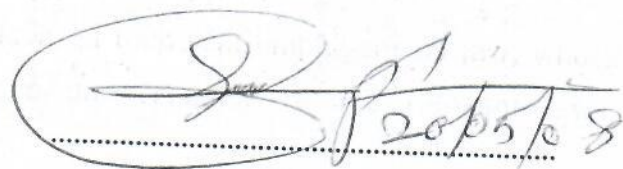
IN WITNESS WHEREOF, this document is executed on the date first written above on behalf of each party by its duly authorized representatives.

SIGNED BY WITHIN NAMED PARTIES:

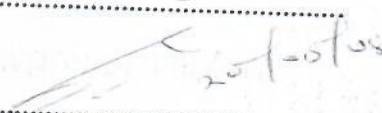
FOR: ASSOCIATION OF PRIVATE
OPERATORS OF SEAPORT TERMINALS

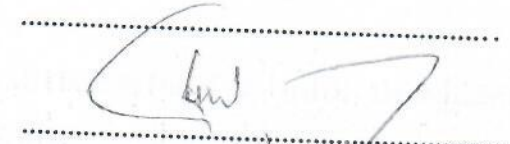
FOR: MARITIME WORKERS UNION OF NIGERIA
(MWUN)



.....
Chairman

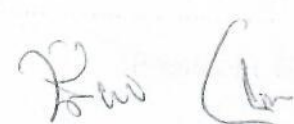

.....
President General
Com. O. Irabor

IN THE PRESENCE OF:

1. Name: Capt. O. Agidiye
Address: Dangote Group
.....
GNK
Position: mg
Sign./Date:  20/05/08

1. Name: Com. S. Adam Uban
Address: MWU - 119 OSHO DRIVE
OLODI, ARAKS
.....

.....





2. Name: L. O. Dubude (Mrs)
Address: Port & Terminal
Operators Nig. Ltd. PH
Position: M.D.
Sign./Date: for 2nd 20/05/08

3. Name: Simon-Akoko Godwin
Address: 11/12 INDUSTRY RD.
P/14
Position: CHAIRMAN TERMINAL
OPERATORS NEGOTIATION TEAM
Sign./Date: 20/05/08

2. Name: Anthony WTED
Address: 119 Osho Drive
LAGOS
Position: PRESIDENT BOU
Sign./Date: [Signature]

3. Name: ADIBISI OGEDERA
Address: 23 CHURCH A.
ORIKUNIA IKERES
Position: GEN-SECRETARY
Sign./Date: [Signature]
20-5-08

FURTHER TO THE ATTESTATION CLAUSE SUPRA, NPA AND NIMASA HEREBY APPEND THEIR SIGNATURES AS WITNESSES TO THE AGREEMENT.

NIGERIAN PORTS AUTHORITY

Name: [Signature]
Address: NIGERIAN PORTS AUTHORITY
26/28 MARINA, LAGOS
Position: MANAGING DIRECTOR
Sign./Date: 20/05/08

[Signature] - [Signature]

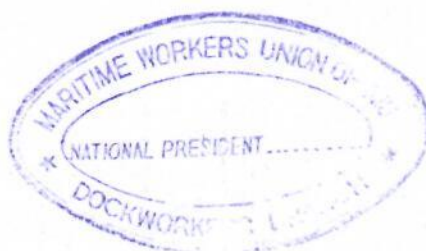
NIGERIAN MARITIME ADMINISTRATION AND SAFETY AGENCY (NIMASA)

Name: E. N. AKIGA-GUSAH

Address: 4 BURMA RD
APAPA

Position: DEPUTY DIRECTOR

Sign./Date: E. N. Gusah
20-05-08



Mohamed

Law (Am)

PART 2

THE CONSTITUTION OF THE NATIONAL JOINT INDUSTRIAL COUNCIL SET UP BY THE ASSOCIATION OF OPERATORS OF SEAPORT TERMINALS AND MARITIME WORKERS UNION OF NIGERIA

Title

The name of the Council shall be "NATIONAL JOINT INDUSTRIAL COUNCIL for the MARITIME INDUSTRY (hereinafter called "the COUNCIL")"

ARTICLE 1

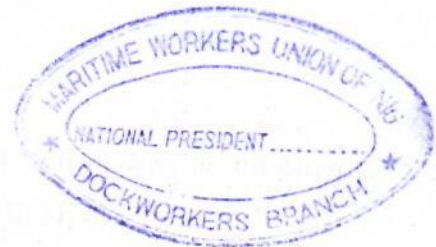
Objective

To settle by negotiation those terms and conditions of employment of unionized dockworkers that may be agreed upon by both sides.

ARTICLE 2

The negotiable/discussable items are as follows:-

1. Manning Level/Mode of Operations
2. Basic Salary
3. Transport Allowance
4. Housing Allowance
5. Meal Subsidy
6. Utility Allowance
7. Annual Leave Allowance/Period
8. Midstream Discharge Allowance
9. Night Allowance
10. Hazard Allowance
11. Overtime Periods and Rates



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12. Terminal Benefits:

- Redundancy Benefit
- Retirement Benefit
- End of Service Benefit

13. Shift System

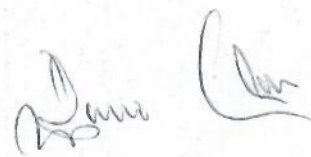
ARTICLE 3

In-House Negotiable Items

Basic standard for each item included here - under shall be agreed to by the Council and all employers are expected to comply with these set standards.

In the event of a violation or non-compliance, the grievance procedure shall be effected. Where the non-compliance persists after the expiration of the time frame in which to make amends, the Council is mandated to notify the appropriate government agency responsible for enforcing the statute. These items are:

1. Hours of Work
2. Sanitation
3. Training of Dockworkers
4. Personal Protective Equipment & Kittings
5. Workmen Compensation
6. Good Housekeeping/Terminal Layout
7. Cargo Handling Gears
8. Medical Facilities for Staff and Family
9. Bus in Bus out
10. Toilet facilities
11. Safety Measures
12. Registration with NIMASA
13. Membership of Union
14. Check-off Dues
15. Cloak/Rest Room
16. Death Benefits
17. Productivity Bonus



18. Casual/Compassionate Leave

19. Promotion

20. Release of union leaders for union meetings and activities

21. Any other item as may be mutually agreed upon by both parties from time to time.

ARTICLE 4

Objects

The Objects of Council shall be:

- a) To secure the maximum possible agreement and co-operation between the Association and the Union in all matters listed under Part 1 of this constitution, with a view to increasing efficiency and productivity, combined with the well being of those employed.
- b) To review and amend from time to time, agreements, decisions or findings reached by the Council, provided that no amendment can be made until a Council meeting is summoned to review such agreements, decisions or findings as stipulated in Part 2, Articles 5 (a) and 9 of this Agreement.
- c) To secure, the speedy, impartial and amicable settlement of real and alleged disputes and grievances on negotiable and non-negotiable matters as covered by this Agreement.
- d) To consider the adequacy or otherwise of the machinery for settlement of grievances between parties in the industry and hence to use their best endeavors to ensure that no strikes, lockouts or any other action likely to aggravate the situation shall take place until such a time as the machinery provided by the law for the settlement of industrial disputes has been exhausted.
- e) Items agreed in accordance with the above shall be considered the first objectives of the Joint Industrial Council, but it is agreed to foster the principle of collective bargaining with the ultimate objective of setting minimum standard of conditions of service within the Industry.

Safety Agency (NIMASA) and Managing Director, Nigerian Ports Authority (NPA).

ARTICLE 7

Officers

- a) In the absence of the Chairman, another person shall be mutually appointed by the parties to chair the meeting. The Chairman may hold office while he enjoys the confidence of both sides of the Council. There shall be joint Secretaries from both parties
- b) That each member of the Association shall recognize the shop stewards and release them for union duties/meetings on 48 hour notice to management except in cases of emergencies.

ARTICLE 8

Committee

The Council may appoint from its own members standing or other Committees to exercise any of their functions and may delegate any of their powers to such committees. The minutes of such proceedings shall be submitted to the National Council for approval. Both parties shall be equally represented on each Committee.

ARTICLE 9

Meetings & Agenda

The Council shall meet at least twice a year. Special meetings can be called by the Chairman of the Council at the request of a majority of the members of either party. At least 14 days notice of a meeting of the Council shall be given, save that in the case of a special meeting 7 days notice shall be given. In case of emergency, the NJIC shall reconvene immediately. Every notice of meeting shall be accompanied by an agenda compiled by the Joint Secretaries and agreed to by both parties setting out the business to be transacted at the meeting.

ARTICLE 10

Quorum

A quorum shall consist of no fewer than 8 members of the Council and of these, 4 shall be the Association's representatives and 4 shall be the Union's representatives.

ARTICLE 11

Settlement of Differences

- a) In the event of a threatened trade dispute, the Council after a request by either party involved shall nominate a conciliatory committee comprising two (2) members from each side of the Council plus NIMASA and NPA representatives within 7 days of the receipt of the complaint. This Committee shall investigate the reasons for the trade dispute and makes recommendations to both parties for a settlement.
- b) In case the Council is unable to resolve the matter within its scope, these issues in dispute shall be reduced to writing and be referred to the Ministry of Labour for necessary action in accordance with Trade Dispute Laws in force.
- c) The Disciplinary Procedures in each Company are duly recognized.

ARTICLE 12

Categorization of Cargoes

Shall be as follows:

1. General Cargo
2. Containers
3. Bulk (Dry and Wet)
4. Ro-Ro/Lo-Lo

ARTICLE 13

Joint Consultative Committee

This agreement shall not preclude the establishment of Joint Consultative Committees at individual company level. A Joint Consultative Committee shall allow the regular

exchange of views and information between the Member Company and representative of its employees on matters of mutual interests affecting efficiency of the industry and welfare of the employees. Such matters shall have the final decision of the Management of the individual company.


ARTICLE 14

Nigerian Ports Authority (N.P.A) & Nigerian Maritime Administration and Safety Agency (NIMASA)

The seaport, being the gate-way to the nation's economy and the high premium placed on the sector by the government, it therefore becomes imperative that the statutory organizations charged with the responsibility of managing the ports and Maritime labour issues respectively should be encouraged by the council to facilitate continuous dialogue amongst the various stakeholders where issues of common economic interest likely to militate against the industry shall be addressed.


SIGNED BY WITHIN NAMED PARTIES:

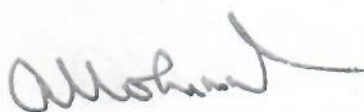
FOR: ASSOCIATION OF PRIVATE
OPERATORS OF SEAPORT TERMINALS


20/05/08

Chairman

FOR: MARITIME WORKERS UNION OF NIGERIA
(MWUN)


20/05/08
President General
Com. O. Irabor







IN THE PRESENCE OF;

1. Name: Capt. O. Abiodun
 Address: Dangote Group
SONL
 Position: M.D.
 Sign./Date: [Signature] 20/05/08

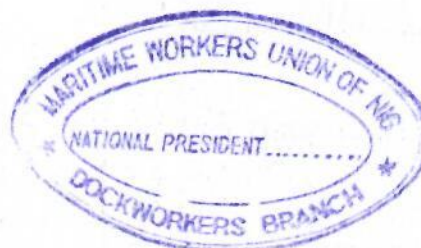
2. Name: L. O. Oubude (Mrs)
 Address: Port & Terminal
Operators Nig. Ltd; PH
 Position: M.D.
 Sign./Date: [Signature] 20/05/08

3. Name: Simon-Ajoke Gbure
 Address:
 Position: CHAIRMAN TERMINAL
OPERATORS NEGOTIATING TEAM
 Sign./Date: [Signature] 20/05/08

1. Name: Com. S. Adam Uban
 Address: MWU -
 Position: Secretary General
 Sign./Date: [Signature] 20/05/08

2. Name: Anthony WED
 Address: 119 OSHO DRIVE
HAZUS
 Position: PRESIDENT-DOCK
 Sign./Date: [Signature] 20/05/08

3. Name: ADEBISI OCEDE
 Address: 23 CHURCH AVE
ORIKUTA IKORODU
 Position: GEN SECRETARY
 Sign./Date: [Signature] 20-5-08



[Signature]

[Signature]

[Signature]

FURTHER TO THE ATTESTATION CLAUSE SUPRA, NPA AND NIMASA HEREBY APPEND
THEIR SIGNATURES AS WITNESSES TO THE AGREEMENT.

NIGERIAN PORTS AUTHORITY

Name: Mohamed

Address: NIGERIAN PORTS AUTHORITY

26/28 MARINA, LAGOS

Position: MANAGING DIRECTOR

Sign./Date: 20/05/08

NIGERIAN MARITIME ADMINISTRATION AND SAFETY AGENCY (NIMASA)

Name: E.N. AKUGA-CUSAH

Address: 4 BURMA RD

APAPA

Position: DEPUTY DIRECTOR

Sign./Date: E.N. Cusah

20-05-08

Mohamed

E.N.

C

EMERGENCY MEETING CONVENED AT THE INSTANCE OF THE
MARITIME WORKERS UNION OF NIGERIA TO RESOLVE SALIENT
ISSUES ON THE AGREED WAGES AT THE WESTERN ZONE
CONFERENCE ROOM ON JUNE 26TH 2008

It was agreed that:

1A. CHARTING OF THE TIME RELATED WAGES (N33,000.00) shall be:

Basic	N16,000
Transport	N7,000
Rent	N6,000
Meal Subsidy	N4,000

1B. PAYMENT FOR EXTRA SERVICES – TALLY CLERKS AND SECURITY

- Extra services shall be calculated based on hourly rate of N187.50/hour for tally clerks and security
- Night allowance is to be negotiated on Terminal basis
- Sunday and public holiday rate shall be N187.5 (x 2)
- Saturday rate shall be – N187.5 (x 1.5)



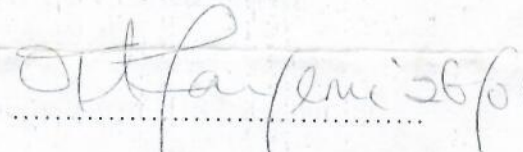
FOR: SEAPORT TERMINAL
OPERATORS ASSOCIATION



FOR: NIGERIAN PORTS AUTHORITY
(NPA).



FOR: MARITIME WORKERS
UNION OF NIGERIA



FOR: NIGERIAN MARITIME
ADMINISTRATION AND
SAFETY AGENCY(NIMASA)