

ATTACHMENTS

Attachment 1: 19-CD-144202, Signed Charge Against Union, Filed January 12, 2015

Attachment 2: Union Exhibits in § 10(K) Hearing Held April 8 and 9, 2015

Attachment 3: Employer Exhibits in § 10(K) Hearing Held April 8 and 9, 2015

Attachment 4: Board Exhibits in § 10(K) Hearing Held April 8 and 9, 2015

Attachment 5: Transcript of § 10(K) Hearing Held April 8 and 9, 2015

Attachment 6: Union's Post-Hearing Brief to the Board in § 10(K) Proceeding, Filed May 22, 2015

Attachment 7: Employer's Post-Hearing Brief to the Board In § 10(K) Proceeding, Filed May 22, 2015

Attachment 8: Board's Order in § 10(K) Proceeding, Reported at 367 NLRB No. 16 (Oct. 11, 2018)

Attachment 9: Region 19 Letter to Respondent, Dated October 17, 2018

Attachment 10: Complaint and Notice of Hearing in Case 19-CD-144202, Issued October 30, 2018

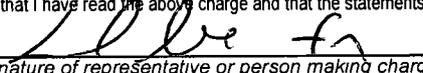
Attachment 11: Answer to Complaint and Notice of Hearing in Case 19-CD-144202, Filed November 13, 2018

Attachment 12: Proposed Order and Notice to Employees and Members

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 19-CD-144202	Date Filed 1-12-15

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Longshoremen's and Warehousemen's Union, Local 12		b. Union Representative to contact Gene Sundet	
c. Address (Street, city, state, and ZIP code) 2064 Sheridan Avenue, North Bend, Oregon 97459		d. Tel. No. 541.756.4188	e. Cell No.
		f. Fax No. 541.756.3851	g. e-Mail ilwu@gte.net
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>(4)(D)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Local 12, ILWU, commencing on September 4, 2014 and continuing on December 4, 13, and 28, 2014: <ul style="list-style-type: none"> • Picketed on or in close proximity to the premises of Southport Lumber Company, both on land and by water picket; • Threatened tow boat companies, including Brusco, Dunlop, Pacific Tug, Knutson, and others with hard timing of their customers if they provide services to Southport; and • Having a union stevedore company threaten customers of Pacific Tug if it provided services to Southport. An object of the picketing and threats includes: <ul style="list-style-type: none"> • The union asserts that work performed by employees of Southport and log barge operators falls within the jurisdiction of the union and it seeks to supplant these employees with those of employers signatory to a labor agreement with it. 			
3. Name of Employer Southport Lumber Company		4a. Tel. No. 541.756.7540	b. Cell No.
		c. Fax No. 541.266.0824	d. e-Mail jason@southportforest.com
5. Location of plant involved (street, city, state and ZIP code) 90800 Trans-Pacific Parkway, North Bend, Oregon 97459		6. Employer representative to contact Jason W. Smith	
7. Type of establishment (factory, mine, wholesaler, etc.) Lumber	8. Identify principal product or service Lumber	9. Number of workers employed	
10. Full name of party filing charge Thomas M. Triplett		11a. Tel. No. 503.796.2901	b. Cell No.
		c. Fax No. 503.796.2900	d. e-Mail ttriplett@schwabe.com
11. Address of party filing charge (street, city, state and ZIP code.) Schwabe Williamson & Wyatt, 360 SW Bond Street, Suite 400, Bend, Oregon 97702			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By <u></u> Thomas M. Triplett, Attorney <small>(signature of representative or person making charge) (Print/type name and title or office, if any)</small> Schwabe Williamson & Wyatt, 360 SW Bond Street, Address Suite 400, Bend, Oregon 97702 (date) <u>1/7/15</u>		Tel. No. 503.796.2901	
		Cell No.	
		Fax No. 503.796.2900	
		e-Mail ttriplett@schwabe.com	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

NLRB-SUBREGION 36

2015 JAN 12 AM 8: 28

PORTLAND, OREGON

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
REGION 36

In the Matter of:

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12,

Case No. 19-CD-144202

Union,

and

SOUTHPORT LUMBER COMPANY,
LLC,

Employer.

Union Exhibits

Place: North Bend, Oregon

Dates: April 9, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
845 North 3rd Avenue
Phoenix, AZ 85003
(602) 263-0885



Monday, March 30, 2015

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CURRENT PROJECTS

North Spit Barge Slip at Southport Forest Products

In the late 1980s, the Oregon International Port of Coos Bay developed a heavy-lift barge slip to serve industrial sites on the North Spit of lower Coos Bay. Since that time the barge slip was used on a limited basis to move large production equipment for various industrial operations in the region. In 2004, the Port sold 32 acres of industrial land and the barge slip to Southport Forest Products for the construction of a modern small-log sawmill. Prior to the opening of the mill, the Port also developed the North Spit Rail Spur to serve the mill and other industrial lands in the TransPacific Parkway corridor.

The *ConnectOregon* I multimodal transportation system funding program presented an opportunity for the Port and Southport to partner on development of a multimodal barge facility with access to rail and road. The barge slip is now reconfigured to handle ocean going cargo barges able to move inbound logs, outbound woodchips and a variety of breakbulk general cargo. Total project cost was approximately \$650,000. The Port/Southport partnership was awarded \$504,000 from *ConnectOregon* I and Southport provided the balance of the required funds.

The Port and Southport negotiated a contract with the Oregon Department of Transportation for the state funding and project oversight of the barge slip redevelopment. All required permitting was completed prior to construction. Southport finished the project during December 2007. In 2012, dredging was completed and the privately-owned barge slip is now in use for intermodal cargo movements.



[Back to Economic Development Page](#)

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Questions? Contact [Webmaster](#).

EXHIBIT NO. 41 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LUWU, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: B. Friant

ConnectOregon Program

Application

PART B - Applicant Qualifications

1. CONTACT INFORMATION

APPLICANT

ORGANIZATION NAME Oregon International Port of Coos Bay	PRIMARY CONTACT PERSON AND TITLE Mike Gaul, Deputy Executive Director
ADDRESS P.O. Box 1215 / 125 Central Ave, Suite 300	TELEPHONE 541 267-7678
CITY, STATE AND ZIP CODE Coos Bay, OR 97420-0311	FAX 541 269-1475

CO-APPLICANT/CO SPONSOR

ORGANIZATION NAME Southport Forest Products LLC	PRIMARY CONTACT PERSON AND TITLE Jason Smith, Manager Member
ADDRESS P.O. Box 298	TELEPHONE 541 756-7540
CITY, STATE AND ZIP CODE Coos Bay, OR 97420	FAX 541 756-7549

2. IS/ARE THE APPLICANT(S) CURRENT ON ALL STATE AND LOCAL TAXES, FEES AND ASSESSMENTS?

YES NO If NO Explain:

PART C - Project Description

3. PROJECT DESCRIPTION AND PURPOSE: Summarize the project's description and purpose. Provide maps in 8 1/2 "X 11" format as hard copy only.

Southport Forest Products Barge Slip - North Spit / Redevelopment Project:

Project Description: This project would rehabilitate a shallow-draft heavy-lift barge slip into a multi-purpose full-draft barge facility with intermodal connections, capable of handling a variety of inbound and outbound commodities. The required work would include adding new sheet pile to two sides of the barge slip, paving equipment access aprons immediately adjacent to the slip and deepening the slip to a depth suitable of handling large ocean-going barges.

Project Purpose and Need: The project purpose is to rehabilitate this limited-use specific-built facility to create a modern intermodal link between barge, truck and rail for Southport Forest Products and the North Bay Marine Industrial Park on Coos Bay's North Spit. The project is needed because Southport is currently having to double-handle inbound whole logs by receiving them at an upper Coos Bay marine terminal and moving them by truck to their North Spit sawmill. In addition, Southport must truck finished lumber to another upper bay facility for barge shipping to domestic west coast markets. The Southport mill complex currently has truck access to the state and federal highway system via TransPacific Parkway, an all-weather industrial access road connecting to U.S. 101, a designated State Freight Route in the Oregon Highway Plan, and freight rail access to the Central Oregon & Pacific (CORP) Railroad with connections to the national rail system via the recently completed North Spit Rail Spur. Creating an intermodal link on the North Spit will facilitate increased barge shipping opportunities through the Port of Coos Bay for industrial firms and other businesses throughout southwest Oregon.

EXHIBIT NO. 42 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: 1LWU, Local 12
NO. OF PAGES: 13 DATE: 4.8.15 REPORTER: R. Friant

4. ConnectOregon (CO) Project Budget

SOURCES OF FUNDS: Please identify the source and amount of moneys comprising your project budget in terms of grants, loans, match and other funds.

SOURCES:	AMOUNT	PERCENT OF TOTAL	DATE AVAILABLE	
			CAL YEAR	QUARTER
a. ConnectOregon Grant	\$506,000.00	78.3%	2006	3
b. ConnectOregon Loan		00.0%		
c. Required Match (Grants - 20% of Total Project) 1	\$140,000.00	21.7%	2006	3
d. Other Leveraged Funds (2)		00.0%		
e. Other Leveraged Funds (2)		00.0%		
f. Other Non-Leveraged Funds (Describe)		00.0%		
g. Other Non-Leveraged Funds (Describe)		00.0%		
TOTAL*	\$646,000.00	100%		

(1) Please describe the source and timing of the 20% match shown above. If applicable include the cost basis of property.

Southport Forest Products will provide the matching funds for a ConnectOregon grant. The funds are available now.

(2) If your project leverages other funds beyond the ConnectOregon grants, loans and match required for your project, please describe the source, timing and basis for valuing the other funds. Leveraged funds must be shown in 1(d) and 1(e) above.

USES OF FUNDS: Please identify the proposed uses and amount of moneys comprising the project budget.

USES:	AMOUNT	PERCENT OF TOTAL	DATE AVAILABLE	
			CAL YEAR	QUARTER
Labor (Payroll)		00.0%		
Contracted Services (If Known)	\$66,000.00	10.2%	2006	3
Materials and Supplies		00.0%		
Capital Outlay (Land)		00.0%		
Capital Outlay (Buildings)		00.0%		
Capital Outlay (Equipment)		00.0%		
Other (Describe): Sheet Pile Replacement	\$280,000.00	43.3%	2006	3
Other (Describe): Ramp Paving	\$100,000.00	15.5%	2006	3
Other (Describe): Dredging	\$200,000.00	31.0%	2006	3
Other (Describe):		00.0%		
TOTAL*	\$646,000.00	100%		

*Totals for Sources of Funds and Uses of Funds must be equal.

5. REAL ESTATE

EXACT ADDRESS OR LEGAL DESCRIPTION: 90800 TransPacific Parkway, North Spit/Coos County, Oregon

a. IS PROPERTY OWNED BY APPLICANT(S)?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	PURCHASE PRICE	DATE
			\$ 560,700.00	October 2004
b. IS PROPERTY TO BE PURCHASED?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	PURCHASE PRICE	DATE
c. IS PROPERTY TO BE LEASED?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
d. DOES THE PROJECT INCLUDE EASEMENTS OR DONATED PROPERTY?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

Provide any additional details here:

Southport Forest Products purchased 32-acres in the North Bay Marine Industrial Park from the Oregon Int'l Port of Coos Bay in October 2004, for a modern sawmill facility with intermodal access. Rail access was completed in October 2005.

PART D - Project Considerations

NOTE: The independent review consultant who will evaluate the project may consider other published or publicly available information when conducting this review.

6. TRANSPORTATION COST REDUCTION: Describe how the project reduces transportation costs for Oregon businesses.

Marine shipping -- in this case barging -- is, in most cases, the most cost-effective method of moving many commodities between North American west coast destinations. Manufactured wood product producers in western and southwestern Oregon can better compete with producers from other regions when they can ship by barge to growing markets in the southwest U.S. via southern California ports, and shippers of bulk and neo-bulk commodities such as woodchips and whole logs can extend their market reach with lower cost marine transportation. Domestic barge shipping, also referred to as "Short Sea Shipping" is identified by the U.S. Maritime Administration (MARAD) as a growing segment of the North American intermodal transportation system and is helping to relieve congestion in the West Coast/Interstate 5 Trade Corridor. Creating additional capacity within the west coast system may have the effect of further reducing overall costs. Greater implementation of "Short Sea Shipping" for cargo moving out of the Port of Coos Bay helps minimize truck movements on local roads and regional highways and may reduce roadway congestion in the southern California region when appropriate commodities are transferred from barge to rail at intermodal facilities.

7. MODAL CONNECTIVITY: Describe how the project benefits or connects two or more modes of transportation.

Rehabilitation of the barge slip in the Southport sawmill complex in the North Bay Marine Industrial Park will create an intermodal transportation facility on the North Spit linking marine (barge), rail and highway. Inbound whole logs can be utilized at the mill site or transferred directly to rail or truck for transport to other mill locations in western and southwestern Oregon. Outbound bulk woodchips can be transferred from rail or truck to barge to provide feedstock for mills on other regional waterways such as the Columbia River or Puget Sound, and manufactured wood products and other breakbulk commodities can be transferred directly from rail or truck to barge for movements to high-consumption markets.

8. STATEWIDE OR REGIONAL TRANSPORTATION LINK: Describe how the project creates a critical link in a statewide or regional transportation system.

The Port of Coos Bay has long been a major wood products and wood fiber shipping center and provides lower-cost market access to many industrial manufacturing firms in the region. Developing an intermodal -- barge/rail/truck -- facility on Coos Bay's North Spit in the Southport Forest Products sawmill complex will increase opportunities for local and regional shippers to move inbound and outbound production materials and finished products to and from markets and suppliers. The Coos Bay harbor is served by several northwest and/or west coast barge transportation firms including Sause Bros., FOSS Maritime and Brusco Tug & Barge. The Coos Bay Branch Line of the Central Oregon & Pacific (CORP) Railroad provides access to the North American rail system through Class I rail connections as well as through other regional shortline railroads, and to other other shippers and/or manufacturers on the CORP's Siskiyou Branch Line. A number of local and regional trucking lines and contract carriers operate through and between the Coos Bay/North Bend area and other Oregon and west coast market centers.

An intermodal facility will support policies in the 1992 Oregon Transportation Plan (OTP) that promote "connectivity" and "linkages to markets," while helping develop a "balanced and efficient freight system." The Southport/North Spit intermodal barge facility will enhance these policies for Coos, western Douglas and western Lane Counties. In addition, the 1992 OTP "encourage(s) development of efficient intermodal freight facilities, open to access to all where feasible, to encourage effective shifts among modes" and the draft 2006 OTP update promotes a "key initiative" that encourages the state, local governments and the railroads to maintain and improve access to marine facilities. That same initiative outlines several relevant strategies, including: a) support and facilitate marine intermodal movements, and b) support capabilities for remaining competitive with other West Coast ports by maintaining adequate waterways and port facilities to support the state's participation in national and international markets.

9. COST BORNE BY APPLICANT(S): Provide the amount by which the project will exceed, or, provide a match beyond ConnectOregon's minimum grant-match requirement of 20%.

The Oregon International Port of Coos Bay will provide project oversight and coordination, while Southport Forest Products will provide the required minimum 20% ConnectOregon match; in this case \$140,000, or 21.7%.

10. PERMANENT AND CONSTRUCTION JOBS CREATION/RETENTION: Describe how the project creates and retains permanent and construction jobs in Oregon.

Permanent Job Creation: Rehabilitation of the Southport North Spit Barge Slip from a shallow-draft, heavy-lift barge slip to a multi-purpose, full-depth barge facility with intermodal capabilities could create two to four new jobs at the Southport sawmill facility.

Permanent Job Retention: Creating an intermodal transportation hub at the Southport Forest Products sawmill in the North Bay Marine Industrial Park will provide additional work opportunities for the local longshore labor force and for other persons employed in marine trades in the Coos Bay harbor.

Construction Jobs: (Assuming construction in 2006/2007)

The Oregon International Port of Coos Bay and Southport Forest Products estimate that construction costs would be about \$580,000 for the proposed project. Based on methodology presented in a recent ODOT report, "Short-Run Job Impacts from Transportation Construction Expenditures in Oregon," the project applications estimate that on an annual basis the barge slip improvements would result in eight (8) direct construction jobs and four (4) indirect and induces jobs related to construction expenditures.

11. ANTICIPATED CONSTRUCTION START DATE OR EQUIVALENT:

October 2006

12. ANTICIPATED PROJECT COMPLETION DATE:

April 2007

13. CONSTRUCTION READINESS: Provide a project timeline and describe where the project is on this timeline in relation to planning, design and permitting issues.

Southport Forest Products and the Oregon International Port of Coos Bay have had an initial scoping meeting with engineering consultants to determine the various tasks required to convert the existing shallow-draft heavy-lift barge slip to a multi-purpose full-draft intermodal marine barge facility. Plans from the construction of the original barge slip are available and provide a broad array of required information.

Final engineering design and production of construction plans will commence upon award of a ConnectOregon grant. Bid documents will be prepared and the project will be advertised. Permitting and any required mitigation planning will also commence at this time. A mitigation site has been identified, if this is required. After bid award, in-water work will commence in order to complete that phase during the allowed in-water work period. This includes sheet pile installation and slip deepening.

Proposed Construction Timeline:

October 1, 2006: Engineering design and production of construction plans. Project will go out to bid.

November 15, 2006: All in-water work will commence; both sheet pile installation and slip deepening. In-water completion deadline is February 15, 2007.

April 2007: Estimated project completion.

14. PROJECT OPERATIONS: How will the ongoing maintenance, operation and replacement of the project be financed?

Ongoing maintenance, barge slip operations and future facility replacement or expansion will be the responsibility of Southport Forest Products.

15. OTHER CONSIDERATIONS AND INFORMATION : Describe any other considerations and information you would like taken into account about the project.

In the late 1980s the Oregon International Port of Coos Bay constructed a shallow-draft heavy-lift barge facility in the North Bay Marine Industrial Park on Coos Bay's North Spit. Funding for the project came primarily from a U.S. Economic Development Administration grant and was part of a larger project to develop transportation infrastructure to support job creation and economic diversification on the North Spit. The barge slip was designed to accommodate the transfer of heavy equipment, cargo modules and manufacturing components from a land side relieving platform to a barge or from the barge to the land side. The slip was constructed so the Port could compete for a project assembling oil field modules for Alaska's North Slope. Since that time, the slip has been used infrequently to move large equipment for regional industrial manufacturing facilities and for a few other shipments.

Coos Bay is Oregon's second busiest deep-draft maritime commerce center, and is the largest deep-draft harbor between San Francisco Bay and the Puget Sound. The ocean entrance/bar crossing to the harbor is one of the safest on the Pacific Northwest coast, and the short 15-mile deep-draft channel helps assure that cargoes move rapidly and quickly through the harbor's marine terminals to domestic and international markets. Nearly 50 deep-draft vessels of various types and more than 125 cargo barges visit the Coos Bay harbor each year, moving an average of 2.1 million tons of commodities annually. Most cargoes are outbound, consisting primarily of wood chips and finished wood products.

The Oregon International Port of Coos Bay was established as a port authority in 1909. The port facilitates economic growth in Oregon's bay area through sale/lease/development of property at various locations along the marine channel and through advocacy for transportation system improvements throughout the southwest region of the state. The North Bay Marine Industrial Park is comprised of several hundred acres of industrial and marine industrial property on the North Spit adjacent to the deep-draft navigation channel in lower Coos Bay. Currently the Port is negotiating to purchase additional industrial acreage on the North Spit. The Port's long-term plans call for continued development of this property for job creation and economic diversification of Oregon's bay area. The proposed development calls for industrial manufacturing capacity and intermodal marine facilities. The Port is presently engaged in siting an Asian-based manufacturing firm and is working with the Jordan Cove Energy Project to develop a multi-use waterway facility.

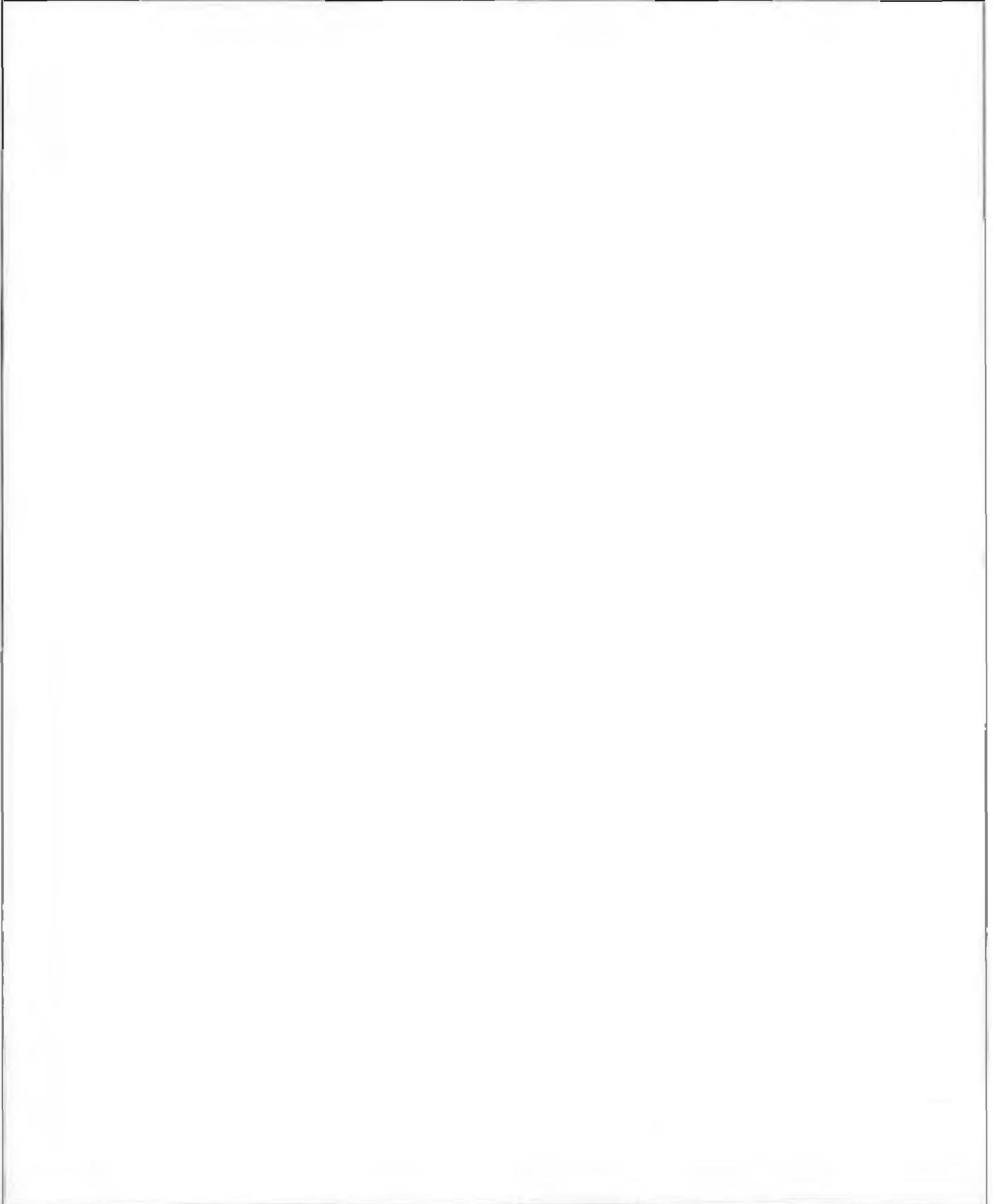
PART E - Supporting Materials: Provide a list here of supporting materials that will be provided as part of your hard copy submission.

Regional/Vicinity Maps and Site Map (see attached)

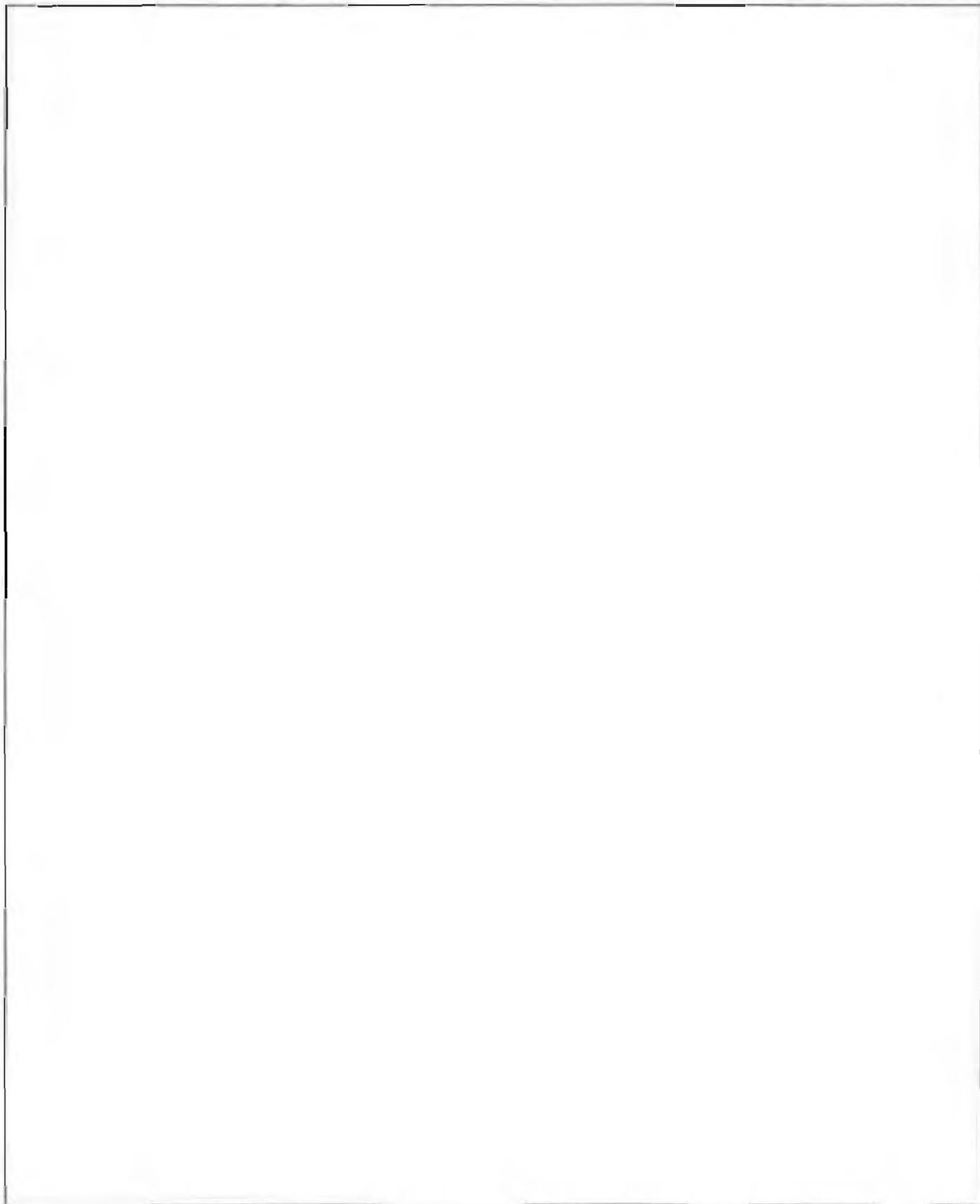
Letters of Support (see attached)

Project Photos (see attached)

ADDENDUM PAGE 8: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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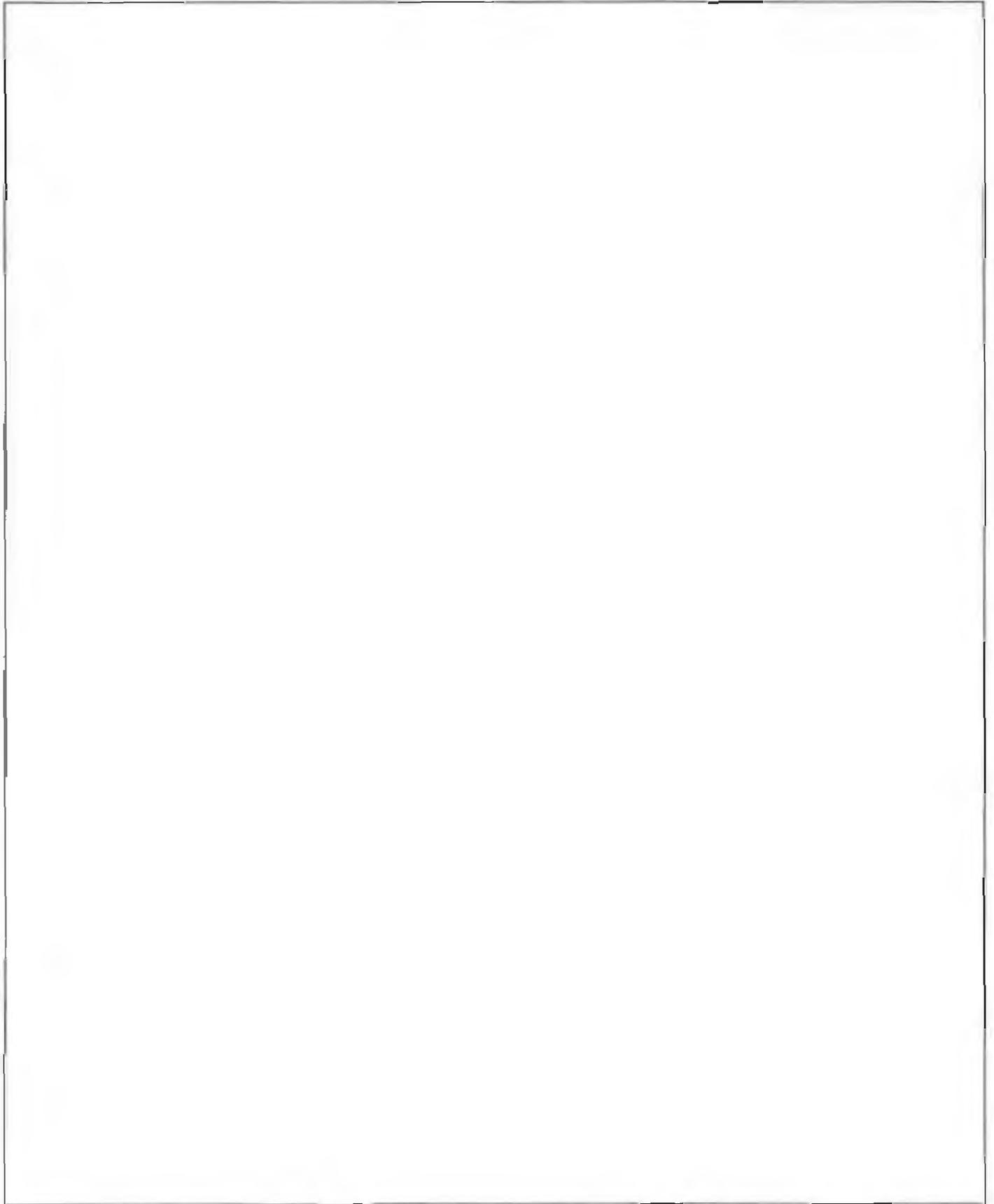
ADDENDUM PAGE 9: Attach additional text here as necessary, identifying the corresponding application question number you are completing.



ADDENDUM PAGE 10: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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ADDENDUM PAGE 12: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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News and Information

From Southport Forest Products and Oregon International Port of Coos Bay

For Immediate Release: February 27, 2013

New Southport Forest Products barge facility boosts Coos Bay harbor exports

Southport Forest Products has expanded operations through the Coos Bay harbor with the opening this month of an intermodal marine barge facility to move wood chips to Northwest customers. The development increases the efficiency of marine operations and the volume of cargo moving through the Coos Bay harbor.

"This barge operation increases Southport Forest Product's abilities to handle multiple products, better control transportation costs and grow our customer base," said Southport co-owner Jason Smith.

Southport Forest Products and the Oregon International Port of Coos Bay partnered to obtain *ConnectOregon* I funding for the intermodal marine freight project. The project cost totaled \$646,000, including \$506,000 from *ConnectOregon* and \$140,000 in matching funds. In 2004, Southport purchased a 32-acre site, including a heavy lift barge slip from the Port for development of a high-tech small log sawmill and access to freight rail service. With the state grant, Southport was able to redevelop the infrastructure for multi-purpose barge operations. The company also purchased an additional 33 acres in 2011 from the Port for development of its wood chipping and log handling operation.

The project is expected to increase employment in Southport's local operations, and in maritime services and the longshore labor sectors.

"We appreciate the fact that the Port was able to partner with Southport to get these funds for the barge slip and create much-needed family wage jobs locally," said Marvin Caldera, president of ILWU Local 12. "We're also happy that the loading operation this month was very successful."

Deep-draft shipping terminals and barge facilities are expected to export nearly 2 million tons of cargo through Coos Bay in 2013. In addition to wood chips, export commodities moving through Coos Bay include logs and mineral ore.

"This development represents an incremental increase in maritime infrastructure for the harbor, and it's a step forward in the development of marine terminals along lower Coos Bay," said Port CEO David Koch.

For additional media information, please contact:
Elise Hamner, Communications and Community Affairs Manager
Oregon International Port of Coos Bay
Phone 541.267.7678 / Email ehamner@portofcoosbay.com

Uham3



Monday, March 30, 2015

Contact Us

Home

NEWS ROOM

News Releases

2015 NEWS RELEASES

- **January 27, 2015**
Coos Bay Rail Link continues to increase revenue carload traffic
- **January 9, 2015**
Give your sweetheart 'crabs' for Valentine's Day

2014 NEWS RELEASES

- **October 3, 2014**
Port of Coos Bay Restarts Strategic Business Planning Process
- **September 4, 2014**
Coos Bay Rail Link wins third award for safe operations
- **September 2, 2014**
Port of Coos Bay Fills Vacant Positions and Adds New Staff
- **July 17, 2014**
Join us for the 25th Annual Charleston Seafood Festival
- **May 5, 2014**
Port of Coos Bay Hires Chief Engineer
- **May 1, 2014**
Port of Coos Bay Seeking Representative for Community Foundation
- **April 22, 2014**
Port of Coos Bay Commissioner Donna Opitz Resigning
- **March 13, 2014**
Coos Bay Rail Link is the nation's 2014 Short Line of the Year
- **March 10, 2014**
Port of Coos Bay seeks Budget Committee applicants
- **Feb. 14, 2014**
Committee seeks names for Charleston Fishermen's Memorial - Application
- **Jan. 9, 2014**
Get crackin' and join us at the 29th Annual Charleston Crab Feed!

ARCHIVED NEWS RELEASES

2013

- **Nov. 22, 2013**
Oregon Senate confirms new port commissioners
- **Nov. 21, 2013**
A&J Archery expands operation in Business Center incubator
- **Oct. 3, 2013**
Vessel launch signals new era for Giddings Boat Works
- **Sept. 19, 2013**
Reedsport railroad improvement project to divert traffic
- **Sept. 13, 2013**
Deep-sea wind power developer to host town hall meeting Sept. 23
- **Aug. 16, 2013**
Come Ride the Rails! Port hosts public rail celebration Aug. 24
- **July 9, 2013**
Port of Coos Bay to sell surplus docks at public auction
- **July 5, 2013**
Charleston hosts 24th Annual Seafood Festival

EXHIBIT NO. U3 RECEIVED REJECTED

19-CD-
CASE NO. 144202 CASE NAME LWU, Local 12

NO. OF PAGES: 6 DATE: 4.8.15 REPORTER: R. Friant

- **May 31, 2013**
[Coos Bay Rail Link signs long-term pact with Port](#)
- **May 15, 2013**
[Charleston hosts Blessing of the Fleet ceremony](#)
- **May 14, 2013**
[Deep-sea wind energy developer to host town hall meetings](#)
- **May 13, 2013**
[Port to present results of Charleston Master Plan Update](#)
- **April 29, 2012**
[Port restores full service to entire Coos Bay rail line](#)
- **April 3, 2012**
[State rejects challenge to multi-purpose cargo slip permit](#)
- **April 3, 2013**
[Charleston hosts Oyster Feed on April 27](#)
- **April 1, 2013**
[Port will continue to consider cargo development opportunities](#)
- **March 26, 2013**
[Coos Bay Rail Link wins award for safe operations](#)
- **February 27, 2013**
[New Southport Forest Products barge facility boosts Coos Bay exports](#)
- **February 18, 2013**
[Committee seeks names for Charleston Fishermen's Memorial Application](#)
- **February 15, 2013**
[Shipping channel project to temporarily close North Spit parking area](#)
- **January 30, 2013**
[Port to review public records policies](#)
- **January 14, 2013**
['Crack up' fresh Oregon Dungeness at the Charleston Crab Feed](#)
- **January 11, 2013**
[Port Commissioner Caddy McKeown resigns to take legislative post](#)

2012

- **Dec. 28, 2012**
[Charleston celebrates completion of pedestrian/bike safety project](#)
- **Nov. 30, 2012**
[Long-time Port Commissioner Dan Smith resigns](#)
- **Nov. 26, 2012**
[Port to kick off Charleston Marina Complex Master Plan update](#)
- **Nov. 9, 2012**
[Port hires Charleston harbormaster](#)
- **Oct. 29, 2012**
[State to host 'ocean zoning' public meeting in North Bend](#)
- **September 26, 2012**
[Coos Bay Rail Link wins national safety award](#)
- **July 30, 2012**
[Port hires chief operating officer](#)
- **June 18, 2012**
[Oregon Resources Corp. exports new commodity at Coos Bay](#)
- **June 15, 2012**
[Port hires chief executive officer](#)
- **June 6, 2012**
[Port to begin next major phase of railroad reconstruction](#)
- **May 16, 2012**
[Charleston to bless commercial fishing fleet in Memorial Day service](#)
- **May 3, 2012**
[Port and college partner in Cooperative Work Experience program](#)
- **April 2, 2012**
[Charleston hosts "Ahh Shucks" Oyster Feed on April 28](#)
- **February 17, 2012**
[Committee seeks names for Charleston Fishermen's Memorial - application form](#)
- **February 11, 2012**
["Crack Up" fresh Oregon Dungeness at the Charleston Crab Feed](#)

2011

- **December 21, 2011**
[Oregon issues permit for multi-purpose vessel slip, access channel](#)
- **December 16, 2011**
[Port offers reward in railroad vandalism case](#)

- **November 28, 2011**
CEO Jeffrey Bishop ends 7-year tenure with Port
- **November 23, 2011**
Auction List
Port offers surplus vehicles, marina supplies at public auction
- **September 19, 2011**
Port urges caution on Coos Bay rail line, warns against trespassing
- **September 1, 2011**
Boat Basin Drive improvement project focus of town hall meeting
- **August 19, 2011**
Port of Coos Bay to remove Citrus Dock building
- **August 15, 2011**
Port acquires Coos Bay North Spit wastewater lagoon property
- **August 15, 2011**
Port initiates exclusive negotiating process for prospective developers
- **July 26, 2011**
Port and South Slough dedicate new paddlecraft launch
- **July 20, 2011**
Town Hall meeting to discuss Eastside Boat Ramp parking expansion
- **July 7, 2011**
Contractors urged to apply for listing on small works roster
- **May 31, 2011**
Port seeks rail safety program volunteers
- **May 23, 2011**
Contractor to spray weeds along Coos Bay rail line
- **May 13, 2011**
Port to host contractor information meeting on rail line rehabilitation
- **May 2, 2011**
Charleston Ice Dock Re-opens for Fishing Fleet
- **April 22, 2011**
Port selects operator for Coos Bay rail line
- **April 15, 2011**
Rep. DeFazio secures \$2.5 million for Coos Bay rail line
- **April 4, 2011**
Port recognizes staff for safe work record in 2010
- **March 17, 2011**
Port of Coos Bay committee votes down marine reserves proposals
- **March 7, 2011**
Rep. DeFazio expedites funds for railroad repairs
- **January 31, 2011**
Port seeks Budget Committee applicants

2010

- **December 29, 2010**
Port and Xerox Corp. finalize call center lease
- **December 29, 2010**
Port finalizes acquisition of UP-owned section of Coos Bay rail line
- **December 9, 2010**
Port hires company to cut brush, reduce fire danger
- **November 30, 2010**
Coos Bay Port to host town halls on Marine Reserves options
- **November 17, 2010**
Charleston Ice Dock to close for upgrades
- **November 4, 2010**
A&J Archery opens in Business Center incubator
- **October 15, 2010**
Port receives \$13.5 million grant for railroad
- **September 18, 2010**
Crabbing fleet lands \$12.9 million in Charleston
- **September 8, 2010**
Port appoints Charleston Harbormaster
- **August 25, 2010**
Governor Kulongoski announces \$7.8 million railroad grant
- **August 16, 2010**
2009-10 crab season ends on high note
- **August 2, 2010**
Port hires chief operating officer
- **May 10, 2010**
Road realignment project begins this week on Coos Bay North Spit
- **April 19, 2010**
U.S. Fish & Wildlife Awards Grant to State Marine Board and Port of Coos Bay
- **April 12, 2010**

Ice available again to Commercial Fishermen at the Charleston Marina

- **February 26, 2010**
Charleston Memorial Committee Sets March 15 as Deadline for submitting applications

2009

- **August 24, 2009**
Business News Brief
- **June 22, 2009**
Port of Coos Bay Commission Authorizes Rail Tunnel Bid Award
- **March 3, 2009**
Port Seeking Public-At-Large Representatives for Marine Reserves Committee
- **February 5, 2009**
News Release from Oregon Economic and Community Development Department
State Partners with Port of Coos Bay to Purchase Rail Line

2008

- **November 5, 2008**
Port Commission Authorizes Purchase of Coos Bay Rail Line
- **June 12, 2008**
Ford Family Foundation Provides Grant for Marina Restroom Project
- **June 8, 2008**
Rail Damage Prompts Access Enforcement on North Spit
- **April 10, 2008**
Marine Board Approves Two Coos County Area Boating Facility Projects
- **March 11, 2008**
Coos Bay Port District Board Seeking Applicant for 2008/09 Budget Committee
- **January 25, 2008**
Aaron Simons Promoted to Marine Facilities Manager
- **January 25, 2008**
U.S. Economic Development Administration Announces Performance Award
- **January 23, 2008**
Port Staff Recognized for a safe work record in 2007

2007

- **August 8, 2007**
Governor Kulongoski Set to Sign House Bill 5036 in Coos Bay
- **August 7, 2007**
18th Annual Charleston Seafood Festival Slated For August 18-19, 2007
- **April 5, 2007**
Commercial Fishermen Will Have Ice in Charleston for the 2007 Fishing Season
- **February 12, 2007**
Charleston "Town Hall" Meeting Set to Discuss Final Draft Master Plan

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Misc. Contracts and Agreements
No. 23494

Multimodal Transportation Fund Program: Grant Awards

GRANT AGREEMENT
MULTIMODAL TRANSPORTATION FUND PROGRAM
Southport Barge Slip-N Spit / Redevelopment Project N Bay Marine Industrial
Park

THIS GRANT PROGRAM AGREEMENT, hereinafter referred to as "Agreement" is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and Oregon International Port of Coos Bay, acting by and through its elected officials,, hereinafter referred to as "Recipient."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 777.112, the Oregon International Port of Coos Bay may enter into cooperative agreements with the counties, cities, or units of local government for the performance of work on certain types of improvements projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ConnectOregon Partnership – Program Administration Agreement No. 23434, incorporated herein and by this reference made a part hereof, ODOT may enter into this Agreement for the performance of work on Projects.
4. Pursuant to ORS 367.080 through 367.086, there is established the Multimodal Transportation Fund, separate and distinct from the General Fund, allowing for the issuance of lottery bonds for the purpose of financing grants and loans to fund Transportation Projects that involve air, marine, rail or public transit.
5. By the authority granted in ORS 367.082, ODOT may provide from moneys in the Multimodal Transportation Fund established by ORS 367.080, grants and loans for transportation projects to public bodies and to private entities.
6. The Multimodal Transportation Fund Program began through ConnectOregon, a \$100 million lottery-bond-based initiative approved by the Oregon Legislative Assembly in 2005 to invest in air, rail, marine and transit infrastructure to ensure Oregon's transportation system is strong, diverse and efficient. The Multimodal Transportation Fund Program is focused on improving the connections between air, rail, marine and transit modes of transportation to reduce transportation costs to businesses, remove key bottlenecks and increase connectivity.

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7. The receipt and use of Multimodal Transportation Funds and the execution of this Agreement by Recipient are subject to conditions imposed by ORS 367.080 through 367.086 and administrative rules under Division 35 of OAR Chapter 731.
8. The Oregon Transportation Commission (OTC) approved the projects to be funded under the Multimodal Transportation Fund Program at its July 19, 2006 meeting. The OTC has set specific conditions on all approved projects and the inability to meet these OTC conditions may result in a loss of project funding. Final approval for the project is subject to meeting all the OTC conditions as stated below:
 - The Recipient must produce and provide all documentation identified in the project application, which includes the feasibility readiness to construct, permits and complete all other promised elements. The documentation must indicate the likelihood the project can be completed in the time frame planned.
9. Safety is of paramount concern to ODOT. ODOT encourages recipients of ConnectOregon grant funds to have safety as a high priority for all phases of work.

DEFINITIONS

1. ConnectOregon, as defined in Oregon Laws 2005, Chapter 816, is a legislatively authorized lottery-bond-based initiative to invest in air, rail, marine and transit infrastructure in Oregon.
2. Recipient, as defined in OAR 731-035-0020(16), means an Applicant that enters into Agreement with ODOT to receive funds from the Multimodal Transportation Fund.
3. ConnectOregon Oversight Committee is to be composed of (A) ODOT Program Manager, (B) Oregon Department of Aviation (ODA) Program Manager, (C) ODOT Freight Mobility Manager, (D) ODOT Region representative, and (E) a non-agency representative, appointed by ODOT's Project Manager to address the ConnectOregon Program and Project specific issues.

NOW THEREFORE, the premises being general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Under said provisions, Recipient agrees to rehabilitate the shallow-draft heavy-life barge slip into a multi-purpose full-draft barge facility with intermodal connections, hereinafter referred to as "Project." The Project description, tasks and deliverables, schedule and budget are further defined in Exhibit A, Statement of Work, attached hereto and by this reference made a part hereof.
2. The total Project cost is estimated at \$646,000, which is subject to change. The ConnectOregon grant funds are limited to \$506,000, or 80 percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be

ConnectOregon Fund Program

EXHIBIT NO. U4 RECEIVED REJECTED

19-CD-

CASE NO. 144202 CASE NAME 1LWU, Local 12

NO. OF PAGES: 14 DATE: 4.8.15 REPORTER: R Friant

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reimbursed at 80 percent until the \$506,000 limit is reached. ODOT cannot reimburse Recipient for any work performed or for Project costs incurred prior to the effective date of this Agreement.

- a. Matching funds must be provided by the Recipient in the form of cash outlays or soft match for eligible Project expenses and cover at least 20 percent of the eligible Project costs. Recipient shall be responsible for the 20 percent match requirement and any costs in excess of the ConnectOregon grant funds.
 - b. If the Project is not completed in accordance with the application and this Agreement as they may be amended, the Recipient shall pay back all of the ConnectOregon grant funds to ODOT. Any funds disbursed but not used for the approved Project must be returned to ODOT. Recipient understands eligibility for ConnectOregon grant funds applies only to Project costs incurred on or after the effective date of this Agreement.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall terminate five (5) years from the date of execution. Any changes to the Project scope or delivery schedule must be approved by the ConnectOregon Oversight Committee prior to execution of an amendment to this Agreement. The ConnectOregon Oversight Committee may choose to request review by the OTC. Recipient's obligation to maintain and operate the Project will survive termination of this Agreement.

RECIPIENT OBLIGATIONS

1. Recipient shall perform the work described in Exhibit A.
2. Recipient shall submit to ODOT's Program Liaison a monthly invoice and updated progress report on the Project schedule. The invoice must adhere to generally accepted accounting principals and must contain this Agreement number, the Project start and end date, as well as a detailed breakdown of funds expended to date and dollars remaining. In the event an invoice is not necessary during a specific period, an updated progress report on the Project schedule must be submitted separately each month reflecting continuous progress.
3. Upon completion of the Project, Recipient shall compute the actual total Project cost and an itemized statement of final costs shall be submitted to ODOT.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279A, 279B and 279C, as applicable, incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and

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- (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project.
 6. Notwithstanding the foregoing defense obligations in the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
 7. Recipient shall require its contractor to indemnify ODOT and name ODOT as a third party beneficiary of the resulting contract, obtain and keep in effect during the term of the contract Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this Agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000 when applicable and shall carry at a minimum personal injury and property damage insurance with a single limit of \$1,000,000 for all claims arising out of a single accident or occurrence. Recipient shall also insure that the contractor provides an additional \$1,000,000 excess insurance coverage over the basic \$1,000,000 coverage. Each annual aggregate limit shall not be less than \$2,000,000 when applicable. The contractor shall include Recipient and ODOT as named insured on policies issued for this Project, or shall furnish an additional insured endorsement naming the same as additional insured to the contractor's existing public liability and property damage insurance. The certificate of insurance shall include the State of Oregon, Transportation Commission and its members, Department of Transportation, officers and employees as additional insured. Recipient shall provide a copy of the certificate to ODOT prior to construction of the Project. The insurance coverage shall not be amended, altered, modified or cancelled insofar as the coverage contemplated herein is concerned without at least thirty (30) days prior written notice.

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8. Recipient, and if Recipient contracts for work on the Project then also its contractor, shall complete the Project under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
9. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its subcontractors complies with these requirements.
10. Recipient shall, upon execution of this Agreement, complete and file with the appropriate County Clerk, an Acknowledgment of ODOT Assistance, which is attached hereto as Exhibit B, and by this reference made a part hereof. Recipient shall provide confirmation of this filing by forwarding to ODOT's Project Liaison a conformed copy of the recorded Exhibit B. By means of said acknowledgment, a lien shall be established against said property and assets subject to the satisfaction of Recipient's financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation and/or demand. ODOT's interest in said property is proportional to the state participation in Project. While in default of conditions underlying the lien, Recipient will be ineligible to receive state funds from any ODOT-administered program for any project on a street, road or property. The Acknowledgment of ODOT Assistance shall remain in place for the life expectancy of the Project.
11. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. ODOT and Recipient agree that the useful life of this Project is defined as twenty (20) years. Recipient has, by submitting its application for this grant, represented and certified to sufficient funds and to its ability to operate and maintain the Project. ODOT may conduct periodic inspections for five (5) years following the execution of this Agreement to verify that Project is being properly maintained and continues to serve the purpose for which ConnectOregon grant funds were provided.
12. Maintenance responsibilities shall survive any termination of this Agreement.
13. Recipient certifies and represents that the individual(s) signing this agreement has/have been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Recipient.
14. Recipient's Project Manager is Mike Gaul, Deputy Executive Director, 125 Central Avenue, Suite 300, Coos Bay, OR 97420-0311, (541) 267-7678.

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ODOT OBLIGATIONS

1. Based upon the ConnectOregon grant fund allocation allowed, ODOT agrees to pay Recipient \$506,000, or 80 percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at 80 percent until the \$506,000 limit is reached.
2. Upon receipt of a monthly invoice and updated progress report on the Project schedule, ODOT shall review for approval and make payment to Recipient for approved eligible costs.
3. This Agreement is contingent upon issuance and sale of lottery bonds sufficient to fund this Project. This Agreement is effective and work may begin upon execution, but ODOT's obligation to make Project payments is contingent upon the issuance and sale of lottery bonds by the State Treasurer. ODOT will notify Recipient when such sale has occurred and ConnectOregon grant funds are available.
4. ODOT shall monitor the Project for compliance and notify the Recipient in writing if it appears Recipient is failing to comply with Multimodal Transportation Fund Program requirements as specified in ORS Chapter 367; OAR Chapter 731, Division 35; the terms of this Agreement; and Recipient's application.
5. ODOT may impose sanctions against Recipient for failing to comply with the requirements governing the Multimodal Transportation Fund Program. Before imposing sanctions, ODOT will send a notice to cure to Recipient if Recipient fails to comply with Program requirements and will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct the deficiencies noted. The following circumstances may warrant sanctions:
 - a. Work on the approved Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on the Project has not been maintained for six (6) months.
 - b. State statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key Milestones shown in the Project schedule slip by more than three (3) months.
6. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:

ConnectOregon Fund Program

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- a. Revocation of an existing award.
 - b. Withholding of unexpended funds.
 - c. The return of unexpended funds or repayment of expended funds.
 - d. The barring of the Recipient from applying for future assistance.
 - e. Other remedies that may be incorporated into this Agreement.
7. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. ODOT's Program Liaison is the Senior Local Roadway Standards Engineer, Local Government Section, 355 Capitol St. NE, Rm 326, Salem, OR 97301-3971 or an individual designated by the Highway Finance Manager in the event of the unavailability of the aforementioned individual.

GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:
 - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable ODOT, in its reasonable discretion, to continue making payments under this Agreement.
 - c. ODOT, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. Recipient may terminate this Agreement effective upon delivery of written notice to ODOT under any of the following conditions:
 - a. ODOT fails to make payments due under this Agreement, or
 - b. ODOT fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms and after receipt of written notice from Recipient, fails to correct

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such failures within ten (10) days or such longer period as Recipient may authorize.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
4. Recipient acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
5. ODOT and Recipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
7. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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Oregon Transportation Commission on July 19, 2006, approved the ConnectOregon project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

Oregon International Port of Coos Bay,
by and through its Board of
Commissioners

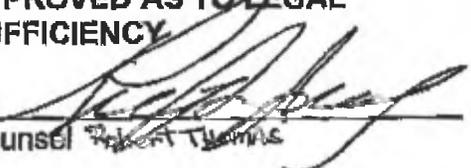
By  Executive Director

Date 10/20/06

By _____

Date _____

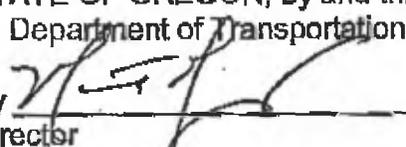
**APPROVED AS TO LEGAL
SUFFICIENCY**

By  Counsel Robert Thomas

Date 10/19/06

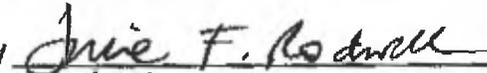
Recipient Contact:
Mike Gaul, Deputy Executive Director
Oregon International Port of Coos Bay
125 Central Avenue, Suite 300
Coos Bay, OR 97420-0311

STATE OF OREGON, by and through
its Department of Transportation

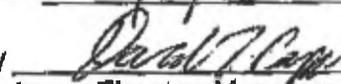
By  Director

Date 11-3-06

APPROVAL RECOMMENDED

By  Julie F. Rodwell
Freight Mobility Manager

Date 11/1/06

By  David T. Capp
Highway Finance Manager

Date 10/20/06

APPROVED AS TO LEGAL SUFFICIENCY

By  Assistant Attorney General

Date 10/24/06

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Multimodal Transportation Fund Program: Grant Awards

**EXHIBIT A
STATEMENT OF WORK**

**Application No. 064-06
Southport Barge Slip – North Spit Redevelopment Project – North Bay Marine
Oregon International Port of Coos Bay**

A. PROJECT DESCRIPTION

1. The purpose of the Project is to develop an intermodal – barge, rail, and truck – facility on Coos Bay's North Spit in the Southport Forest Products sawmill complex which will increase opportunities for local and regional shippers to move inbound and outbound production materials and finished products to and from markets and suppliers. This Project will create additional capacity within the west coast system and reduce the overall cost of doing business. This Project will also provide additional employment for local longshore labor force and for other people employed in the marine trades in the Coos Bay harbor.
2. This Project consists of rehabilitating the shallow-draft heavy-life barge slip into a multi-purpose full-draft barge facility with intermodal connections, capable of handling a variety of inbound and outbound commodities. The Project includes adding new sheet pile to two sides of the barge slip, paving equipment access aprons immediately adjacent to the slip and deepening the slip to a depth suitable for handling large ocean-going barges.
3. Recipient has conducted the initial scoping meeting to determine the various tasks required for this Project. Plans for the construction of the original barge slip are available and provide a broad array of required information, which could be used on this rehabilitation Project. Recipient will provide the oversight and coordination for the Project.
4. There is a concept level design, but the cost estimates lack details on quantities, units or breakdown of other than construction costs. Final engineering design and production of construction plans will commence upon execution of this Agreement, including preparation of bid documents and Project advertisement. Permitting and any required mitigation planning will also commence upon execution of this Agreement. If a mitigation need is identified, a mitigation site is available. After bid award, in-water work will commence in order to complete that phase of the Project during the allowed in-water period, including sheet pile installation and slip deepening portion of the Project.
5. Funds for project scoping services, permitting and final plans/ biddable engineering documents shall be provided by a private partner. Therefore, ConnectOregon funds will not be required for that portion of the Project. However, there may be a need to perform some mitigation services prior to

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Multimodal Transportation Fund Program: Grant Awards

obtaining the permits. The ConnectOregon funds will only be used for the construction and Project close-out services, and any mitigation services under the Permitting task, if required.

6. This Statement of Work includes an additional Exhibit associated with the Project which is attached hereto and by this reference made a part hereof as follows:

Exhibit A-1 Vicinity Map of Project

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has three (3) Key Milestones. Key Milestones are used for evaluating performance on Project and determining the level of compensation for completed work as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement. If the Not to Exceed (NTE) amount for a Key Milestone is higher than the actual time and materials costs incurred for that Key Milestone, ODOT Program Liaison may allow any unspent funds to be shifted to another Key Milestone by written notice of such authorization to the Recipient's Project Manager.

The anticipated start date of the Project is: October 2006

The estimated completion date of the Project is: May 2007

Table 1: Key Milestones

Milestone	Description	Estimated Due Date	Estimated NTE Amount
1	Permits: Copy of permit(s) within ten (10) days of obtaining such permit(s). If mitigation is required.	October 2006	\$40,000
2	Construction Contract Award: A copy of the Notice to Proceed.	November 2006	N/A
3	Project Completion and Close-Out: A letter indicating completion of Project accompanied by final invoice and copy of Project close-out documents.	May 2007	\$580,000
	Costs for Prior Work Performed		\$ 26,000
	Total Project Cost		\$646,000
	Total NTE Grant Fund Allocation		\$506,000

C. BUDGET

Total Project costs are estimated at \$646,000. The grant fund allocation for this Project is \$506,000. Recipient shall be responsible for any unanticipated costs over the identified grant fund allocation.

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Multimodal Transportation Fund Program: Grant Awards

EXHIBIT B

Agreement Number: 23494

Project Name: Southport Barge Slip-N Spit / Redevelopment Project N Bay Marine
Industrial Park

ACKNOWLEDGMENT OF STATE ASSISTANCE

The property and assets under the jurisdiction of Oregon International Port of Coos Bay, were improved with assistance from the State of Oregon, Department of Transportation under an agreement executed between Oregon International Port of Coos Bay, and the Oregon Department of Transportation (ODOT) dated _____, Such assistance was provided to Oregon International Port of Coos Bay, in reimbursement of costs associated with the Southport Barge Slip-N Spit / Redevelopment Project N Bay Marine Industrial Park. The use and disposition of said property is subject to the terms of the above noted Agreement, copies of which may be obtained from the Director of ODOT.

By: _____

Title: _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 20__

NOTARY PUBLIC FOR OREGON

My commission expires: _____



SOUTHPORT FOREST PRODUCTS, LLC
SOUTHPORT LUMBER CO., LLC

May 7, 2012

Marvin Caldera, President
ILWU Local 12
2064 Sheridan Ave
North Bend, OR 97459

Dear Marvin,

It was good to speak with your LRC last week about the pending Weyerhaeuser log shipment from the Southport barge slip. As you know, Weyerhaeuser contracts their log barge transportation with Brusco and stevedoring services in Coos Bay with Jones Stevedoring Company. Unfortunately, we were not able to come to an agreement on an acceptable manning for the shipment. Weyerhaeuser has decided not to ship this load due to the potential for problems. Instead they have decided to sell the logs locally. However disappointing this may be, we must move on.

Southport's relationship with Weyerhaeuser and other customers is very important to us. We see a potential to expand our business with them by utilizing the barge slip for the shipment of lumber and wood chips. We also purchase logs from outside the area and transport them by barge for use in our mill and we have shared barge capacity with other local mills. These opportunities make up the base of potential shipments to utilize the barge slip. We envision a facility that is both cost efficient, competitive and capable of handling a combination of potential commodities.

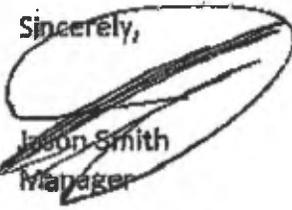
As the owner of the barge loading facility we are concerned that it may not be practical to consider these potential opportunities. We would like to pursue other business but we need to come to an understanding with your membership. We would like your consideration of the following manning scenarios:

- Wood Chip Loading – 2 Button Pushers
- Inbound and Outbound Logs – 2 Crane Operators
- Lumber Barge Loading and Unloading – 4 Forklift Operators and 2 Extra Men

As to others, we suggest working out the details through your employers when opportunities come up.

Please let me know as soon as possible if this is acceptable so that we can plan accordingly for future business.

Sincerely,



Leon Smith
Manager

EXHIBIT NO. 45 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME LCWU, Local 12
NO. OF PAGES: 3 DATE: 4.8.15 REPORTER: R. Friant

Area: OR - Internal
Work Date: 02/19/2013

PMA Allocation System
510 PNW Allocation Details

02/18/2013 11:37
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Sh
1	1	MTC OR	BARGE DT 285 02/19/2013 1	Coos GP ^{SOUTH PORT} Chip Barge		Chip	2	1	1	
No Demand	1	JONES-OR	MIMOSA AFRICANA 02/18/2013 1	Coos Rose Forest Bulk Dry		Chip	2	1		

46

U-6

Area: OR - Internal
Work Date: 02/20/2013

PMA Allocation System
510 PNW Allocation Details

02/19/2013 12:37:28
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
No Demand	1	JONES-OR	MIMOSA AFRICANA 02/18/2013 1	Coos Rose Forest Bulk Dry		Chip	1	1				
No Demand	1	MTC OR	BARGE DT 285 02/19/2013 1	Coos GP Chip Barge		Chip	1	1				

EXHIBIT NO. 46 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME LWU, Local 12
NO. OF PAGES 69 DATE: 4-8-
15 REPORTER: R. Friant

MAR/19/2013/TUE 11:09 AM

FAX No.

P. 005/010

Area: OR - Internal
Work Date: 03/20/2013

PMA Allocation System
510 PNW Allocation Details

03/19/2013 11:41:09
Page: 3 of 6

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Re
1	1	JONES-OR	OCEAN MELODY 03/20/2013 1	Coos Ocean Term Logs		logs - xtd dock	1	3	3		
2	1	JONES-OR	ARISO 03/20/2013 1	Coos Rose Forest Bulk Dry		Chip	2	1	1		
3	1	MTC OR	DT 285 03/20/2013 1	<i>SouthPort</i> Barge		Chip	2	1	1		

Area: OR - Internal
Work Date: 03/22/2013

PMA Allocation System
510 PNW Allocation Details

03/21/2013 11:23:18
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill Shrt	Recap Ret
1	1	JONES-DR	OCEAN MELODY 03/22/2013 1	Coos Ocean Term Logs		logs - xd dock	2	3	3	
No Demand	1	JONES-OR	ARISO 03/20/2013 1	Coos Rose Forest Bulk Dry		Chip	1	1		
No Demand	1	MTC OR	DT 285 03/21/2013 1	Coos GP Chip Barge		Chip	1	1		

P. UU3/UU4

Area: OR - Internal
Work Date: 04/17/2013

PMA Allocation System
510 PNW Allocation Details

04/16/2013 11:51:18
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES - OR	TIMARU STAR 04/17/2013 1	Coos Ocean Term Logs		logs - xd dock	8	2	2		
2	1	WTC OR	BRUSCO 250 04/17/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

APR/16/2013/TUE 11:12 AM

APR/21/2013/SUN 10:39 AM

FAX No.

P. 005/006

Area: OR - Internal
Work Date: 04/22/2013

PMA Allocation System
510 PNW Allocation Details

04/21/2013 10:47:01
Page: 3 of 5

Hail: 12

Priority	Sft	Company	Vessel/Priority	Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285	04/22/2013 1	Coos Southport Forest Other Bulk		Chip	2	1	1		
2	1	JONES-OR	MILBANKE II	04/22/2013 1	Coos Rose Forest Other Bulk		Chip	1	1	1		
No Demand	1	JONES-OR	TIMARU STAR	04/17/2013 1	Coos Ocean Term Logs		logs - xd rock	3	3			

P.004/007

Area: OR - Internal
Work Date: 04/23/2013

PMA Allocation System
510 PNW Allocation Details

04/22/2013 11:32:41
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	AMERICAN HIGHWAY 04/23/2013 1	Ptld T4-414/15 415 Autos	To Ptld	T108	1	2	2		
No Demand	1	JONES-OR	TIMARU STAR 04/17/2013 1	Coos Ocean Term Logs		logs - xd dock	2	3			
No Demand	1	MTC OR	BARGE DT 285 04/22/2013 1	Coos Southport Forest Other Bulk		Chip	1	1			
Rel	1	JONES-OR	MILBANKE II 04/22/2013 1	Coos Rose Forest Other Bulk		Chip					1

FAX No.

APR/22/2013/MON 10:55 AM

OR - Internal
Work Date: 06/05/2013

PMA Allocation System
510 PNW Allocation Details

06/04/2013 11:35:34
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recaj	Re
1	1	MTC OR	BARGE 250-22 06/05/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1			
No Demand	1	JONES-OR	JIANGMEN TRADER 05/29/2013 1	Coos Ocean Term Logs		logs - xd dock	2		3				

Area: OR - Internal
Work Date: 06/21/2013

PMA Allocation System
510 PNW Allocation Details

06/20/2013 11:01:08
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Reca	Re
1	1	MTC OR	BARANOF 06/21/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1			
No Demand	1	JONES OR	DIAMOND HARBOUR 06/16/2013 1	Coos Ocean Term Logs		logs - xd dock	3		3				

Area: OR - Internal
Work Date: 07/01/2013

PMA Allocation System
510 PNW Allocation Details

06/30/2013 12:28:58
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Ret
1		MTC OR	BARGE DT 285 07/01/2013 1	Coos Southport Forest Barge		Chip	2	1	1		
No Demand	1	JONES-OR	WHITE CORAL 06/30/2013 1	Coos Ocean Term Logs		logs - xd dock	7	2			

Area: OR - Internal
Work Date: 07/02/2013

PMA Allocation System
510 PNW Allocation Details

07/01/2013 12:05:47
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
No Demand	1	JONES-OR	WHITE CORAL 06/30/2013 1	Coos Ocean Term		logs - xd dock	6	2				
No Demand	1	MTC OR	BARGE DT 285 07/01/2013 1	Coos Southport Forest Barge		Chip	1	1				

JUL/01/2013 MON 11:43 AM

PAX No.

P. 004/008

Area: OR - Internal
Work Date: 07/18/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285 07/18/2013 1	Coos Southport Forest Bulk Dry		Chip	2	1	1		
No Demand	1	JONES-OR	LUZON STRAIT 07/12/2013 1	Coos Ocean Term Logs		logs - xd dock	2	3			
Rel	1	JONES-OR	MILBANKE II 07/17/2013 1	Coos Rose Forest Bulk Dry		Chip					1

07/17/2013/WEB 10:34 AM

FAX No.

P. 003/004

Area: OR - Internal
Work Date: 07/18/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	2	MTC OR	BARGE DT 285 07/18/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

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P. 003/004

Area: OR - Internal
Work Date: 07/19/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	LUZON STRAIT 07/12/2013 1	Coos Ocean Term Logs	Fr Ptd Fr Lngv	logs - xd dock logs - xd dock logs - xd dock	1	3	1		1	1
No Demand	1	MTC OR	BARGE DT 285 07/18/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1				

07/18/2013 11:17:19

PMA NO.

R. 003/004

Area: OR - Internal
Work Date: 08/05/2013

PMA Allocation System
510 PNW Allocation Details

08/04/2013 11:07:20
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	JIANGMEN TRADER 08/05/2013 1	Coos Ocean Term Logs		logs - xtd dock	5	2	2		
2	1	MTC OR	BRUSCO 250 08/05/2013 1	Coos Southport Forest Non Statistical		Chip	1	1	1		
3	1	MTC OR	BARGE DT 285 08/05/2013 1	Coos GP Chip Barge		Chip	2	1	1		

Area: OR - Internal
Work Date: 08/06/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Ret
1	1	JONES-OR	BARGE OCEAN OREGON 08/06/2013 1	Coos Rose Forest Bulk Dry		Chip	1	1	1		
No Demand	1	JONES-OR	JIANGMEN TRADER 08/05/2013 1	Coos Ocean Term Logs		logs - xl dock	4	2			
No Demand	1	MTC OR	BARGE DT 285 08/05/2013 1	Coos GP Chip Barge		Chip	1	1			
(BACK)	1	MTC OR	BRUSCO 250 08/05/2013 1	Coos Southport Forest Non Statistical		Chip	1	1			1

Area: OR - Internal
Work Date: 08/15/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285 08/15/2013 1	Coos GP Chip Bulk Dry		Chip	2	1	1		
2	1	MTC OR	BRUSCO 250 08/15/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		
Rel	1	JONES-OR	SOUTHERN STAR 08/12/2013 1	Coos Rose Forest Bulk Dry		Chip					1

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Area: OR - Internal
Work Date: 08/15/2013

PMA Allocation System
510 PNW Allocation Details

08/14/2013 11:16:30
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	2	MTC OR	BRUSCO 250 08/15/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

08/14/2013 WED 11:03 AM

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Area: OR - Internal
Work Date: 08/24/2013

PMA Allocation System
510 PNW Allocation Details

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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rec
1	1	MTC OR	BARANOF 08/24/2013 1	Coos Southport Forest Barge		Chip	1		1	1		F
No Demand	1	JONES-OR	BLACK FOREST 08/22/2013 1	Coos Ocean Term Logs		logs - xd dock	6	2				

Area: OR - Internal
Work Date: 08/24/2013

PMA Allocation System
510 PNW Allocation Details

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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Re
<u>1</u>	2	MTC OR	BARANOF 08/24/2013 1	Coos Southport Forest Barge		Chip	1		1	1		

Cancel

Area: OR - Internal
Work Date: 09/05/2013

PMA Allocation System
610 PNW Allocation Details

09/04/2013 15:50:53
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE 285 09/05/2013 1	Coos Southport Forest Barge		Chip	2	1	1			

Area: OR - Internal
Work Date: 09/06/2013

PMA Allocation System
510 PNW Allocation Details

09/05/2013 11:38:07
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recaj	Re
No Demand	1	MTC OR	BARGE 285 09/05/2013 1	Coos Southport Forest Barge		Chip	1	1				

Area: OR - Internal
Work Date: 09/13/2013

PMA Allocation System
510 PNW Allocation Details

09/12/2013 11:55:59
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	R
1	1	MTC OR	BARANOFF 09/13/2013 1	Coos Southport Forest Break-Bulk		Chip	1	1	1		
No Demand	1	MTC OR	BARGE 285 09/12/2013 1	Coos GP Chip Bulk Dry		Chip	1	1			
Rel	1	JONES-OR	OCEAN OREGON 09/11/2013 1	Coos Rose Forest Bulk Dry		Chip					

Area: OR - Internal
Work Date: 09/13/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Re
1	2	MTC OR	BARANOFF 09/13/2013 1	Coos Southport Forest Break-Bulk		Chip	1	1	1		

Cancelled

Area: OR - Internal
Work Date: 09/22/2013

PMA Allocation System
510 PNW Allocation Details

09/21/2013 11:38:48
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rec
1	1	JONES-OR	SANTIAGO BASIN 09/15/2013 1	Coos Oregon Term Logs	Fr Van	logs - xd dock logs - xd dock	1	3	1		1	1
2	1	MTC OR	BARANOFF 09/22/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		

Area: OR - Internal
Work Date: 09/22/2013

PMA Allocation System
510 PNW Allocation Details

09/21/2013 11:40:4
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt
1	2	MTC OR	BARANOFF 09/22/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1	

Cancelled

Area: GR - Internal
Work Date: 10/03/2013

PMA Allocation System
510 PNW Allocation Details

10/02/2013 10:59:28
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P. 005/009

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Barth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	MILKY WAY II 10/02/2013 2	Coos Rose Forest Other Bulk		Chip	2	1	1		
2	1	MTC OR	BARGE DT 285 10/03/2013 1	Coos Southport Forest Bulk Dry		Chip	2	1	1		
No Demand	1	JONES-OR	JJANGMEN TRADER 09/28/2013 1	Coos Ocean Term Logs		logs - xd clock	4	3			

FAX No.

OCT/02/2013/WED 11:01 AM

Area: OR - Internal
Work Date: 10/04/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
No Demand	1	JONES-OR	JIANGMEN TRADER 09/28/2013 1	Coos Ocean Term Logs		logs - xd dock	3	3			
No Demand	1	MTC OR	BARGE DT 285 10/03/2013 1	Coos Southport Forest Bulk Dry		Chip	3	1			
Rel	1	JONES-OR	MILKY WAY II 10/02/2013 2	Coos Rose Forest Other Bulk		Chip					1

FAX No.

OCT/03/2013/THU 11:07 AM

Area: OR - Internal
Work Date: 10/15/2013

PMA Allocation System
510 PNW Allocation Details

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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec I
1	1	JONES-OR	DAIO DISCOVERY 10/15/2013 1	Coos Oregon Term Other Bulk		Chip	3	1	1		
2	1	MTC OR	BARANOFF 10/15/2013 1	Coos Southport Forest Barge		Chip	1	1	1		
No Demand	1	JONES-OR	MAIPO RIVER 10/14/2013 1	Coos Ocean Term Logs		logs - xtl dock	7	2			

P. 005/010

FAX No.

OCT/14/2013/MON 11:26 AM

P. 006/010

Area: OR - Internal
Work Date: 10/15/2013

PMA Allocation System
510 PNW Allocation Details

10/14/2013 11:21:03
Page: 2 of 3

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Ret
1	2	JONES-OR	DAIO DISCOVERY 10/15/2013 1	Coos Oregon Term Other Bulk		Chip	3	1	1		
2	2	MTC OR	BARANOFF 10/15/2013 1	Coos Southport Forest Barge		Chip	1	1	1		

PAX No.

OCT/14/2013/MON 11:26 AM

Area: CR - Internal
Work Date: 10/16/2013

PMA Allocation System
510 PNW Allocation Details

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P. 006/012

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	VF 250 10/16/2013 1	Coos Southport Forest Barge		Chip	1	1	1		
No Demand	1	JONES-OR	DAIO DISCOVERY 10/15/2013 1	Coos Oregon Term Other Bulk		Chip	2	1			
No Demand	1	JONES-OR	MAIPO RIVER 10/14/2013 1	Coos Ocean Term Logs		logs - xt dock	6	2			
Rel	1	MTC OR	BARANOFF 10/15/2013 1	Coos Southport Forest Barge		Chip					1

FAX No.

OCT/15/2013/TUE 11:54 AM

- Internal
Date: 10/25/2013

PMA Allocation System
510 PNW Allocation Details

10/24/2013 10:40:11
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE DT 250 10/25/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

OCT/24/2013/THU 11:09 AM

- Internal
Date: 10/25/2013

PMA Allocation System
510 PNW Allocation Details

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Cancelled

Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap	Rel
1	2	MTC OR	BARGE DT 260 10/25/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1			
2	2	JONES-OR	OCEAN OREGON 10/25/2013 2	Coos Rose Forest Bulk Dry		Chip	1		1	1			

FAX No.

OCT/24/2013/THU 11:09 AM

Area: OR - Internal
Work Date: 10/30/2013

PMA Allocation System
510 PNW Allocation Details

10/29/2013 09:59:50
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	JAMAICA BAY 10/30/2013 1	Coos Ocean Term Logs		logs - xfd dock	9	2	2		
2	1	MTC-OR	BARGE DT 285 10/30/2013 1	Coos Southport Forest Bulk Dry		Chip	2	1	1		

*Order
Amor.*

Area: OR - Internal
Work Date: 10/31/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Reca
No Demand	1	JONES-OR	JAMAICA BAY 10/30/2013 1	Coos Ocean Term Logs		logs - xd dock	8	2			
No Demand	1	MTC OR	BARGE DT 285 10/30/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1			

OR - Internal
Work Date: 11/14/2013

PMA Allocation System
510 PNW Allocation Details

11/13/2013 10:39:25
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recal	Re
1	1	MTC OR	BARGE DT 250 11/14/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

NOV/13/2013/WED 12:06 PM

OR - Internal
Work Date: 11/14/2013

PMA Allocation System
510 PNW Allocation Details

11/13/2013 10:39:49
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recd
1	2	MTC OR	BARGE DT 250 11/14/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		R

Cancelled

FAX No.

NOV/13/2013/WED 12:06 PM

Area: OR - Internal
Work Date: 11/29/2013

PMA Allocation System
510 PNW Allocation Details

11/27/2013 12:29:58
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority	Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rel	Recap
1	1	JONES OR	BARGE DT 250	11/29/2013 1	Cons Bay Dock	NO	None	1		1	1			

Chip Baranoff

BARGE

SOUTHPORT

Area: DR - Internal
Work Date: 11/29/2013

PMA Allocation System
510 PNW Allocation Details

11/27/2013 12:30:46
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	2	JONES-OR	BARGE DT 250 11/29/2013 1	Coos Bay Dock Barge		Chip	1	1	1		

Area: OR - Internal
Work Date: 12/03/2013

PMA Allocation System
510 PNW Allocation Details

12/02/2013 10:38:58
Page: 4 of 6

P.000

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Re
1	1	MTC OR	BARGE DT 250 12/03/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		
No Demand	1	JONES-OR	SOUTHERN STAR 12/02/2013 1	Coos Rose Forest Other Bulk		Chip	1	1				

FAX No.

DEC/02/2013/MON 01:04 PM

Area: OR - Internal
Work Date: 12/03/2013

PMA Allocation System
510 PNW Allocation Details

12/02/2013 11:12:19
Page: 3 of 4

P. 0077

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec: R
1	2	MTC OR	BARGE DT 250 12/03/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		
Rel	2	JONES-OR	SOUTHERN STAR 12/02/2013 1	Coos Rose Forest Other Bulk		Chip					

FAX No.

DEC/02/2013/MON 01:04 PM

Area: OR - Internal
Work Date: 12/29/2013

PMA Allocation System
510 PNW Allocation Details

12/28/2013 11:10:16
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARANOF 12/29/2013 1	Coos Southport Forest Barge		Chip	1	1	1		
Rel	1	MTC OR	BARGE DT 250 12/28/2013 1	Coos GP Chip Barge		Chip					1

Area: OR - Internal
Work Date: 12/28/2013

PMA Allocation System
510 PNW Allocation Details

12/27/2013 11:47:18
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Reca
1	1	MTC OR	BARGE DT 250 12/28/2013 1	SOUTH PORT Barge		Chip	1	1	1		R

Area: OR - Internal
Work Date: 12/28/2013

PMA Allocation System
510 PNW Allocation Details

12/27/2013 11:47:52
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	2	MTC OR	BARGE DT 250 12/28/2013 1	SOUTH PORT Barge (CANCELED!)		Chip	1	1	1			

Area: OR - Internal
Work Date: 12/29/2013

PMA Allocation System
510 PNW Allocation Details

12/28/2013 11:10:47
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec
1	2	MTC OR	BARANOF 12/29/2013 1	Coos Rose Forest Barge	COAST GUARD!	Chip	1	1	1		
2	2	JONES - OR	DYNAGREEN 12/29/2013 2	Coos Rose Forest Bulk Dry		Chip	2	1	1		
3	3	JONES - OR	DYNAGREEN 12/29/2013 2	Coos Rose Forest Bulk Dry		Chip	2	1	1		

Internal
Date: 12/19/2013

PMA Allocation System
510 PMW Allocation Details

12/18/2013 11:08:21
Page: 4 of 7

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 250 12/19/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		
No Demand	1	JONES-OR	BUNUN ACE 12/11/2013 1	Coos Ocean Term Logs		logs - xd dock	1	3			

FAX No.

DEC/18/2013/WED 12:21 PM

Internal
Print Date: 12/19/2013

PMA Allocation System
510 PNW Allocation Details

12/18/2013 11:08:58
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	2	MTC OR	BARGE DT 250 12/19/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

DEC/18/2013/WED 12:21 PM

Area: OR - Internal
Work Date: 01/08/2014

PMA Allocation System
510 PNW Allocation Details

01/07/2014 10:38:47
Page: 3 of 4

P: 005/001

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Re
1	1	MTC OR	BARGE DT 250 01/08/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

JAN/07/2014/TUE 12:06 PM

Area: OR - Internal
Work Date: 01/20/2014

PMA Allocation System
510 PNW Allocation Details

01/19/2014 11:44:52
Page: 3 of 6

NO. 6897 P. 3

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec
1	1	MTC OR	BARGE DT 250 01/20/2014 1	Coos Southport Forest Barge		Chip	1	1	1		
No Demand	1	JONES-OR	JULES POINT 01/15/2014 1	Coos Ocean Term Lumber		logs - xd dock	3	3			

PACIFIC MARITIME ASSOCIATION

JAN. 19. 2014 11:58AM

OR - Internal
Work Date: 01/28/2014

PMA Allocation System
510 PNW Allocation Details

01/27/2014 11:14:56
Page: 3 of 6

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 250 01/28/2014 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		
No Demand	1	JONES-OR	SEA ODYSSEY 01/27/2014 1	Coos Rose Forest Bulk Dry		Chip	2	1				

Job: OR - Internal
Work Date: 01/28/2014

PMA Allocation System
510 PNW Allocation Details

01/27/2014 11:15:14
Page: 2 of 2

Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1 2	MTC OR	BARGE DT 250 01/28/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		
No Demand	2	JONES -OR	SEA ODYSSEY 01/27/2014 1	Coos Rose Forest Bulk Dry		Chip	2	1			

Area: OR - Internal
Work Date: 02/06/2014

PMA Allocation System
510 PNW Allocation Details

02/05/2014 11:06:39
Page: 3 of 6

Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Reca ^g	Re
1	1	MTC OR	BARANOF 02/06/2014 1	Coos Southport Forest Barge		Chip	1	1	1			
No Demand	1	JONES-OR	SENDAI SPIRIT 02/04/2014 2	Coos Rose Forest Bulk Dry		Chip	1	1				

P. 004/06

FAX No.

FEB/05/2014/WED 12:31 PM

Area: OR - Internal
Work Date: 02/06/2014

PMA Allocation System
510 PNW Allocation Details

02/05/2014 11:07:27
Page: 2 of 3

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill Shrt	Recap Rel
1	2	MTC OR	BARANOF 02/06/2014 1	Coos Southport Forest Barge		Chip	1	1	1	
No Demand	2	JONES-OR	SENDAI SPIRIT 02/04/2014 2	Coos Rose Forest Bulk Dry		Chip	1	1		

FAX No.

FEB/05/2014/WED 12:31 PM

P. 005/00

OR - Internal
Work Date: 02/11/2014

PMA Allocation System
510 PNW Allocation Details

02/10/2014 12:14:11
Page: 3 of 7

P. 000

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	R
1		MFC OR	BARGE DT 250 02/11/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

TUES

FEB/10/2014/MON 01:08 PM

Internal
Date: 03/01/2014

PMA Allocation System
510 PNW Allocation Details

02/28/2014 11:00:21
Page: 3 of 4

Call: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	R
1	1	MTC OR	BARGE DT 285 03/01/2014 1	Coos Southport Forest Barge		Chip	1	1	1		
Rel	1	JONES-OR	MILBANKE II 02/27/2014 1	Coos Southport Forest Bulk Dry		Chip					

FAX No.

FEB/28/2014/FRI 12:01 PM

Internal
Date: 03/05/2014

PMA Allocation System
510 PNW Allocation Details

03/04/2014 11:22:30
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recd
1	1	MTC OR	BARGE DT 250 03/05/2014 1	Coos Southport Forest Barge		Chip	1	1	1		R

FAX No.

MAR/04/2014/TUE 12:12 PM

Area: OR - Internal
Work Date: 03/19/2014

PMA Allocation System
510 PNW Allocation Details

03/18/2014 11:28:20
Page: 3 of 5

P. 005/009

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285 03/19/2014 1	Coos Southport Forest Barge		Chip	2		1	1		
2	1	JONES-OR	OCEAN OREGON 03/19/2014 1	Coos Rose Forest Bulk Dry		Chip	1		1	1		
No Demand	1	JONES-OR	BUNUN ACE 03/16/2014 1	Coos Ocean Term Logs	Fr New	logs - xd dock logs - xd dock	5 5		2 1			

FAX No.

MAR/18/2014/TUE 11:26 AM

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rec
1	1	MTC OR	BARGE DT 285 04/08/2014 1	Coos Southport Forest Bulk Dry		Chip	2		1	1		
No Demand	1	JONES-OR	JAMAICA BAY 04/07/2014 1	Coos Oregon Term Logs		logs - xd dock	5	2				
No Demand	1	JONES-OR	SENDAJ SPIRIT 04/06/2014 2	Coos Rose Forest Bulk Dry		Chip	1	1				

1

Internal
Date: 04/18/2014

PMA Allocation System
510 PNW Allocation Details

04/17/2014 11:42:37
Page: 3 of 5

P.
Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Reca R
1	1	MTC OR	BARGE DT 250 04/18/2014 1	Coos Southport Forest Barge		Chip	1	1	1		

FAX No.

APR/17/2014/THU 11:42 AM

Internal
Date: 04/18/2014

PMA Allocation System
510 PNW Allocation Details

04/17/2014 11:42:59
Page: 4 of 6

P.

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec: R
1	2	MTC DR	BARGE DT 250 04/18/2014 1	Coos Southport Forest Barge		Chip	1	1	1		

FAX No.

APR/17/2014/THU 11:42 AM

Internal
Date: 04/29/2014

PMA Allocation System
510 PNW Allocation Details

04/28/2014 10:55:20
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P.O.

Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE DT 250 04/29/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

APR/28/2014/MON 11:17 AM

Internal
Date: 04/29/2014

PMA Allocation System
510 PNW Allocation Details

04/28/2014 10:55:44
Page: 3 of 4

P.O.
Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Ref
1	2	MTC OR	BARGE DT 250 04/29/2014 T	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

APR/28/2014/MON 11:17 AM

Area: OR - Internal
Work Date: 05/30/2014

PMA Allocation System
510 PNW Allocation Details

05/29/2014 11:37:54
Page: 3 of 5

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 250 05/30/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

Area: OR - Internal
Work Date: 05/30/2014

PMA Allocation System
510 PNW Allocation Details

05/29/2014 11:37:34
Page: 3 of 3

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec: R
1	2	MTC OR	BARGE DT 250 05/30/2014 1	Coos Southport Forest Bulk Dry		Chlp	1	1	1		

Area: OR - Internal
Work Date: 06/19/2014

PMA Allocation System
510 PNW Allocation Details

06/18/2014 11:27:05
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	BARGE OCEAN OREGON 06/19/2014 1	Coos Rose Forest Bulk Dry		Chip	1		1	1		
2	1	MTC OR	BARGE SITKA 06/19/2014 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		

P:

Half: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill Shrt	Recap Rel
1	1	JONES-OR	BARGE OCEAN OREGON 07/02/2014 1	Coos Rose Forest Bulk Dry		Chip	1	1	1	
2	1	MTC OR	BARGE DT 250 07/02/2014 1	Coos Southport Forest Bulk Dry		Chip	2	1	1	
No Demand	1	JONES-OR	TAID RAINBOW 06/28/2014 2	Coos Oregon Term Other Bulk		Chip	1	1		

FAX No.

JUL/01/2014/TUE 11:42 AM

Preliminary
Date: 08/19/2014

PMA Allocation System
510 PNW Allocation Details

08/18/2014 11:39:49
Page: 3 of 6

P: 00

Half: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE DT 285 08/19/2014 1	Coos Southport Forest Bulk Dry		Chip	2	1	1			

FAX No.

AUG/18/2014/MON 11:48 AM

- Internal
Date: 08/20/2014

PMA Allocation System
510 PNW Allocation Details

08/19/2014 11:32:30
Page: 3 of 5

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Re
1	1	JONES-OR	OCEANUS LEADER 08/20/2014 1	Van B-10 B10 Autos	To Van	T108 2			1	1	
No Demand	1	MTC OR	BARGE DT 285 08/19/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1			

FAX No.

AUG/19/2014/TUE 11:41 AM



MERRILL & RING FOREST PRODUCTS

2157 N. Northlake Way, Suite 230 • Seattle, Washington 98103
Office 425.778.7900 • Fax 206.257.5745 • www.merrillring.com

October 29, 2014

ILWU Local 12
Attn: Daniel Lessard, President
2064 Sheridan Avenue
North Bend, OR 97459

To Whom It May Concern:

I write this letter to encourage Local 12 to work with Merrill & Ring to establish a log export business at the Merrill & Ring Export Dock that supports long term viability for both our benefits. M&R's recent dock investment was aimed at establishing a safer and more efficient facility than what was in place, and ultimately a competitive alternative to existing West Coast ports serving similar Asian markets.

We have asked Jones, as M&R's representative, to present a manning structure reflective of existing operations elsewhere along the coast. We understand that the change from a truck transfer to a bunk-to-bunk delivery system will eliminate some jobs as they have existed for many years. While this is never a welcome change, please know that our goal is not about eliminating jobs, but ensuring that we are able to provide employment tomorrow.

The proposal for manning that we have asked Jones to present is one stacker operator per machine, with one relief operator. This is more manning than currently exists at Weyerhaeuser Longview and is what currently exists at the Port of Astoria. We feel that this is an appropriate level of manning given the layout of the new facility.

We have had a few good years in the log export business. We now face some real adversity as our marketplace shrinks and the local raw material goes to the local sawmills at much higher values. To operate a business that will survive the current adversities we must have a structure that is competitive in the marketplace but also consistent with standard ILWU manning.

As I have said in the past, M&R has enjoyed a very good working relationship with Local 12 and we appreciate all the hard work that has been done on our behalf. We hope to survive through this current downturn and that we can work together for many years to come.

Sincerely,

Dave Stroble, President
Merrill & Ring Forest Products

Cc: Jones Stevedoring

Union # 7

EXHIBIT NO. U7 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: 1LW4, Loc and 12
NO. OF PAGES. 2 DATE: 4.8.15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL 12

2084 SHERIDAN AVENUE

NORTH BEND, OREGON 97459



PHONE: 756-4188
756-4189
FAX: 756-3851



PRESIDENT
SEC.-TREAS.

February 17, 1999

MEMORANDUM OF UNDERSTANDING

As per our joint discussion today, between ILWU, Local 12 and representatives of the Roseburg Forest Products, Inc., ILWU, Local 12 agrees to the following work conditions for the loading of chip barges at Roseburg Forest Products, Inc.'s North Bend, Oregon facility:

1. Chip barges shall be loaded from the barge itself.
1. 2. ILWU, Local 12 will provide two (2) button pushers for the chip barge loading operation. The Union's direct employers may hire additional men as needed.
2. The Union agrees to flexible starting times. Additionally, the Union agrees to work shifts of ten hours maximum duration, *on The finishing shift Georgia Pacific West Inc.*
3. Roseburg Forest Products, Inc. may request a continuous operation. Whether or not a barge loading operation will be continuous is at the sole discretion of the employer.
4. If a continuous operation is utilized, button pushers, or any other workers hired by the employer, will receive one (1) additional hour of pay. - *i.e., Time worked plus one additional hour.*
5. ILWU, Local 12 agrees that manning on intercoastal barges will reflect the 1978 "Coastwise Barge Trade Supplement".
6. Roseburg Forest Products, Inc. agrees that when a work shift overlaps two shifts that the rate of pay received shall be: day shift rate (between 8:00 a.m. and 5:00 p.m.), swing shift rate (between 5:00 p.m. and 3:00 a.m.) and third shift (panic) hours rate (between 3:00 a.m. and 8:00 a.m.).

EXHIBIT NO. 48 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASF NAME: LW4, Local 12
NO. OF PAGES: 3 DATE: 4-9-15 REPORTER: R. Friant

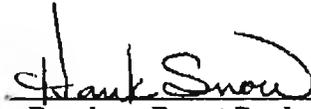
- 2 8. Roseburg Forest Products, Inc. agrees to utilize, in its chip barge loading operation, a Pacific Maritime Association member stevedoring company as the direct employer of the ILWU, Local 12 work force.
- 9 9. Roseburg Forest Products, Inc. agrees that barge orders shall be placed according to Oregon Area Pacific Maritime Association allocation rules (i.e. same system as currently utilized by Roseburg Forest Products, Inc. when ordering manpower for chip ships). The Local 12 Labor Relations Committee agrees to work, to the best of its ability, with Roseburg Forest Products, Inc. in emergency situations to improve flexibility.

Signed this 19th day of February, 1999.

Wally Robbins


President, ILWU, Local 12

Hank Snow

 2-19-99
Roseburg Forest Products Inc.

Douglas Getchell


Chairman, Labor Relations Committee



OCEAN TERMINALS CO.

P.O. Box 748 • North Bend, Oregon 97459 • (503) 758-9187
Telacopy (FAX) (503) 756-2941 • Telex (TWX) 910-250 2276
1-800-327-5187

December 22, 1999

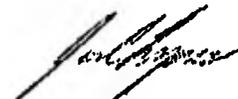
ILWU, Local 12
Attn: Executive Board
2064 Sheridan Ave
North Bend, OR 97459

Ladies & Gentlemen

Pursuant to our understanding from the meeting on December 16, 1999, our company would like to propose the following as a means to resolve the ongoing conflict that exists regarding work opportunity at our facility:

Ocean Terminals will monitor inbound log barge volumes and provide an opportunity for additional longshore labor to be introduced into the operation when the volume reaches 50 MMBF Scribner annually. The longshore workforce will participate in the operation of one machine used in the removal of bundled logs from the water. We will endeavor to communicate with the local regarding volumes and range to target.

Sincerely,



Jim Lyons

JAL:ds

**LCR COPY
Do not remove**

EXHIBIT NO. 49 RECEIVED REJECTED
14-CD-
CASE NO. 14#202 CASE NAME: 1LWU, Local 12
NO. OF PAGES 2 DATE: 4.9.
15 REPORTER: R. Friant

Pacific Maritime Association

16 CALIFORNIA STREET
DOUGLAS 2-7973
SAN FRANCISCO, CALIF. 94111

January 8, 1965

Mr. Harry Bridges, Chairman
Coast Labor Relations Committee T-104/CSC 274 CR
150 Golden Gate Avenue
San Francisco, California

Re: New Method of Operation
Loading Bulk Wood Chips -
Coos Bay, Oregon

Gentlemen:

The following is being submitted under Paragraph 10.4 of the current Pacific Coast Longshore Agreement.

A new method of operation for the loading of bulk wood chips will be introduced at the United States Plywood Corporation's installation at Coos Bay, Oregon. It is anticipated that the first vessel will load on or about February 10, 1965.

The wood chips will be loaded into the hold of the vessel by means of a pneumatic pipe line equipped with an extensible verticle section and rotating deflector for trimming. The operation will be controlled by a skilled man stationed on the weather deck of the vessel. The operation does not require the use of men in the hold, and vessels will arrive with hatches open and ready to receive cargo.

The manning for this operation will be one skilled man.

EXHIBIT NO. 410 RECEIVED REJECTED
19-CD-

CASE NO. 144202 CASE NAME: LWU, Local 12

NO. OF PAGES. 4 DATE: 4-9-15 REPORTER: R. Friant

Mr. Harry Bridges
T-104/CSC 274 CR

- 2 -

January 8, 1965

Because the operation is new and the machinery not yet in use, it is suggested that the skilled rate be determined under Paragraph 6.35 of the Pacific Coast Longshore Agreement as soon as it is practical to do so.

Since there is a requirement for a trained and competent man for this operation, the Employer will furnish training to a sufficient number of capable men who are to be made available as required by the Employer, the Independent Stevedore Company.

Very truly yours,

J. J. O'Shea

JJO:vld

cc: Coast Steering Committee
B. H. Goodenough
Area Managers
C. J. Bourke

The above refers to Independent Stevedore Company request of 12/15/64

*See CLRC #
how shall rates.*

MINUTES OF MEETING OF THE
COAST LABOR RELATIONS COMMITTEE

Meeting No. 3

Time: March 22, 1965 - 10:00 a.m.

Place: 150 Golden Gate, San Francisco

Present: For the Union

For the Employers

Messrs. Bridges
Ward

Messrs. Goodenough
Robertson
O'Shea

T-104 CSC-274; New Method of Operation; Loading Bulk
Wood Chips, Coos Bay, Oregon

The CLRC in accordance with Employers' letter of January 8 on the above subject directed that a subcommittee of CLRC determine the skill rate to be applicable for the skilled man employed for this operation.

It is agreed that the skill differential applicable is that of a winch driver.

Meeting adjourned at 10:30 a.m.

Signed: March 23

Signed: March 23, 1965

For the Union

For the Employers

Harry L. Bridges
W. J. Ward

A. Robertson

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

This Agreement covering the Coastwise Barge Trade is a supplement to the Pacific Coast Longshore Agreement between the parties hereto, namely, Pacific Maritime Association (PMA) and International Longshoremen's and Warehousemen's Union (ILWU).

1. Jurisdiction. Jurisdiction of the ILWU over longshore work as defined in the Pacific Coast Longshore Contract Document shall include jurisdiction over longshore work in the Coastwise Barge Trade. The Coastwise Barge Trade is defined as the operation of barges between the ports of California, Oregon and Washington and between these ports and British Columbia and Alaska; provided that such definition does not include barges operating between Seattle and Puget Sound ports and Alaska.

2. Manning. Present Manning for existing Coastwise Barge Operations, including T-letter and M-letter manning, shall continue for such operations. Manning changes, including manning for changed operations and for new methods of operations, shall be governed by Section 10 of the Pacific Coast Longshore Agreement.

3. Tidewater Ports. Tidewater ports that have a working arrangement which depends on conditions of the tide rather than the hours of the day should define such practices by a local work rule or rules, and until they are placed in writing such past practices shall continue.

4. Wages. Effective on the payroll week beginning September 23, 1978, the hourly wage/skill differentials, other than those set forth in the POLCD, shall be:

Working Foreman ⁽¹⁾	\$.75
Lift Driver/Utility ⁽²⁾	\$.75

(1) Working Foreman is a working longshoreman who also acts as Foreman.

(2) Lift Driver/Utility performs, in addition to lift-driver functions, lashing and other work as directed.

Dated: September 15, 1978 (Signed: August 8, 1979)

PACIFIC MARITIME ASSOCIATION
on behalf of its members:

INTERNATIONAL LONGSHOREMEN'S
AND WAREHOUSEMEN'S UNION, on
behalf of itself and all longshore
and clerk locals in California,
Oregon and Washington:

/s/ R. R. Holtgrave

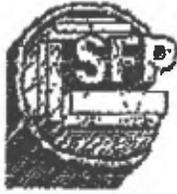
/s/ Rudy Rubio

/s/ Richard C. Wise

EXHIBIT NO. U11 RECEIVED REJECTED
19-CD-

CASE NO. 144202 CASE NAME: LCWU, Local 12

NO. OF PAGES. 2 DATE: 9-9-15 REPORTER: R. Friant



**SOUTHPORT FOREST PRODUCTS, LLC
SOUTHPORT LUMBER CO., LLC**

July 16, 2012

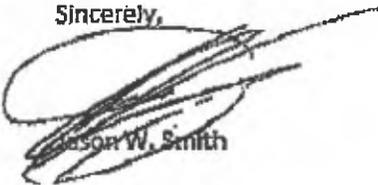
Mr. Marvin Caldera
President
International Longshoremen's and
Warehousemen's Union Local 12
2064 Sheridan Ave
North Bend, OR 97459

RE: Southport Lumber Co.

Dear Mr. Caldera:

We would like to inform you that, at this time, Southport Lumber Co. has disengaged in attempting to utilize the barge loading facility at our North Spit sawmill for any marine cargo handling operations. Southport has entered into an agreement with PMA member Ports America, to work directly with the Local 12. We encourage the Local to communicate directly with Ports America regarding issues related to the operation. We are optimistic that this arrangement will create a mutually beneficial working arrangement for increased marine cargo activities in Coos Bay.

Sincerely,


Jason W. Smith


Jim Lyons

412 RECEIVED REJECTED

19-CD-

CASE NO. 144202 CASE NAME: ILWU, Local 12

NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

 Southport Forest Products, LLC
Southport Lumber Co., LLC

April 16, 2013

Mr. Melvin Pulliam
Ports America
3035 NW Harborside Drive
Vancouver, WA 98660

Dear Mr. M:

This letter is to inform you that Southport Lumber Company has engaged the services of Brasco Tug & Barge to provide transportation services for our wood chips from our facility on the Alsea Spill in Coos Bay to our customer, Longview Fibre, on the Columbia River. The barge is scheduled to load on or about April 17, 2013.

Under our direction, Brasco may engage the services of Ports America who will provide two Longshore laborers to run the spout on the chip loading conveyor to trim the barge out. All other duties associated with loading this cargo will be handled by either Southport or Brasco employees.

Regards,


John Smith

EXHIBIT NO. 413 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LLWH, Loc d 12
NO. OF PAGES 2 DATE: 4-9-15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459



PHONE: 756-4188
756-4189
FAX: 756-3851

PRESIDENT
SEC.-TREAS.

DRAFT

January 18, 2000

Tentative Agreement with Ocean Terminals & ILWU Local 12

All transship/ rail cargo will remain Longshore work. Manning will be: One operator, and one lasher, plus extra men as needed.

Concerning the movement of logs in and out of the water at Ocean Terminals –

1. Local 12 will provide Longshoremen to run all log broncs, and will transfer all logs to and from the water to a final place of rest, as designated by the employer while the barge is loading, or unloading logs, and will finish that shift when the barge is completed.
2. When volumes at Ocean Terminals reach 50% of the total scribner of the port in log barge cargo, then all transfer of water cargo will be done by Local 12 Longshoremen.
3. In the case that logs are to be moved from a dock or pier, Local 12 Longshoremen will provide machine operators to supply or remove that cargo to and from a predesignated spot on the apron.

John A. Rayner

1/18/00

W. E. Moore
Tom Shultz
John Rayner

REPORT NO. 414 RECEIVED REJECTED
19-CD-
144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4-9-15 REPORTER: R Friant



OCEAN TERMINALS CO.

P.O. Box 748 • North Bend, Oregon 97459
Phone (541) 756-5187 • Fax (541) 756-2941

July 19, 2012

Jones Stevedoring Co.
P.O. Box 450
401 California St.
North Bend, OR 97459

Dear Ingvar:

At the appropriate time following completion of our dock expansion project, we would like to modify the operation to increase capacity and improve vessel loading. Ocean Terminals, along with your participation, anticipates having the same log vessel operation as is currently being utilized at Weyerhaeuser Co. in Longview, Washington.

If you have any questions regarding this matter, please let us know.

Sincerely,



Jim Lyons
Vice President



Pat Goll
Operation Manager

Copy

u-15

EXHIBIT NO. 415 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LWU, Local 12
NO. OF PAGES 2 DATE: 4-9-15 REPORTER: RFriant

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
REGION 36

In the Matter of:

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12,

Case No. 19-CD-144202

Union,

and

SOUTHPORT LUMBER COMPANY,
LLC,

Employer.

Employer Exhibits

Place: North Bend, Oregon

Dates: April 9, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
845 North 3rd Avenue
Phoenix, AZ 85003
(602) 263-0885



EXHIBIT NO. E1 RECEIVED REJECTED
19-CD-
CASE NO 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4.8.15 REPORTER: RFriant

22



EXHIBIT NO. E2 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: 1LW4, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R. Friant



219

E3

Employer #73

EXHIBIT NO. E3 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R. Friant



E4

Exhibits E4-4

EXHIBIT NO. E4 RECEIVED REJECTED
CASE NO. 19-CD-144202 CASE NAME: LWU, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

PHONE: 541-756-4188 • 541-756-4189

NORTH BEND, OREGON 97459

FAX: 541-756-3851



May 14, 2012

SOUTHPORT LUMBER CO.
90800 Trans Pacific Lane
North Bend, OR 97459

Dear Jason Smith,

Your letter was read to our membership at our recent union meeting.

The following manning was unanimously approved:

- Wood Chip Loading - 2 Button Pushers
- Inbound and Outbound Log Barges - 2 Crane Operators and 2 Log Loader Operators
- Lumber Barge Loading and Unloading - On the coastal barges: 1 Working Foreman, 4 Fork Lift Drivers, and 1 Extra Man; 2 Fork Lift Drivers or more as needed on face. On Hawaiian barges: 4 Fork Lift Drivers and 2 Hold Men; (1 Walking Boss - Local 92, and 1 Super Cargo - Local 40); 2 Fork Lift Drivers or more as needed on face.

This reflects the manning that has historically been established in the Port of Coos Bay i.e. Ocean Terminals.

Sincerely,

A handwritten signature in black ink that reads 'Marvin Caldera'. The signature is written in a cursive style and is positioned above the typed name.

Marvin Caldera
President ILWU Local 12
Gene Sundet
Chairman LRC

cc: ILWU Coast Longshore Division-R. McEllrath/L. Sundet, ILWU Local 21, ILWU Local 4, ILWU Local 8, ILWU Local 50, ILWU Local 53, ILWU Local 13 and Local 29.

Employer S

E5

EXHIBIT NO. E5 RECEIVED REJECTED
19-CD-
CASE NO 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4-8-15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



RECEIVED
JUN 28 2012

May 27, 2012

RETURN RECEIPT REQUESTED

Southport Forest Products
PO Box 298
Coos Bay, Oregon 97420

Dear Mr. Jason Smith,

Based on an investigation, we are informed and believe that the wages and benefits your company pays to employees who perform longshore and related work at the terminal located at 90800 Trans Pacific Lane in North Bend are as much as 50% or more below those that prevail in the North Bend-Coos Bay longshore industry in which our members work. Specifically we are advised that you are paying longshore employees approximately \$13 to \$17 per hour on average. The standard prevailing longshore wage rates are approximately \$27 to \$47 per hour on average (depending on the shift, skill level and type of cargo handled) and the prevailing pension benefit is a defined benefit plan, 100% employer subsidized, providing up to roughly \$4,000.00 per month upon retirement. We also understand that other economic benefit, including, for example, health and welfare coverage, provided by your company are substantially below prevailing standards.

We ask that you either confirm or deny the above information concerning your company's economic labor costs for longshore and related work and, in addition, provide us with specific wage rates and benefits currently paid by your company for such employees. Should you fail to provide us with the requested information within seven (7) days from the date of this letter, we will conclude that your company is paying longshore employees substantially below prevailing standards and we will immediately commence area standards picketing as described below.

It is just simple economics that the substandard wages and benefits we believe you are paying tend to adversely affect other employees working in the longshore industry in our

ER EXB

EG

EXHIBIT NO. E6 RECEIVED REJECTED

19-CD-
CASE NO 174202 CASE NAME: ILWA, Local 12

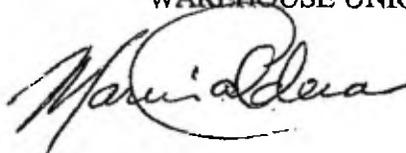
NO. OF PAGES: 3 DATE: 4-8-
15 REPORTER: R Friant

area since they tend to depress the wages and benefits that have been negotiated and limit the employment opportunities of members we represent. This letter is not intended to request that you enter into collective bargaining with our union or that you employ or refuse to employ any individual or group of individuals, nor do we intend to interfere with the rights of your employees to work without becoming members of our union. Our only object throughout the course of this dispute is to inform the public and the citizens of this area that your employees receive substandard wages and benefits and to seek to eliminate by peaceful picketing the threat to fair wages and benefits that has arisen as a result of the practice of your company.

If you change your wages and benefits so that they substantially accord with the prevailing scale, please advise us immediately. In absence of such change or timely proof that your company is in fact paying prevailing area standards, we intend to inform the public that your employees receive wages and benefits in the manner stated above.

Sincerely,

INTERNATIONAL LONGSHORE &
WAREHOUSE UNION, LOCAL 12

A handwritten signature in cursive script, appearing to read "Marvin Caldera". The signature is written in dark ink and is positioned above the typed name and title.

Marvin Caldera
President



SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

Pacwest Center, 1211 SW 5th Ave., Suite 1900, Portland, OR 97204 | Phone 503.222.9981 | Fax 503.796.2900 | www.schwabe.com

THOMAS M. TRIPLETT
Admitted in Oregon
Direct Line: 503-796-2901
E-Mail: ttriplett@schwabe.com

June 4, 2012

VIA FACSIMILE (541) 756-3851
AND FIRST CLASS MAIL

Mr. Marvin Caldera
President
International Longshoremen's and
Warehousemen's Union Local 12
2064 Sheridan Avenue
North Bend, Oregon 97459

Re: Southport Lumber Co.

Dear Mr. Caldera:

Mr. Smith has requested that I respond to your letter dated May 14, 2012. As you know, Southport Lumber has no collective bargaining agreement with the ILWU. In consequence it is free to utilize its own personnel in loading and off loading vessels at its dock.

It had hoped that Local 12 and the PMA could come to an accommodation allowing Jones Stevedoring to provide modified crewing to this facility. Unfortunately your letter forecloses that possibility. Accordingly, Southport Lumber will utilize non-ILWU personnel for its future requirements except where the customer elects to contract with Jones Stevedoring.

We remain available to have further discussion.

Very truly yours,

Thomas M. Triplett

TMT:bak

Portland, OR 503.222.9981 | Salem, OR 503.540.4262 | Bend, OR 541.749.4044
Seattle, WA 206.622.1711 | Vancouver, WA 360.694.7551 | Washington, DC 202.486.4302

PDX/124854/186304/TMT/9542827.1

ER EXT

E7

EXHIBIT NO. E7 RECEIVED REJECTED
19-CD-
CASE NO. 44202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4-8-15 REPORTER: R. Friant



SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

Pacwest Center, 1211 SW 5th Ave., Suite 1900, Portland, OR 97204 | Phone 503.222.9981 | Fax 503.796.2900 | www.schwabe.com

THOMAS M. TRIPLETT
Admitted in Oregon
Direct Line: 503-796-2901
E-Mail: ttriplett@schwabe.com

July 9, 2012

Mr. Marvin Caldera
President
International Longshoremen's and
Warehousemen's Union Local 12
2064 Sheridan Avenue
North Bend, Oregon 97459

Re: Southport Forest Products

Dear Mr. Caldera:

Southport Lumber is in receipt of your letter dated "May 27, 2012." Presumably that was a typographical error and the letter should have been dated June 27, as it was received on the 28th. It is the intent of this letter to provide a preliminary response.

1. To date the Company has not utilized any employee to perform longshore work;
2. You are mistaken about the rate at which it intends to employ such persons in the future; and
3. I might further note that the Company has had discussions with you about the manning that would be required of Jones Stevedoring or another stevedoring company, if it were retained to perform services in connection with log loading and offloading. The issue was not wages, hours or benefits.

If you have further questions, please call.

Very truly yours,

Thomas M. Triplett

TMT:bak

cc: Mr. Jason Smith ✓

Portland, OR 503.222.9981 | Salem, OR 503.540.4262 | Bend, OR 541.749.4044
Seattle, WA 206.622.1711 | Vancouver, WA 360.694.7551 | Washington, DC 202.488.4302

PDX/124854/186304/TMT/9718591.1

ER EX8 E8

EXHIBIT NO. E8 RECEIVED REJECTED
19-CD-

CASE NO 144202 CASE NAME: ILWU, Local 12

NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



December 22, 2014

Billeter Marine
520 N. 3rd Court
Coos Bay, Oregon 97420

Dear Pete Billeter,

Please be aware ILWU Local 12 is in a labor dispute with Southport Forest Products. We are requesting you respect our picket line until this matter has been resolved. At this point, Southport has refused to reopen negotiations with Local 12.

ILWU Local 12 has a good working relationship with the maritime community in the Coos Bay-North Bend area and has been supportive of port businesses. It is shameful that a small locally owned sawmill can divide our community and ignore our attempts to resolve this situation.

Sincerely,

Joe Hilding
John Huber
ILWU Local 12
Labor Relations Committee

cc: Oregon Chip Terminal

ER 69

E9

EXHIBIT NO. E9 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R. Friant



EX 17

EXHIBIT NO. E10 RECEIVED REJECTED
19-CD-

CASE NO. 144202 CASE NAME: LNU, Local 12

NO. OF PAGES: 2 DATE: 4-8-15 REPORTER: R. F. Viant



EX 11

EXHIBIT NO. E11 RECEIVED REJECTED
19-CD
CASE NO. 144202 CASE NAME: LWU, Local 12
NO. OF PAGES. 2 DATE: 4-9-15 REPORTER: R. Friant

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CH04

CH02

CH03

CH01



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EXHIBIT NO. E12 RECEIVED REJECTED
19-CD-
CASE NO 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES 2 DATE: 4-9-15 REPORTER: R. Friant



ER EX 13

EXHIBIT NO. E13 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: 1LWU, Local 12
NO. OF PAGES: 2 DATE: 4-9-15 REPORTER: R. Friant



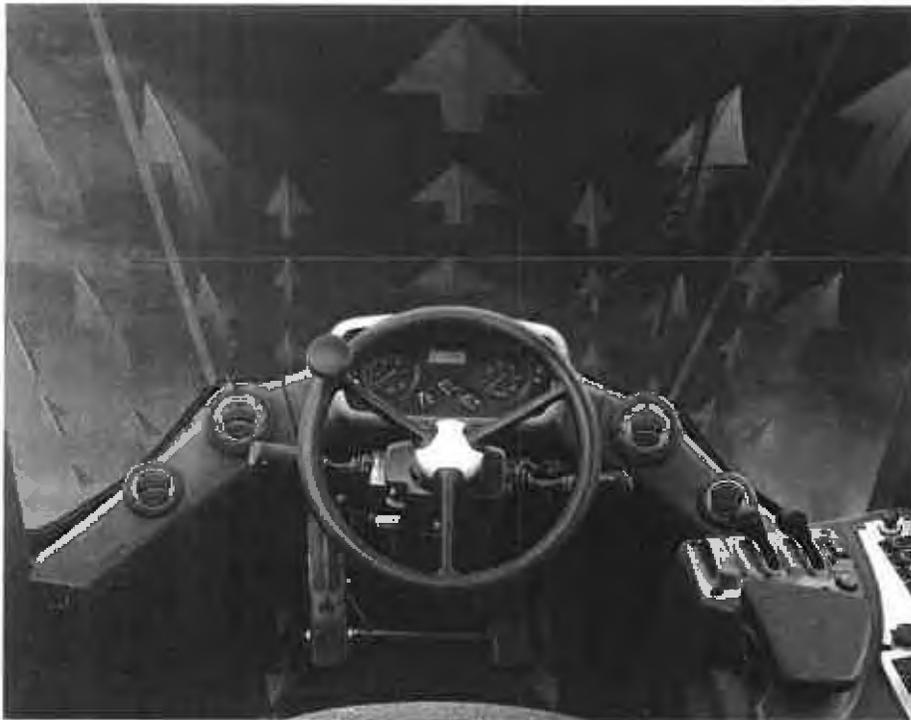
ER EX 14

EXHIBIT NO. E14 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 72
NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R Friant



EX EX 15

EXHIBIT NO. E15 RECEIVED REJECTED
K-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant



Air Conditioning & Defroster System

Double filtered air cab, air ducts are properly placed all around the cab with proportional sensitive controls and air re-circulation facility. we offer the same comfort as a passenger car.



Rear view mirrors with built-in defrosters

The hot wires built in the outside mirrors get rid of moisture and frost caused by rain or snow to secure rear fields of vision even in bad weather.



3" Safety belt
Retractable seat belt

Air-Suspension & Heating Seat (Opt.)

Now available Air-suspension seats provide more comfort and support for the operator. The built-in hot wires help to rapidly adjust the temperatures to an optimal level to give comfort in the cold winter.



Switch

The ergonomically laid out switch panel in line with the natural movements of the body allows for very convenient operation. The spare switch cut-outs allows easy installation of additional electric accessories.



Various Control Lever

The joystick installed in compliance with various needs and preferences of operators ensures more convenient work.



Central Monitor Panel

The compact central monitor panel is ergonomically designed and allows the operator to monitor the status



Sunvisor & Rear View Mirrors



Wrist rest

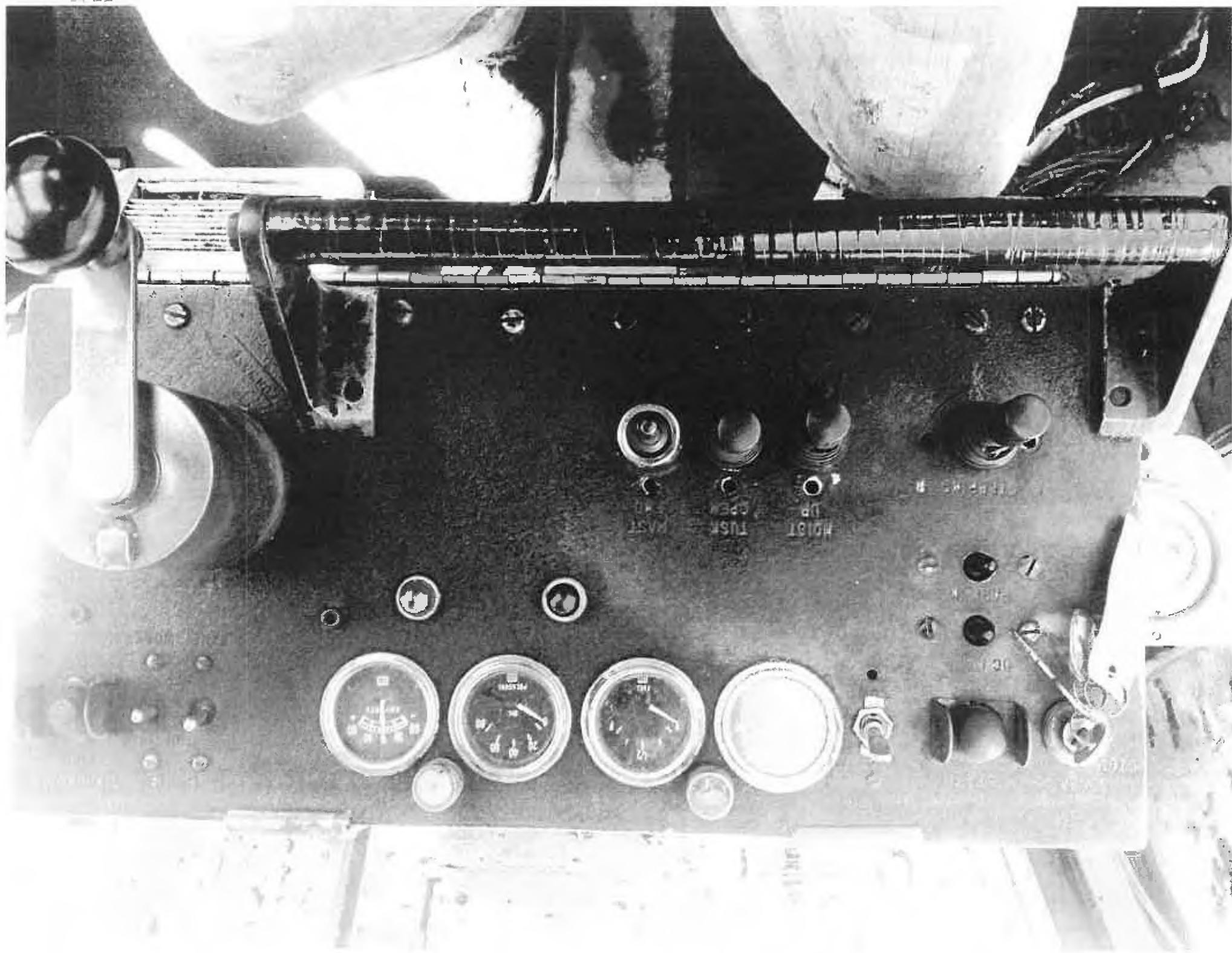
The tilting and telescopic wrist rest allows the operator to work more comfortably.

EXHIBIT NO. E16 RECEIVED REJECTED
19-CD-

CASE NO. 144202 CASF NAME: ILWU, Local 12

NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

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EXHIBIT NO. E17 RECEIVED REJECTED

19-cv-
CASE NO. 144202 CASE NAME: LWU, Local 12

NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

ER Ex 17



EXHIBIT NO. E18 RECEIVED REJECTED
19-CD-

CASE NO 144202 CASE NAME: ILWU, Local 12

NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

EA EX 18



FR 19

EXHIBIT NO. E19 RECEIVED REJECTED

19-CD
CASE NO. 144202 CASE NAME: 16W4, Local 12

NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

E-1 Ex 19

EXHIBIT NO. E20 RECEIVED REJECTED
19-CD-
CASE NO 194202 CASE NAME: LNU, Local 12
NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



December 22, 2014

Island Tug and Barge
3546 W. Marginal Way SW
Seattle, Washington 98106

Dear Island Tug and Barge,

Please be aware ILWU Local 12 is in a labor dispute with Southport Forest Products and we are requesting you respect our picket line. Southport has refused to reopen negotiations with Local 12.

ILWU Local 12 has a good working relationship with the maritime community in the Coos Bay-North Bend area and has been supportive of port businesses. It is shameful that a small locally owned sawmill can divide our community and ignore our attempts to resolve this situation.

Sincerely,

Joe Hilding
John Huber
ILWU Local 12
Labor Relations Committee

ER Ex 21

EXHIBIT NO. E21 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4-9-15 REPORTER: R. Friant

**INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12**



2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



June 6, 2012

**SOUTHPORT LUMBER CO.
90800 Trans Pacific Lane
North Bend, OR 97459**

Dear Jason Smith and James Lyons,

In regards to your letter we received from your attorney Thomas Triplett on June 5, 2012. We are forwarding your letter to our attorneys in San Francisco and are waiting to hear back from them.

Sincerely,

**Marvin Caldera
President ILWU Local 12**

ER 22

EXHIBIT NO. E22 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4.9. 15 REPORTER: R. Friant

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
REGION 36

In the Matter of:

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12,

Case No. 19-CD-144202

Union,

and

SOUTHPORT LUMBER COMPANY,
LLC,

Employer.

Board Exhibits

Place: North Bend, Oregon

Dates: April 9, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
845 North 3rd Avenue
Phoenix, AZ 85003
(602) 263-0885

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

Correct Name of Charged Party Union: International Longshore and Warehouse Union, Local 12
Case Number: 19-CD-144202
Correct Name of Charging Party Employer: Southport Lumber Co., LLC

STIPULATION

We stipulate and agree that:

1. We have been informed of the procedures at formal hearings before the National Labor Relations Board (the "Board") by service of the Statement of Standard Procedures with the Notice of Hearing. The Hearing Officer has offered to us additional copies of the Statement of Standard Procedures.

2. To the extent the formal documents in this proceeding do not correctly reflect the names of the parties, the formal documents are amended to correctly reflect the names as set forth above.

3. The Charged Party Union is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act (the "Act").

4. The Charging Party Employer is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and is subject to the jurisdiction of the Board.

Commerce Facts:

The Charging Party Employer, Southport Lumber Co., LLC, is an Oregon limited liability company engaged in the manufacture of lumber and wood products at its facility in North Bend, Oregon. Within the last 12 months, a representative period, the Charging Party Employer derived gross revenues

EXHIBIT NO. B2 RECEIVED REJECTED
19-CD-

CASE NO 144202 CASE NAME: ILWU, Local 12

NO. OF PAGES. 3 DATE: 4-8-15 REPORTER: R. Friant

in excess of \$500,000, and purchased and received at its North Bend, Oregon facility goods valued in excess of \$50,000 directly from points outside the State of Oregon.

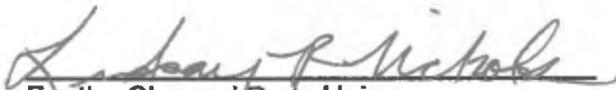
5. The Charging Party Employer is not failing to conform to an order or certification of the Board determining the bargaining representative for the employees performing the work in dispute.

6. There is no agreed-on method for voluntary adjustment of the work in dispute which would bind all parties.

7. On various dates in September and December 2014 and February 2015, the Charged Party Union engaged in picketing directed at the Charging Party Employer.

8. No proceedings under Section 10(l) of the Act related to the work in dispute have been initiated.

Upon receipt of this Stipulation by the Hearing Officer, it may be admitted, without objection, as a Board exhibit in this proceeding.


For the Charged Party Union


For the Charging Party Employer

RECEIVED:


Hearing Officer

Date: 4/8/15

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12**

Charged Party

and

Case 19-CD-144202

SOUTHPORT LUMBER COMPANY

Charging Party

INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

- | | | |
|---------------|------|---|
| Board Exhibit | 1(a) | Original charge filed 1-12-15. |
| | 1(b) | Notice of Charge Filed, dated 1-12-15. |
| | 1(c) | Affidavit of Service of 1(a) and 1(b), dated 1-12-15. |
| | 1(d) | Corrected Notice of Charge Filed, date 1-13-15. |
| | 1(e) | Affidavit of Service of 1(d), dated 1-13-15. |
| | 1(f) | Notice of 10(k) Hearing, dated 3-19-15, with Form NLRB-4899 attached. |
| | 1(g) | Affidavit of Service of 1(f), dated 3-19-15. |
| | 1(h) | Index and Description of Formal Documents. |

EXHIBIT NO. B
1(h) RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LWV, Local 12
NO. OF PAGES. 2 DATE: 4-8
15 REPORTER: R. Friant

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12**

Charged Party

and

SOUTHPORT LUMBER COMPANY

Charging Party

Case 19-CD-144202

**AFFIDAVIT OF SERVICE OF NOTICE OF 10(k) HEARING (with forms NLRB-4338
and NLRB-4899 attached)**

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 19, 2015, I served the above-entitled document(s) by facsimile and post-paid regular mail upon the following persons, addressed to them at the following addresses:

Eleanor Morton, Attorney
Lindsay R. Nicholas, Attorney
Leonard Carder, LLP
1188 Franklin Street, Suite 201
San Francisco, CA 94109-6852
Fax: (415)771-7010

Gene Sundet
ILWU Local 12
2064 Sheridan Avenue
North Bend, OR 97459
Fax: (541)756-3851

Thomas M. Triplett, Attorney
Schwabe, Williamson & Wyatt
360 SW Bond Street, Suite 400
Bend, OR 97702-3540
Fax: (503)796-2900

Jason Smith
Southport Lumber Company
90800 Trans-Pacific Parkway
North Bend, OR 97459
Fax: (541)266-0824

Michael T. Garone, Attorney
Schwabe, Williamson & Wyatt
1211 SW 5th Avenue, Suite 1900
Portland, OR 97204
Fax: (503)796-2900

March 19, 2015

Date

Kristy Kennedy
Designated Agent of NLRB

Name

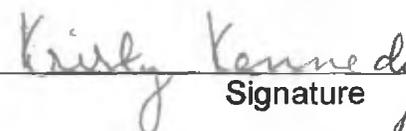

Signature

EXHIBIT NO. B
1(s) RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4-8-
15 REPORTER: R. Friant

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12

Charged Party

and

Case 19-CD-144202

SOUTHPORT LUMBER COMPANY

Charging Party.

NOTICE OF 10(k) HEARING

PLEASE TAKE NOTICE that on the 8th day of April, 2015, at 9:00 a.m., in Room 12, WorkSource Oregon, 2075 Sheridan Avenue, North Bend, Oregon, and on consecutive days thereafter until concluded, a Hearing Officer of the National Labor Relations Board will conduct a hearing pursuant to § 10(k) of the National Labor Relations Act. At the hearing, the parties will have the right to appear and present testimony regarding the dispute alleged in Case 19-CD-144202, involving the assignment of the following work:

The loading and unloading of logs and wood products at the barge slip operated by Southport Lumber Company in North Bend, Oregon.

IN WITNESS WHEREOF, the Regional Director, on behalf of the Board, has caused this Notice of 10(k) Hearing to be signed at Seattle, Washington, on this 19th day of March, 2015.



RONALD K. HOOKS, Regional Director
National Labor Relations Board, Region 19
915 Second Avenue, Suite 2948
Seattle, WA 98174-1006

EXHIBIT NO. ^B1(f) RECEIVED REJECTED

CASE NO. 19-CD-144702 CASE NAME: LWU, Local 12

NO. OF PAGES: 3 DATE: 4-8-15 REPORTER: R. Friant

**STATEMENT OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE
THE NATIONAL LABOR RELATIONS BOARD PURSUANT TO CHARGES FILED UNDER
SECTION 10(K) OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED**

The hearing will be conducted before a Hearing Officer of the National Labor Relations Board.

Parties may be represented by an attorney or other representatives and present evidence relevant to the issues. *(Copies of exhibits should be supplied to the Hearing Officer and other parties at the time the exhibit is offered in evidence.)*

The 10(k) hearing is a nonadversary factfinding hearing and the technical rules of evidence are not controlling. The 10(k) hearing procedure shall conform, insofar as applicable, to the procedures set forth in Sections 102.64 to 102.68, inclusive, of the Rules and Regulations of the National Labor Relations Board and the parties' attention is also called to Sections 102.89 through 102.93, inclusive, of those Regulations.

An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. After the close of the hearing, one or more of the parties may wish to have corrections made in the record. All such proposed corrections, either by way of stipulation or motion, should be forwarded to the Board in Washington instead of to the Hearing Officer, inasmuch as the Hearing Officer has no power to make any rulings in connection with the case after the hearing is closed. All matter that is spoken in the hearing will be recorded by the official reporter while the hearing is in session. In the event that any party wishes to make off-the-record remarks, requests to make such remarks should be directed to the Hearing Officer and not to the official reporter.

Statements of reasons in support of motions or objections should be as concise as possible. Objections and exceptions may upon appropriate request be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

An original and two copies of all motions submitted during the hearing shall be served on the other parties.

The sole objective of the Hearing Officer is to ascertain the respective positions of the parties and to obtain a full and complete factual record upon which the duties under Section 10(k) of the National Labor Relations Act may be discharged by the Board. It may become necessary for the Hearing Officer to ask questions, to call witnesses, and to explore avenues with respect to matters not raised by the parties. The services of the Hearing Officer are equally at the disposal of all parties to the proceedings in developing the material evidence.

Upon the close of the hearing, the proceeding will be transferred to the Board and the Board will proceed either forthwith upon the record, or after oral argument, or the submission of briefs, or further hearing, to determine the dispute or make other disposition of the matter. Should any party desire to file a brief with the Board, eight copies thereof shall be filed with the Board at Washington, D.C., within 7 days after the close of the hearing: **Provided, however,** that in cases involving the national defense and so designated in the notice of hearing no briefs shall be filed, and the parties, after the close of the evidence, may argue orally upon the record their respective contentions and positions: **Provided further,** that in cases involving the national defense, upon application for leave to file briefs expeditiously made to the Board in Washington, D.C., after the close of the hearing, the Board may for good cause shown grant such leave and thereupon specify the time for filing. Immediately upon such filing, a copy shall be served on the other parties. Proof of such service must be filed with the Board simultaneously with the briefs. Such brief shall be printed or otherwise legibly duplicated: **Provided, however,** that carbon copies of typewritten matter shall not be filed and if submitted will not be accepted. Request for extension of time in which to file a brief shall be in writing and must be received by the Board in Washington, D.C., 3 days prior to the due date with copies thereof served on the other parties. No reply brief may be filed except upon special leave of the Board.

As provided in Section 102.112 of the Board's Rules, service on all parties of a request for an extension of time shall be made in the same manner as that utilized in filing the paper with the Board; however, when filing with the Board is accomplished by personal service, the other parties shall be promptly notified of such action by telephone, followed by service of a copy by mail or telegraph.

An exhibit number may be reserved for posthearing submission of exhibits by stipulation of the parties.

Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. In the absence of a request, the Hearing Officer may ask for oral argument if at the close of the hearing it is believed that such arguments would be beneficial to the Board's understanding of the contentions of the parties and the issues involved.

Voluntary adjustments consistent with the policies of the Act reduce Government expenditures and promote amity in labor relations. Upon request, the Hearing Officer will afford reasonable opportunity during the hearing for discussions between the parties if adjustment of the jurisdictional dispute appears possible.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12**

and

SOUTHPORT LUMBER COMPANY

Case 19-CD-144202

AFFIDAVIT OF SERVICE OF CORRECTED NOTICE OF CHARGE FILED

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 13, 2015, I served the above-entitled document(s) by facsimile upon the following persons, addressed to them at the following addresses:

Gene Sundet
ILWU, Local 12
2064 Sheridan Ave.
North Bend, OR 97459
Fax: (541)756-3851

Thomas M. Triplett, Attorney
Schwabe, Williamson & Wyatt
360 SW Bond St Ste 400
Bend, OR 97702-3540
Fax: (503)796-2900

Jason Smith
Southport Lumber Company
90800 Trans-Pacific Parkway
North Bend, OR 97459
Fax: (541)266-0824

January 13, 2015

Date

Kristy Kennedy
Designated Agent of NLRB

Name


Signature

EXHIBIT NO. B
(1c) RECEIVED REJECTED

CASE NO. 19-CD-
144202 CASE NAME: ILWU, Local 12

NO. OF PAGES: 2 DATE: 4.8.
15 REPORTER: R. Fright

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12

and

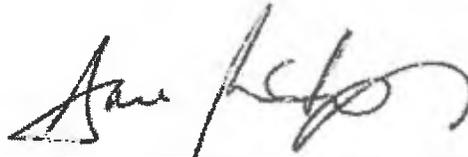
Case 19-CD-144202

SOUTHPORT LUMBER COMPANY

CORRECTED NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Longshore and Warehouse Union, Local 12 has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 19.

Dated: January 13, 2015.



Anne Pomerantz
Acting Regional Director
National Labor Relations Board
Region 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

EXHIBIT NO. B (1) RECEIVED REJECTED

19-CD-
CASE NO. 144202 CASE NAME: LWU, Local 12

NO. OF PAGES. 2 DATE: 4-8-15 REPORTER: R. Friant

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12
(SOUTHPORT LUMBER COMPANY)**

and

SCHWABE, WILLIAM SON & WYATT

Case 19-CD-144202

AFFIDAVIT OF SERVICE OF NOTICE OF CHARGE FILED

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 12, 2015, I served the above-entitled document(s) by facsimile and post-paid regular mail upon the following persons, addressed to them at the following addresses:

Gene Sundet
ILWU, Local 12
2064 Sheridan Ave.
North Bend, OR 97459
Fax: (541)756-3851

Thomas M. Triplett, Attorney
Schwabe, Williamson & Wyatt
360 SW Bond St Ste 400
Bend, OR 97702-3540
Fax: (503)796-2900

Jason Smith
Southport Lumber Company
90800 Trans-Pacific Parkway
North Bend, OR 97459
Fax: (541)266-0824

January 12, 2015

Date

Jacqueline Canty
Designated Agent of NLRB

Name


Signature

EXHIBIT NO. B
1(c) RECEIVED REJECTED
19-cd-
CASE NO. 144202 CASE NAME: LNWU, Local 12
NO. OF PAGES. 2 DATE: 4-8-
15 REPORTER: R. Friant

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12 (SOUTHPORT
LUMBER COMPANY)**

and

Case 19-CD-144202

SCHWABE, WILLIAMSON & WYATT

NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Longshore and Warehouse Union, Local 12 has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 19. If the charge is found meritorious, the National Labor Relations Board will hear and determine the work jurisdiction dispute involved in the charge pursuant to Section 10(k) of the Act unless, within 10 days of the receipt of this notice, the parties to the dispute submit to the Regional Office satisfactory evidence that they have adjusted the dispute or have agreed to a voluntary method of adjustment.

Dated: January 12, 2015



Ronald K. Hooks
Regional Director
National Labor Relations Board
Region 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

EXHIBIT NO. B
1(b)
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4-8-
15 REPORTER: R. Friant

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 19-CD-144202	Date Filed 1-12-15

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Longshoremen's and Warehousemen's Union, Local 12		b. Union Representative to contact Gene Sundet	
c. Address (Street, city, state, and ZIP code) 2064 Sheridan Avenue, North Bend, Oregon 97459		d. Tel. No. 541.756.4188	e. Cell No.
		f. Fax No. 541.756.3851	g. e-Mail ilwu@gte.net
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>(4)(D)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Local 12, ILWU, commencing on September 4, 2014 and continuing on December 4, 13, and 28, 2014: • Picketed on or in close proximity to the premises of Southport Lumber Company, both on land and by water picket; • Threatened tow boat companies, including Brusco, Dunlop, Pacific Tug, Knutson, and others with hard timing of their customers if they provide services to Southport; and • Having a union stevedore company threaten customers of Pacific Tug if it provided services to Southport. An object of the picketing and threats includes: • The union asserts that work performed by employees of Southport and log barge operators falls within the jurisdiction of the union and it seeks to supplant these employees with those of employers signatory to a labor agreement with it.			
3. Name of Employer Southport Lumber Company		4a. Tel. No. 541.756.7540	b. Cell No.
		c. Fax No. 541.266.0824	d. e-Mail jason@southportforest.com
5. Location of plant involved (street, city, state and ZIP code) 90800 Trans-Pacific Parkway, North Bend, Oregon 97459		6. Employer representative to contact Jason W. Smith	
7. Type of establishment (factory, mine, wholesaler, etc.) Lumber	8. Identify principal product or service Lumber	9. Number of workers employed	
10. Full name of party filing charge Thomas M. Triplett		11a. Tel. No. 503.796.2901	b. Cell No.
		c. Fax No. 503.796.2900	d. e-Mail ttriplett@schwabe.com
11. Address of party filing charge (street, city, state and ZIP code.) Schwabe Williamson & Wyatt, 360 SW Bond Street, Suite 400, Bend, Oregon 97702			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By <u>Thomas M. Triplett, Attorney</u> (signature of representative or person making charge) (Print/type name and title or office, if any)		Tel. No. 503.796.2901	
		Cell No.	
		Fax No. 503.796.2900	
Schwabe Williamson & Wyatt, 360 SW Bond Street, Address Suite 400, Bend, Oregon 97702		e-Mail ttriplett@schwabe.com	
		(date) <u>1/7/15</u>	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

NLRB-SUBREGION 36

2015 JAN 12 AM 8: 28

PORTLAND, OREGON

EXHIBIT NO. ^B 1(a) RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LW4, Local 12
NO. OF PAGES: 3 DATE: 4-8-15 REPORTER: R. Friant

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
REGION 36

In the Matter of:

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12,

Case No. 19-CD-144202

Union,

and

SOUTHPORT LUMBER COMPANY,
LLC,

Employer.

Employer Exhibits

Place: North Bend, Oregon

Dates: April 9, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
845 North 3rd Avenue
Phoenix, AZ 85003
(602) 263-0885



EXHIBIT NO. E1 RECEIVED REJECTED
19-CD-
CASE NO 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4.8.15 REPORTER: RFriant

22



EXHIBIT NO. E2 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: 1LW4, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R. Friant



219

E3

Employer #73

EXHIBIT NO. E3 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R. Friant



E4

Exhibits E4-4

EXHIBIT NO. E4 RECEIVED REJECTED
CASE NO. 19-CD-144202 CASE NAME: LWU, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

PHONE: 541-756-4188 • 541-756-4189



NORTH BEND, OREGON 97459

FAX: 541-756-3851

May 14, 2012

SOUTHPORT LUMBER CO.
90800 Trans Pacific Lane
North Bend, OR 97459

Dear Jason Smith,

Your letter was read to our membership at our recent union meeting.

The following manning was unanimously approved:

- Wood Chip Loading - 2 Button Pushers
- Inbound and Outbound Log Barges - 2 Crane Operators and 2 Log Loader Operators
- Lumber Barge Loading and Unloading - On the coastal barges: 1 Working Foreman, 4 Fork Lift Drivers, and 1 Extra Man; 2 Fork Lift Drivers or more as needed on face. On Hawaiian barges: 4 Fork Lift Drivers and 2 Hold Men; (1 Walking Boss - Local 92, and 1 Super Cargo - Local 40); 2 Fork Lift Drivers or more as needed on face.

This reflects the manning that has historically been established in the Port of Coos Bay i.e. Ocean Terminals.

Sincerely,

A handwritten signature in black ink that reads 'Marvin Caldera'. The signature is written in a cursive style and is positioned above the typed name.

Marvin Caldera
President ILWU Local 12
Gene Sundet
Chairman LRC

cc: ILWU Coast Longshore Division-R. McEllrath/L. Sundet, ILWU Local 21, ILWU Local 4, ILWU Local 8, ILWU Local 50, ILWU Local 53, ILWU Local 13 and Local 29.

Employer S

E5

EXHIBIT NO. E5 RECEIVED REJECTED
19-CD-
CASE NO 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4-8-15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



RECEIVED
JUN 28 2012

May 27, 2012

RETURN RECEIPT REQUESTED

Southport Forest Products
PO Box 298
Coos Bay, Oregon 97420

Dear Mr. Jason Smith,

Based on an investigation, we are informed and believe that the wages and benefits your company pays to employees who perform longshore and related work at the terminal located at 90800 Trans Pacific Lane in North Bend are as much as 50% or more below those that prevail in the North Bend-Coos Bay longshore industry in which our members work. Specifically we are advised that you are paying longshore employees approximately \$13 to \$17 per hour on average. The standard prevailing longshore wage rates are approximately \$27 to \$47 per hour on average (depending on the shift, skill level and type of cargo handled) and the prevailing pension benefit is a defined benefit plan, 100% employer subsidized, providing up to roughly \$4,000.00 per month upon retirement. We also understand that other economic benefit, including, for example, health and welfare coverage, provided by your company are substantially below prevailing standards.

We ask that you either confirm or deny the above information concerning your company's economic labor costs for longshore and related work and, in addition, provide us with specific wage rates and benefits currently paid by your company for such employees. Should you fail to provide us with the requested information within seven (7) days from the date of this letter, we will conclude that your company is paying longshore employees substantially below prevailing standards and we will immediately commence area standards picketing as described below.

It is just simple economics that the substandard wages and benefits we believe you are paying tend to adversely affect other employees working in the longshore industry in our

ER EXB

EG

EXHIBIT NO. E6 RECEIVED REJECTED

19-CD-
CASE NO 174202 CASE NAME: ILWA, Local 12

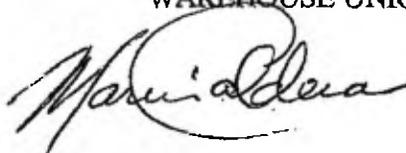
NO. OF PAGES: 3 DATE: 4-8-
15 REPORTER: R Friant

area since they tend to depress the wages and benefits that have been negotiated and limit the employment opportunities of members we represent. This letter is not intended to request that you enter into collective bargaining with our union or that you employ or refuse to employ any individual or group of individuals, nor do we intend to interfere with the rights of your employees to work without becoming members of our union. Our only object throughout the course of this dispute is to inform the public and the citizens of this area that your employees receive substandard wages and benefits and to seek to eliminate by peaceful picketing the threat to fair wages and benefits that has arisen as a result of the practice of your company.

If you change your wages and benefits so that they substantially accord with the prevailing scale, please advise us immediately. In absence of such change or timely proof that your company is in fact paying prevailing area standards, we intend to inform the public that your employees receive wages and benefits in the manner stated above.

Sincerely,

INTERNATIONAL LONGSHORE &
WAREHOUSE UNION, LOCAL 12

A handwritten signature in cursive script, appearing to read "Marvin Caldera". The signature is written in dark ink and is positioned above the typed name and title.

Marvin Caldera
President



SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

Pacwest Center, 1211 SW 5th Ave., Suite 1900, Portland, OR 97204 | Phone 503.222.9981 | Fax 503.796.2900 | www.schwabe.com

THOMAS M. TRIPLETT
Admitted in Oregon
Direct Line: 503-796-2901
E-Mail: ttriplett@schwabe.com

June 4, 2012

**VIA FACSIMILE (541) 756-3851
AND FIRST CLASS MAIL**

Mr. Marvin Caldera
President
International Longshoremen's and
Warehousemen's Union Local 12
2064 Sheridan Avenue
North Bend, Oregon 97459

Re: Southport Lumber Co.

Dear Mr. Caldera:

Mr. Smith has requested that I respond to your letter dated May 14, 2012. As you know, Southport Lumber has no collective bargaining agreement with the ILWU. In consequence it is free to utilize its own personnel in loading and off loading vessels at its dock.

It had hoped that Local 12 and the PMA could come to an accommodation allowing Jones Stevedoring to provide modified crewing to this facility. Unfortunately your letter forecloses that possibility. Accordingly, Southport Lumber will utilize non-ILWU personnel for its future requirements except where the customer elects to contract with Jones Stevedoring.

We remain available to have further discussion.

Very truly yours,

Thomas M. Triplett

TMT:bak

Portland, OR 503.222.9981 | Salem, OR 503.540.4262 | Bend, OR 541.749.4044
Seattle, WA 206.622.1711 | Vancouver, WA 360.694.7551 | Washington, DC 202.486.4302

PDX/124854/186304/TMT/9542827.1

ER EXT

E7

EXHIBIT NO. E7 RECEIVED REJECTED
19-CD-
CASE NO. 44202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4-8-15 REPORTER: R. Friant



SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

Pacwest Center, 1211 SW 5th Ave., Suite 1900, Portland, OR 97204 | Phone 503.222.9981 | Fax 503.796.2900 | www.schwabe.com

THOMAS M. TRIPLETT
Admitted in Oregon
Direct Line: 503-796-2901
E-Mail: ttriplett@schwabe.com

July 9, 2012

Mr. Marvin Caldera
President
International Longshoremen's and
Warehousemen's Union Local 12
2064 Sheridan Avenue
North Bend, Oregon 97459

Re: Southport Forest Products

Dear Mr. Caldera:

Southport Lumber is in receipt of your letter dated "May 27, 2012." Presumably that was a typographical error and the letter should have been dated June 27, as it was received on the 28th. It is the intent of this letter to provide a preliminary response.

1. To date the Company has not utilized any employee to perform longshore work;
2. You are mistaken about the rate at which it intends to employ such persons in the future; and
3. I might further note that the Company has had discussions with you about the manning that would be required of Jones Stevedoring or another stevedoring company, if it were retained to perform services in connection with log loading and offloading. The issue was not wages, hours or benefits.

If you have further questions, please call.

Very truly yours,

Thomas M. Triplett

TMT:bak

cc: Mr. Jason Smith ✓

Portland, OR 503.222.9981 | Salem, OR 503.540.4262 | Bend, OR 541.749.4044
Seattle, WA 206.622.1711 | Vancouver, WA 360.694.7551 | Washington, DC 202.488.4302

PDX/124854/186304/TMT/9718591.1

ER EX8 E8

EXHIBIT NO. E8 RECEIVED REJECTED
19-CD-

CASE NO 144202 CASE NAME: ILWU, Local 12

NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: R Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



December 22, 2014

Billeter Marine
520 N. 3rd Court
Coos Bay, Oregon 97420

Dear Pete Billeter,

Please be aware ILWU Local 12 is in a labor dispute with Southport Forest Products. We are requesting you respect our picket line until this matter has been resolved. At this point, Southport has refused to reopen negotiations with Local 12.

ILWU Local 12 has a good working relationship with the maritime community in the Coos Bay-North Bend area and has been supportive of port businesses. It is shameful that a small locally owned sawmill can divide our community and ignore our attempts to resolve this situation.

Sincerely,

Joe Hilding
John Huber
ILWU Local 12
Labor Relations Committee

cc: Oregon Chip Terminal

ER 69

E9

EXHIBIT NO. E9 RECEIVED REJECTED
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CASE NO. 144202 CASE NAME: ILWU, Local 12
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EX 17

EXHIBIT NO. E10 RECEIVED REJECTED
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CASE NO. 144202 CASE NAME: LNU, Local 12
NO. OF PAGES: 2 DATE: 4-8-15 REPORTER: R. F. Viant



EX 11

EXHIBIT NO. E11 RECEIVED REJECTED
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CASE NO. 144202 CASE NAME: LWU, Local 12
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EXHIBIT NO. E12 RECEIVED REJECTED
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CASE NO 144202 CASE NAME: ILWU, Local 12
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ER EX 13

EXHIBIT NO. E13 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: 1LWU, Local 12
NO. OF PAGES: 2 DATE: 4-9-15 REPORTER: R. Friant



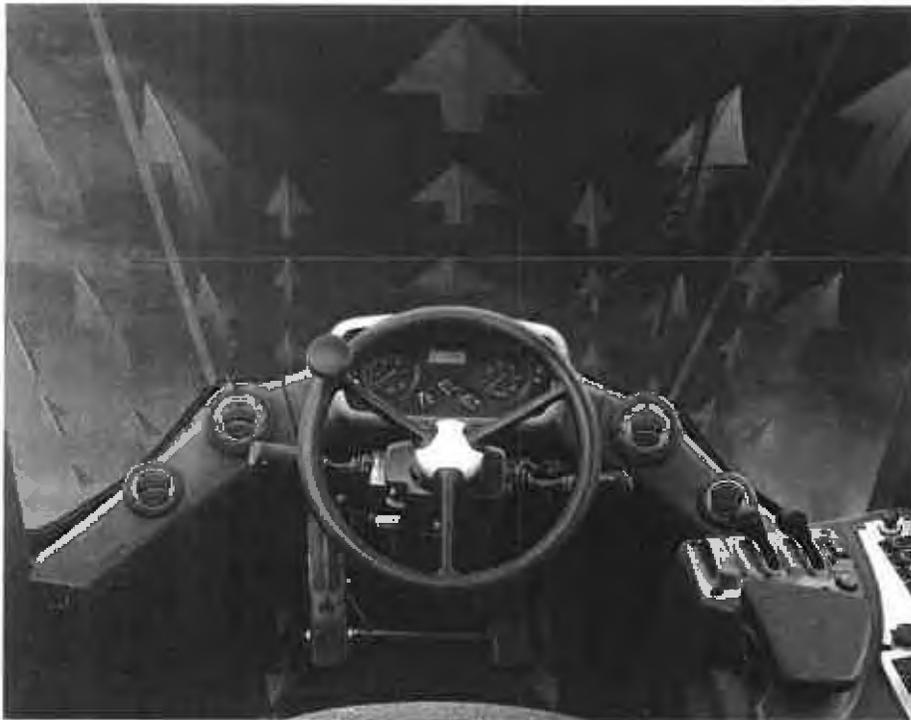
ER EX 14

EXHIBIT NO. E14 RECEIVED REJECTED
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CASE NO. 144202 CASE NAME: ILWU, Local 72
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EX EX 15

EXHIBIT NO. E15 RECEIVED REJECTED
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Air Conditioning & Defroster System

Double filtered air cab, air ducts are properly placed all around the cab with proportional sensitive controls and air re-circulation facility. we offer the same comfort as a passenger car.



Rear view mirrors with built-in defrosters

The hot wires built in the outside mirrors get rid of moisture and frost caused by rain or snow to secure rear fields of vision even in bad weather.



3" Safety belt
Retractable seat belt

Air-Suspension & Heating Seat (Opt.)

Now available Air-suspension seats provide more comfort and support for the operator. The built-in hot wires help to rapidly adjust the temperatures to an optimal level to give comfort in the cold winter.



Switch

The ergonomically laid out switch panel in line with the natural movements of the body allows for very convenient operation. The spare switch cut-outs allows easy installation of additional electric accessories.



Various Control Lever

The joystick installed in compliance with various needs and preferences of operators ensures more convenient work.



Central Monitor Panel

The compact central monitor panel is ergonomically designed and allows the operator to monitor the status



Sunvisor & Rear View Mirrors



Wrist rest

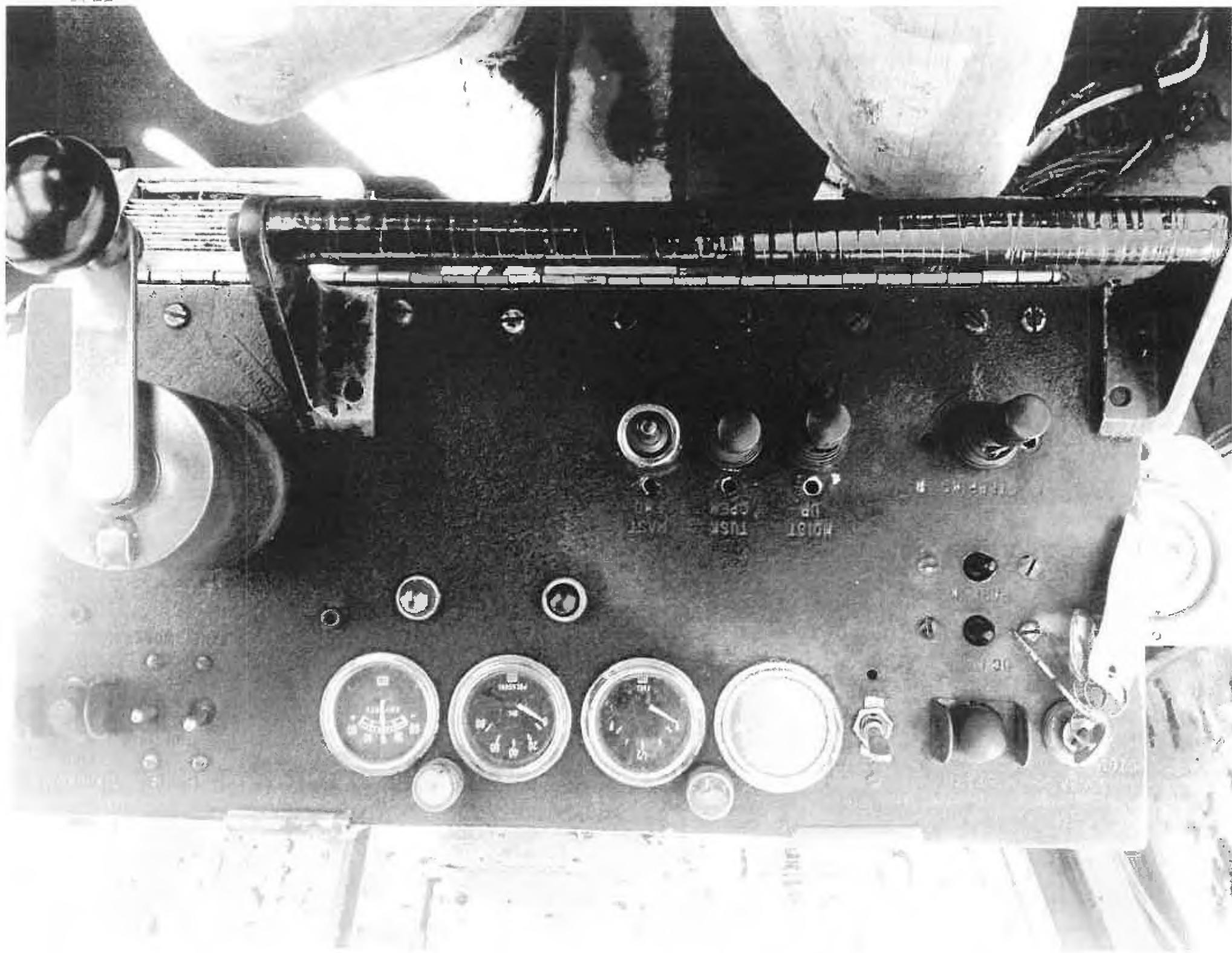
The tilting and telescopic wrist rest allows the operator to work more comfortably.

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ER (x) 16



M0181
TUSA
OPEN
UP

ALTITUDE
RPM
AIRSPEED
PRESSURE

TYPE M 2

1000

100

1000

1000

517

EXHIBIT NO. E17 RECEIVED REJECTED

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CASE NO. 144202 CASE NAME: LWU, Local 12

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ER Ex 17



EXHIBIT NO. E18 RECEIVED REJECTED
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CASE NO 144202 CASE NAME: ILWU, Local 12

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EA EX 18



FR 19

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E-1 Ex 19



Sold To:
 M/V BARGE DT256 V: SP0613
 and/or owners
SouthPort Lumber Co.,
 90600 Trans Pacific Parkway
 North Bend, OR 97459
Sue@southportforest.com
 Ph: 541-756-7540

Sold From:
MARINE TERMINALS CORPORATION
a Ports America Company
 Department 05828, P.O. Box 39000
 San Francisco, CA 94139-5282
 Phone: (480) 496-7001 Fax: (480) 893-9528

Invoice Date: 20-Dec-13
Invoice Number: C13120035
Customer Number: 8690
Job Number: 413996

Start Date: 12/19/13
End Date: 12/19/13

LOAD BARGE

First Shift Straight Time
 Per Attached 1.00 Shift(s) @ \$1,640.00 Per Shift \$ 1,640.00

EXTRA LABOR - MAN HOUR BASIS

Gearman 1.00 @ \$282.00 Per Vessel \$ 282.00

PMA TONNAGE ASSESSMENTS

Offshore/Intercoastal 4626.970 ST @ \$0.040 Per ST \$ 185.08

2010-00-000
 07-13

Please Remit \$ 2,107.08

Payment Terms

Payment due 30 days from date of invoice. Penalty interest charges will be assessed after 30 days. Supplies / services have been supplied/rendered on the credit of the vessel and lien(s) arising from the furnishing of the supplies / services have not been waived by agreement or otherwise. Invoice prepared by Marine Terminals Corporate Billing Department. If you have any questions, please call (480) 496-7001.

PLEASE REMIT PAYMENT TO:
 Marine Terminals Corporation
 Department 05828
 P.O. Box 39000
 San Francisco, CA 94139-5282

Unm tx 20

EXHIBIT NO. E20 RECEIVED REJECTED
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CASE NO 194202 CASE NAME: LNU, Local 12
NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



December 22, 2014

Island Tug and Barge
3546 W. Marginal Way SW
Seattle, Washington 98106

Dear Island Tug and Barge,

Please be aware ILWU Local 12 is in a labor dispute with Southport Forest Products and we are requesting you respect our picket line. Southport has refused to reopen negotiations with Local 12.

ILWU Local 12 has a good working relationship with the maritime community in the Coos Bay-North Bend area and has been supportive of port businesses. It is shameful that a small locally owned sawmill can divide our community and ignore our attempts to resolve this situation.

Sincerely,

Joe Hilding
John Huber
ILWU Local 12
Labor Relations Committee

ER Ex 21

EXHIBIT NO. E21 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES: 2 DATE: 4-9-15 REPORTER: R. Friant

**INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12**



2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459

PHONE: 541-756-4188 • 541-756-4189

FAX: 541-756-3851



June 6, 2012

**SOUTHPORT LUMBER CO.
90800 Trans Pacific Lane
North Bend, OR 97459**

Dear Jason Smith and James Lyons,

In regards to your letter we received from your attorney Thomas Triplett on June 5, 2012. We are forwarding your letter to our attorneys in San Francisco and are waiting to hear back from them.

Sincerely,

**Marvin Caldera
President ILWU Local 12**

ER 22

EXHIBIT NO. E22 RECEIVED REJECTED
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CASE NO. 144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4.9. 15 REPORTER: R. Friant

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
REGION 36

In the Matter of:

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 12,

Case No. 19-CD-144202

Union,

and

SOUTHPORT LUMBER COMPANY,
LLC,

Employer.

Union Exhibits

Place: North Bend, Oregon

Dates: April 9, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
845 North 3rd Avenue
Phoenix, AZ 85003
(602) 263-0885



Monday, March 30, 2015

[Contact Us](#)[Home](#)

CURRENT PROJECTS

North Spit Barge Slip at Southport Forest Products

In the late 1980s, the Oregon International Port of Coos Bay developed a heavy-lift barge slip to serve industrial sites on the North Spit of lower Coos Bay. Since that time the barge slip was used on a limited basis to move large production equipment for various industrial operations in the region. In 2004, the Port sold 32 acres of industrial land and the barge slip to Southport Forest Products for the construction of a modern small-log sawmill. Prior to the opening of the mill, the Port also developed the North Spit Rail Spur to serve the mill and other industrial lands in the TransPacific Parkway corridor.

The *ConnectOregon* I multimodal transportation system funding program presented an opportunity for the Port and Southport to partner on development of a multimodal barge facility with access to rail and road. The barge slip is now reconfigured to handle ocean going cargo barges able to move inbound logs, outbound woodchips and a variety of breakbulk general cargo. Total project cost was approximately \$650,000. The Port/Southport partnership was awarded \$504,000 from *ConnectOregon* I and Southport provided the balance of the required funds.

The Port and Southport negotiated a contract with the Oregon Department of Transportation for the state funding and project oversight of the barge slip redevelopment. All required permitting was completed prior to construction. Southport finished the project during December 2007. In 2012, dredging was completed and the privately-owned barge slip is now in use for intermodal cargo movements.



[Back to Economic Development Page](#)

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CASE NO. 144202 CASE NAME: LUWU, Local 12
NO. OF PAGES: 2 DATE: 4.8.15 REPORTER: B. Friant

Application For ConnectOregon Program 2005-2006

Submit by Email

To ensure you have current program information, e-mail connectoregon@odot.state.or.us to get on the electronic mailing list.

PART A- Project Summary and Certification: Use this form or a replica. Print and sign one original. Attach additional text at the end as necessary identified with the corresponding question number.

1. APPLICANT

ORGANIZATION NAME Oregon International Port of Coos Bay	PRIMARY CONTACT PERSON AND TITLE Mike Gaul, Deputy Executive Director
ADDRESS P.O. Box 1215 / 125 Central Ave, Suite 300	TELEPHONE 541 267-7678
CITY, STATE AND ZIP CODE Coos Bay, OR 97420-0311	FAX 541 269-1475

2. CO-APPLICANT

ORGANIZATION NAME Southport Forest Products LLC	PRIMARY CONTACT PERSON AND TITLE Jason Smith, Manager Member
ADDRESS P.O. Box 298	TELEPHONE 541 756-7540
CITY, STATE AND ZIP CODE Coos Bay, OR 97420	FAX 541 756-7549

3. PROJECT NAME AND LOCATION

Southport Barge Slip - North Spit / Redevelopment Project -- North Bay Marine Industrial Park, Coos County, Oregon

4. SUMMARY OF PROJECT

The Southport Barge Slip on the North Spit is a shallow-draft heavy-lift facility designed for movements of large/heavy components. It was project-specific built and has seen little use since the project ended. The North Bay Marine Industrial Park and Southport sawmill need a multi-purpose full-draft intermodal slip to handle inbound and outbound commodities.

5. COST SUMMARY*

a) ConnectOregon Grant Amount	\$506,000.00	
b) ConnectOregon Loan Amount		
c) Subtotal ConnectOregon Funds	\$506,000.00	
d) Match Amount	\$140,000.00	
e) Other Fund Amount		
f) Project Total	\$646,000.00	

***Leave these Cost Summary entries blank - they will fill in automatically when Part C.4 of application is completed.**

6. CERTIFICATION

I certify that OR Int'l Port of Coos Bay/Southport Forest Prdcts (applicant organization) supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for ConnectOregon funds. I further certify that matching funds are available or will be available for the proposed project. I understand that all State rules for contracting, auditing, underwriting (where applicable) and payment will apply to this project.

APPLICANT SIGNATURE	DATE	PRINTED NAME
CO APPLICANT SIGNATURE	DATE	PRINTED NAME

Union 2

ConnectOregon Program

Application

PART B - Applicant Qualifications

1. CONTACT INFORMATION

APPLICANT

ORGANIZATION NAME Oregon International Port of Coos Bay	PRIMARY CONTACT PERSON AND TITLE Mike Gaul, Deputy Executive Director
ADDRESS P.O. Box 1215 / 125 Central Ave, Suite 300	TELEPHONE 541 267-7678
CITY, STATE AND ZIP CODE Coos Bay, OR 97420-0311	FAX 541 269-1475

CO-APPLICANT/CO SPONSOR

ORGANIZATION NAME Southport Forest Products LLC	PRIMARY CONTACT PERSON AND TITLE Jason Smith, Manager Member
ADDRESS P.O. Box 298	TELEPHONE 541 756-7540
CITY, STATE AND ZIP CODE Coos Bay, OR 97420	FAX 541 756-7549

2. IS/ARE THE APPLICANT(S) CURRENT ON ALL STATE AND LOCAL TAXES, FEES AND ASSESSMENTS?

YES NO If NO Explain:

PART C - Project Description

3. PROJECT DESCRIPTION AND PURPOSE: Summarize the project's description and purpose. Provide maps in 8 1/2 "X 11" format as hard copy only.

Southport Forest Products Barge Slip - North Spit / Redevelopment Project:

Project Description: This project would rehabilitate a shallow-draft heavy-lift barge slip into a multi-purpose full-draft barge facility with intermodal connections, capable of handling a variety of inbound and outbound commodities. The required work would include adding new sheet pile to two sides of the barge slip, paving equipment access aprons immediately adjacent to the slip and deepening the slip to a depth suitable of handling large ocean-going barges.

Project Purpose and Need: The project purpose is to rehabilitate this limited-use specific-built facility to create a modern intermodal link between barge, truck and rail for Southport Forest Products and the North Bay Marine Industrial Park on Coos Bay's North Spit. The project is needed because Southport is currently having to double-handle inbound whole logs by receiving them at an upper Coos Bay marine terminal and moving them by truck to their North Spit sawmill. In addition, Southport must truck finished lumber to another upper bay facility for barge shipping to domestic west coast markets. The Southport mill complex currently has truck access to the state and federal highway system via TransPacific Parkway, an all-weather industrial access road connecting to U.S. 101, a designated State Freight Route in the Oregon Highway Plan, and freight rail access to the Central Oregon & Pacific (CORP) Railroad with connections to the national rail system via the recently completed North Spit Rail Spur. Creating an intermodal link on the North Spit will facilitate increased barge shipping opportunities through the Port of Coos Bay for industrial firms and other businesses throughout southwest Oregon.

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4. ConnectOregon (CO) Project Budget

SOURCES OF FUNDS: Please identify the source and amount of moneys comprising your project budget in terms of grants, loans, match and other funds.

SOURCES:	AMOUNT	PERCENT OF TOTAL	DATE AVAILABLE	
			CAL YEAR	QUARTER
a. ConnectOregon Grant	\$506,000.00	78.3%	2006	3
b. ConnectOregon Loan		00.0%		
c. Required Match (Grants - 20% of Total Project) 1	\$140,000.00	21.7%	2006	3
d. Other Leveraged Funds (2)		00.0%		
e. Other Leveraged Funds (2)		00.0%		
f. Other Non-Leveraged Funds (Describe)		00.0%		
g. Other Non-Leveraged Funds (Describe)		00.0%		
TOTAL*	\$646,000.00	100%		

(1) Please describe the source and timing of the 20% match shown above. If applicable include the cost basis of property.

Southport Forest Products will provide the matching funds for a ConnectOregon grant. The funds are available now.

(2) If your project leverages other funds beyond the ConnectOregon grants, loans and match required for your project, please describe the source, timing and basis for valuing the other funds. Leveraged funds must be shown in 1(d) and 1(e) above.

USES OF FUNDS: Please identify the proposed uses and amount of moneys comprising the project budget.

USES:	AMOUNT	PERCENT OF TOTAL	DATE AVAILABLE	
			CAL YEAR	QUARTER
Labor (Payroll)		00.0%		
Contracted Services (If Known)	\$66,000.00	10.2%	2006	3
Materials and Supplies		00.0%		
Capital Outlay (Land)		00.0%		
Capital Outlay (Buildings)		00.0%		
Capital Outlay (Equipment)		00.0%		
Other (Describe): Sheet Pile Replacement	\$280,000.00	43.3%	2006	3
Other (Describe): Ramp Paving	\$100,000.00	15.5%	2006	3
Other (Describe): Dredging	\$200,000.00	31.0%	2006	3
Other (Describe):		00.0%		
TOTAL*	\$646,000.00	100%		

*Totals for Sources of Funds and Uses of Funds must be equal.

5. REAL ESTATE

EXACT ADDRESS OR LEGAL DESCRIPTION: 90800 TransPacific Parkway, North Spit/Coos County, Oregon

a. IS PROPERTY OWNED BY APPLICANT(S)?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	PURCHASE PRICE \$ 560,700.00	DATE October 2004
b. IS PROPERTY TO BE PURCHASED?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	PURCHASE PRICE	DATE
c. IS PROPERTY TO BE LEASED?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
d. DOES THE PROJECT INCLUDE EASEMENTS OR DONATED PROPERTY?	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

Provide any additional details here:

Southport Forest Products purchased 32-acres in the North Bay Marine Industrial Park from the Oregon Int'l Port of Coos Bay in October 2004, for a modern sawmill facility with intermodal access. Rail access was completed in October 2005.

PART D - Project Considerations

NOTE: The independent review consultant who will evaluate the project may consider other published or publicly available information when conducting this review.

6. TRANSPORTATION COST REDUCTION: Describe how the project reduces transportation costs for Oregon businesses.

Marine shipping -- in this case barging -- is, in most cases, the most cost-effective method of moving many commodities between North American west coast destinations. Manufactured wood product producers in western and southwestern Oregon can better compete with producers from other regions when they can ship by barge to growing markets in the southwest U.S. via southern California ports, and shippers of bulk and neo-bulk commodities such as woodchips and whole logs can extend their market reach with lower cost marine transportation. Domestic barge shipping, also referred to as "Short Sea Shipping" is identified by the U.S. Maritime Administration (MARAD) as a growing segment of the North American intermodal transportation system and is helping to relieve congestion in the West Coast/Interstate 5 Trade Corridor. Creating additional capacity within the west coast system may have the effect of further reducing overall costs. Greater implementation of "Short Sea Shipping" for cargo moving out of the Port of Coos Bay helps minimize truck movements on local roads and regional highways and may reduce roadway congestion in the southern California region when appropriate commodities are transferred from barge to rail at intermodal facilities.

7. MODAL CONNECTIVITY: Describe how the project benefits or connects two or more modes of transportation.

Rehabilitation of the barge slip in the Southport sawmill complex in the North Bay Marine Industrial Park will create an intermodal transportation facility on the North Spit linking marine (barge), rail and highway. Inbound whole logs can be utilized at the mill site or transferred directly to rail or truck for transport to other mill locations in western and southwestern Oregon. Outbound bulk woodchips can be transferred from rail or truck to barge to provide feedstock for mills on other regional waterways such as the Columbia River or Puget Sound, and manufactured wood products and other breakbulk commodities can be transferred directly from rail or truck to barge for movements to high-consumption markets.

8. STATEWIDE OR REGIONAL TRANSPORTATION LINK: Describe how the project creates a critical link in a statewide or regional transportation system.

The Port of Coos Bay has long been a major wood products and wood fiber shipping center and provides lower-cost market access to many industrial manufacturing firms in the region. Developing an intermodal -- barge/rail/truck -- facility on Coos Bay's North Spit in the Southport Forest Products sawmill complex will increase opportunities for local and regional shippers to move inbound and outbound production materials and finished products to and from markets and suppliers. The Coos Bay harbor is served by several northwest and/or west coast barge transportation firms including Sause Bros., FOSS Maritime and Brusco Tug & Barge. The Coos Bay Branch Line of the Central Oregon & Pacific (CORP) Railroad provides access to the North American rail system through Class I rail connections as well as through other regional shortline railroads, and to other other shippers and/or manufacturers on the CORP's Siskiyou Branch Line. A number of local and regional trucking lines and contract carriers operate through and between the Coos Bay/North Bend area and other Oregon and west coast market centers.

An intermodal facility will support policies in the 1992 Oregon Transportation Plan (OTP) that promote "connectivity" and "linkages to markets," while helping develop a "balanced and efficient freight system." The Southport/North Spit intermodal barge facility will enhance these policies for Coos, western Douglas and western Lane Counties. In addition, the 1992 OTP "encourage(s) development of efficient intermodal freight facilities, open to access to all where feasible, to encourage effective shifts among modes" and the draft 2006 OTP update promotes a "key initiative" that encourages the state, local governments and the railroads to maintain and improve access to marine facilities. That same initiative outlines several relevant strategies, including: a) support and facilitate marine intermodal movements, and b) support capabilities for remaining competitive with other West Coast ports by maintaining adequate waterways and port facilities to support the state's participation in national and international markets.

9. COST BORNE BY APPLICANT(S): Provide the amount by which the project will exceed, or provide a match beyond ConnectOregon's minimum grant-match requirement of 20%.

The Oregon International Port of Coos Bay will provide project oversight and coordination, while Southport Forest Products will provide the required minimum 20% ConnectOregon match; in this case \$140,000, or 21.7%.

10. PERMANENT AND CONSTRUCTION JOBS CREATION/RETENTION: Describe how the project creates and retains permanent and construction jobs in Oregon.

Permanent Job Creation: Rehabilitation of the Southport North Spit Barge Slip from a shallow-draft, heavy-lift barge slip to a multi-purpose, full-depth barge facility with intermodal capabilities could create two to four new jobs at the Southport sawmill facility.

Permanent Job Retention: Creating an intermodal transportation hub at the Southport Forest Products sawmill in the North Bay Marine Industrial Park will provide additional work opportunities for the local longshore labor force and for other persons employed in marine trades in the Coos Bay harbor.

Construction Jobs: (Assuming construction in 2006/2007)

The Oregon International Port of Coos Bay and Southport Forest Products estimate that construction costs would be about \$580,000 for the proposed project. Based on methodology presented in a recent ODOT report, "Short-Run Job Impacts from Transportation Construction Expenditures in Oregon," the project applications estimate that on an annual basis the barge slip improvements would result in eight (8) direct construction jobs and four (4) indirect and induces jobs related to construction expenditures.

11. ANTICIPATED CONSTRUCTION START DATE OR EQUIVALENT:

October 2006

12. ANTICIPATED PROJECT COMPLETION DATE:

April 2007

13. CONSTRUCTION READINESS: Provide a project timeline and describe where the project is on this timeline in relation to planning, design and permitting issues.

Southport Forest Products and the Oregon International Port of Coos Bay have had an initial scoping meeting with engineering consultants to determine the various tasks required to convert the existing shallow-draft heavy-lift barge slip to a multi-purpose full-draft intermodal marine barge facility. Plans from the construction of the original barge slip are available and provide a broad array of required information.

Final engineering design and production of construction plans will commence upon award of a ConnectOregon grant. Bid documents will be prepared and the project will be advertised. Permitting and any required mitigation planning will also commence at this time. A mitigation site has been identified, if this is required. After bid award, in-water work will commence in order to complete that phase during the allowed in-water work period. This includes sheet pile installation and slip deepening.

Proposed Construction Timeline:

October 1, 2006: Engineering design and production of construction plans. Project will go out to bid.

November 15, 2006: All in-water work will commence; both sheet pile installation and slip deepening. In-water completion deadline is February 15, 2007.

April 2007: Estimated project completion.

14. PROJECT OPERATIONS: How will the ongoing maintenance, operation and replacement of the project be financed?

Ongoing maintenance, barge slip operations and future facility replacement or expansion will be the responsibility of Southport Forest Products.

15. OTHER CONSIDERATIONS AND INFORMATION : Describe any other considerations and information you would like taken into account about the project.

In the late 1980s the Oregon International Port of Coos Bay constructed a shallow-draft heavy-lift barge facility in the North Bay Marine Industrial Park on Coos Bay's North Spit. Funding for the project came primarily from a U.S. Economic Development Administration grant and was part of a larger project to develop transportation infrastructure to support job creation and economic diversification on the North Spit. The barge slip was designed to accommodate the transfer of heavy equipment, cargo modules and manufacturing components from a land side relieving platform to a barge or from the barge to the land side. The slip was constructed so the Port could compete for a project assembling oil field modules for Alaska's North Slope. Since that time, the slip has been used infrequently to move large equipment for regional industrial manufacturing facilities and for a few other shipments.

Coos Bay is Oregon's second busiest deep-draft maritime commerce center, and is the largest deep-draft harbor between San Francisco Bay and the Puget Sound. The ocean entrance/bar crossing to the harbor is one of the safest on the Pacific Northwest coast, and the short 15-mile deep-draft channel helps assure that cargoes move rapidly and quickly through the harbor's marine terminals to domestic and international markets. Nearly 50 deep-draft vessels of various types and more than 125 cargo barges visit the Coos Bay harbor each year, moving an average of 2.1 million tons of commodities annually. Most cargoes are outbound, consisting primarily of wood chips and finished wood products.

The Oregon International Port of Coos Bay was established as a port authority in 1909. The port facilitates economic growth in Oregon's bay area through sale/lease/development of property at various locations along the marine channel and through advocacy for transportation system improvements throughout the southwest region of the state. The North Bay Marine Industrial Park is comprised of several hundred acres of industrial and marine industrial property on the North Spit adjacent to the deep-draft navigation channel in lower Coos Bay. Currently the Port is negotiating to purchase additional industrial acreage on the North Spit. The Port's long-term plans call for continued development of this property for job creation and economic diversification of Oregon's bay area. The proposed development calls for industrial manufacturing capacity and intermodal marine facilities. The Port is presently engaged in siting an Asian-based manufacturing firm and is working with the Jordan Cove Energy Project to develop a multi-use waterway facility.

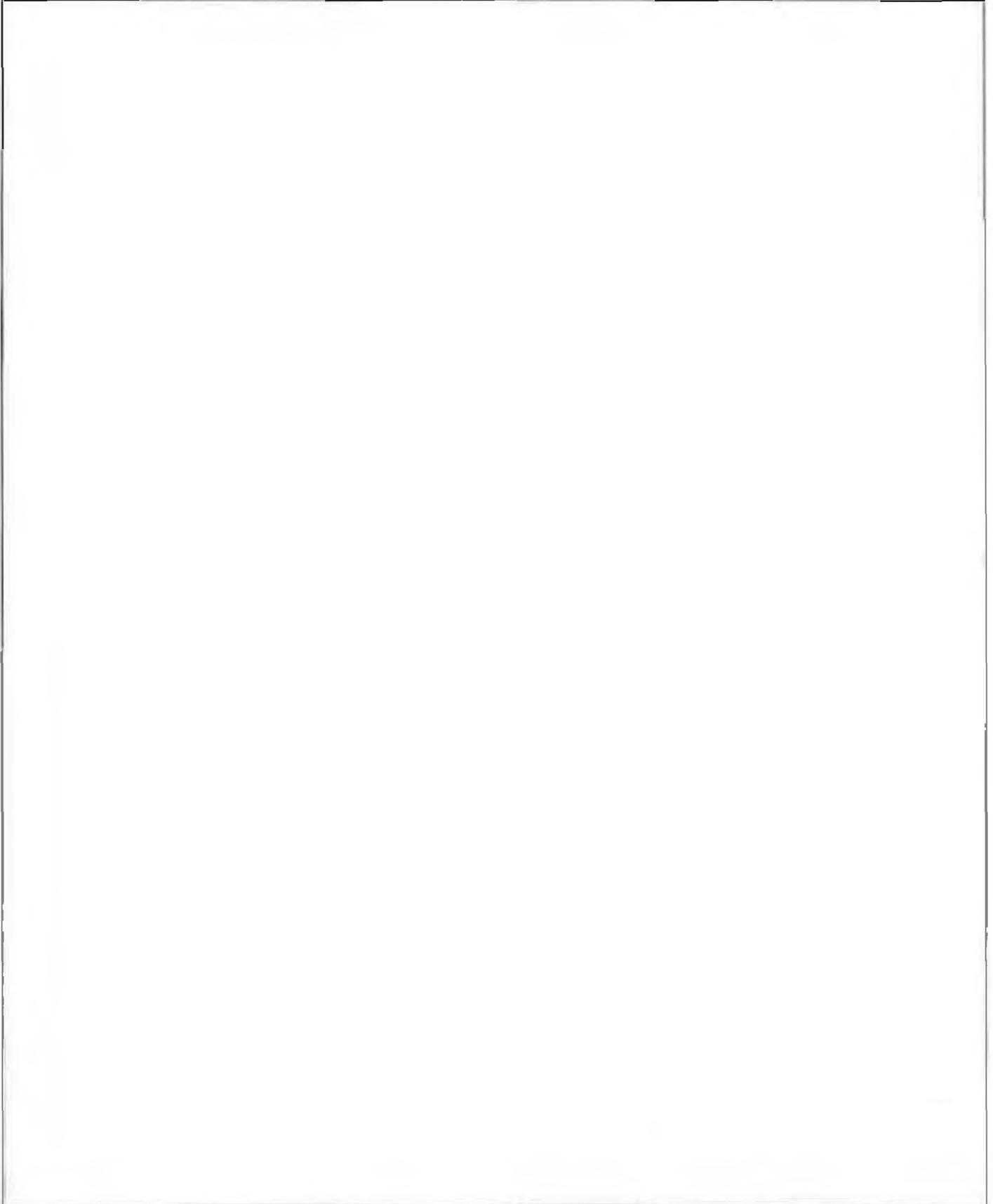
PART E - Supporting Materials: Provide a list here of supporting materials that will be provided as part of your hard copy submission.

Regional/Vicinity Maps and Site Map (see attached)

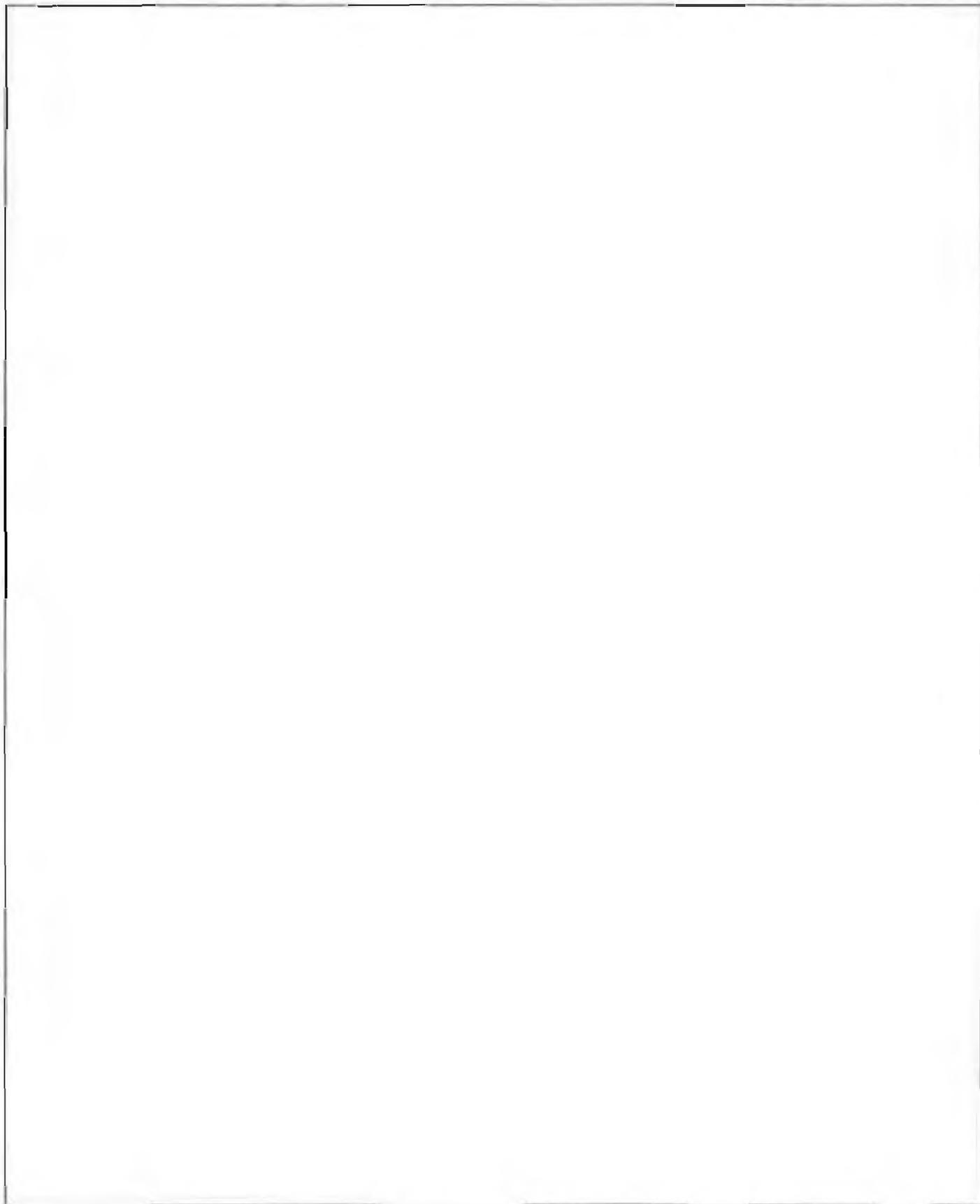
Letters of Support (see attached)

Project Photos (see attached)

ADDENDUM PAGE 8: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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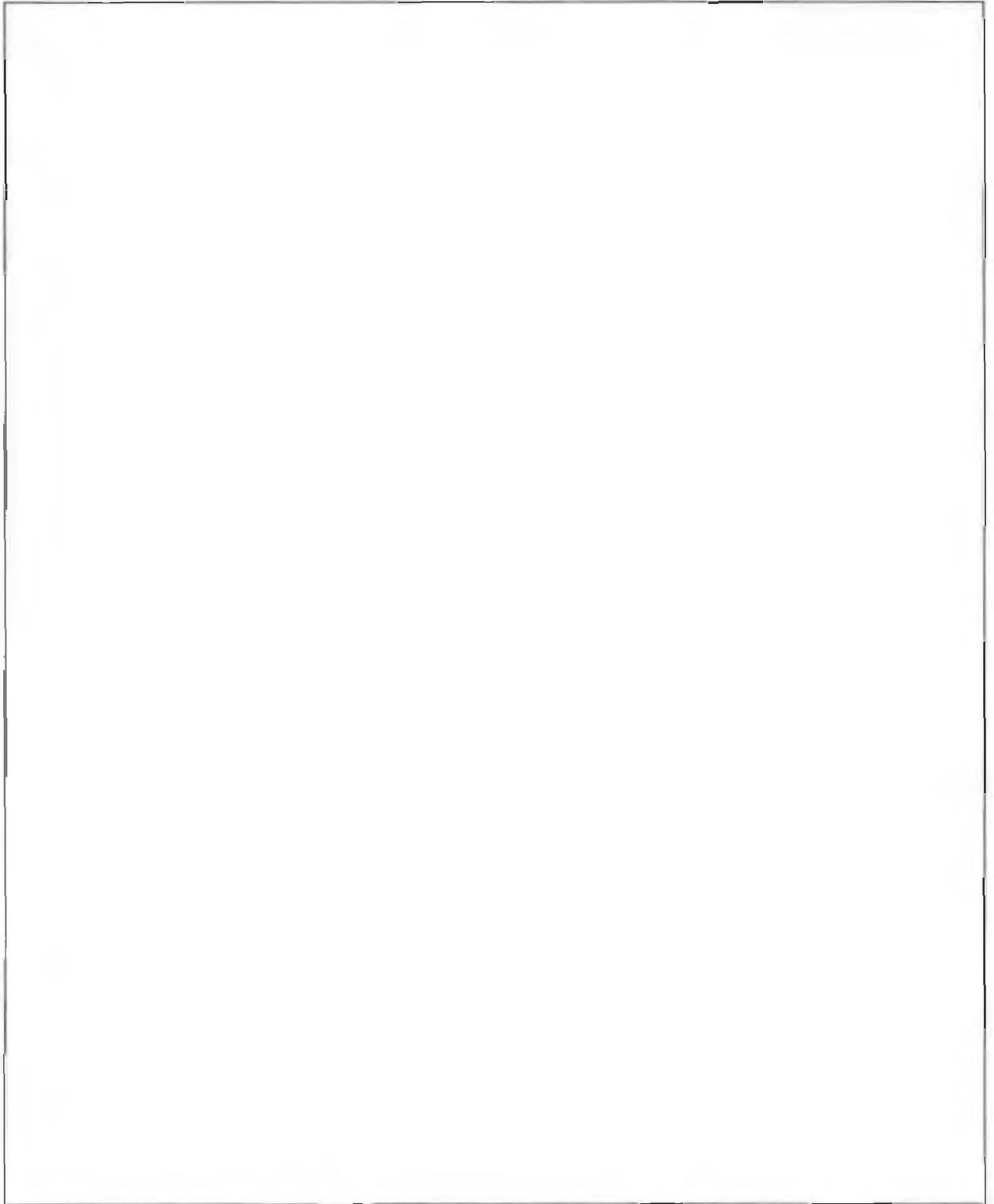
ADDENDUM PAGE 9: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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ADDENDUM PAGE 10: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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ADDENDUM PAGE 11: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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ADDENDUM PAGE 12: Attach additional text here as necessary, identifying the corresponding application question number you are completing.

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News and Information

From Southport Forest Products and Oregon International Port of Coos Bay

For Immediate Release: February 27, 2013

New Southport Forest Products barge facility boosts Coos Bay harbor exports

Southport Forest Products has expanded operations through the Coos Bay harbor with the opening this month of an intermodal marine barge facility to move wood chips to Northwest customers. The development increases the efficiency of marine operations and the volume of cargo moving through the Coos Bay harbor.

"This barge operation increases Southport Forest Product's abilities to handle multiple products, better control transportation costs and grow our customer base," said Southport co-owner Jason Smith.

Southport Forest Products and the Oregon International Port of Coos Bay partnered to obtain *ConnectOregon* I funding for the intermodal marine freight project. The project cost totaled \$646,000, including \$506,000 from *ConnectOregon* and \$140,000 in matching funds. In 2004, Southport purchased a 32-acre site, including a heavy lift barge slip from the Port for development of a high-tech small log sawmill and access to freight rail service. With the state grant, Southport was able to redevelop the infrastructure for multi-purpose barge operations. The company also purchased an additional 33 acres in 2011 from the Port for development of its wood chipping and log handling operation.

The project is expected to increase employment in Southport's local operations, and in maritime services and the longshore labor sectors.

"We appreciate the fact that the Port was able to partner with Southport to get these funds for the barge slip and create much-needed family wage jobs locally," said Marvin Caldera, president of ILWU Local 12. "We're also happy that the loading operation this month was very successful."

Deep-draft shipping terminals and barge facilities are expected to export nearly 2 million tons of cargo through Coos Bay in 2013. In addition to wood chips, export commodities moving through Coos Bay include logs and mineral ore.

"This development represents an incremental increase in maritime infrastructure for the harbor, and it's a step forward in the development of marine terminals along lower Coos Bay," said Port CEO David Koch.

For additional media information, please contact:
Elise Hamner, Communications and Community Affairs Manager
Oregon International Port of Coos Bay
Phone 541.267.7678 / Email ehamner@portofcoosbay.com

Uham3



Monday, March 30, 2015

Contact Us

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NEWS ROOM

News Releases

2015 NEWS RELEASES

- **January 27, 2015**
Coos Bay Rail Link continues to increase revenue carload traffic
- **January 9, 2015**
Give your sweetheart 'crabs' for Valentine's Day

2014 NEWS RELEASES

- **October 3, 2014**
Port of Coos Bay Restarts Strategic Business Planning Process
- **September 4, 2014**
Coos Bay Rail Link wins third award for safe operations
- **September 2, 2014**
Port of Coos Bay Fills Vacant Positions and Adds New Staff
- **July 17, 2014**
Join us for the 25th Annual Charleston Seafood Festival
- **May 5, 2014**
Port of Coos Bay Hires Chief Engineer
- **May 1, 2014**
Port of Coos Bay Seeking Representative for Community Foundation
- **April 22, 2014**
Port of Coos Bay Commissioner Donna Opitz Resigning
- **March 13, 2014**
Coos Bay Rail Link is the nation's 2014 Short Line of the Year
- **March 10, 2014**
Port of Coos Bay seeks Budget Committee applicants
- **Feb. 14, 2014**
Committee seeks names for Charleston Fishermen's Memorial - Application
- **Jan. 9, 2014**
Get crackin' and join us at the 29th Annual Charleston Crab Feed!

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2013

- **Nov. 22, 2013**
Oregon Senate confirms new port commissioners
- **Nov. 21, 2013**
A&J Archery expands operation in Business Center incubator
- **Oct. 3, 2013**
Vessel launch signals new era for Giddings Boat Works
- **Sept. 19, 2013**
Reedsport railroad improvement project to divert traffic
- **Sept. 13, 2013**
Deep-sea wind power developer to host town hall meeting Sept. 23
- **Aug. 16, 2013**
Come Ride the Rails! Port hosts public rail celebration Aug. 24
- **July 9, 2013**
Port of Coos Bay to sell surplus docks at public auction
- **July 5, 2013**
Charleston hosts 24th Annual Seafood Festival

EXHIBIT NO. U3 RECEIVED REJECTED

19-CD-
CASE NO. 144202 CASE NAME LWU, Local 12

NO. OF PAGES: 6 DATE: 4.8.15 REPORTER: R. Friant

- **May 31, 2013**
Coos Bay Rail Link signs long-term pact with Port
- **May 15, 2013**
Charleston hosts Blessing of the Fleet ceremony
- **May 14, 2013**
Deep-sea wind energy developer to host town hall meetings
- **May 13, 2013**
Port to present results of Charleston Master Plan Update
- **April 29, 2012**
Port restores full service to entire Coos Bay rail line
- **April 3, 2012**
State rejects challenge to multi-purpose cargo slip permit
- **April 3, 2013**
Charleston hosts Oyster Feed on April 27
- **April 1, 2013**
Port will continue to consider cargo development opportunities
- **March 26, 2013**
Coos Bay Rail Link wins award for safe operations
- **February 27, 2013**
New Southport Forest Products barge facility boosts Coos Bay exports
- **February 18, 2013**
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- **February 15, 2013**
Shipping channel project to temporarily close North Spit parking area
- **January 30, 2013**
Port to review public records policies
- **January 14, 2013**
'Crack up' fresh Oregon Dungeness at the Charleston Crab Feed
- **January 11, 2013**
Port Commissioner Caddy McKeown resigns to take legislative post

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- **Dec. 28, 2012**
Charleston celebrates completion of pedestrian/bike safety project
- **Nov. 30, 2012**
Long-time Port Commissioner Dan Smith resigns
- **Nov. 26, 2012**
Port to kick off Charleston Marina Complex Master Plan update
- **Nov. 9, 2012**
Port hires Charleston harbormaster
- **Oct. 29, 2012**
State to host 'ocean zoning' public meeting in North Bend
- **September 26, 2012**
Coos Bay Rail Link wins national safety award
- **July 30, 2012**
Port hires chief operating officer
- **June 18, 2012**
Oregon Resources Corp. exports new commodity at Coos Bay
- **June 15, 2012**
Port hires chief executive officer
- **June 6, 2012**
Port to begin next major phase of railroad reconstruction
- **May 16, 2012**
Charleston to bless commercial fishing fleet in Memorial Day service
- **May 3, 2012**
Port and college partner in Cooperative Work Experience program
- **April 2, 2012**
Charleston hosts "Ahh Shucks" Oyster Feed on April 28
- **February 17, 2012**
Committee seeks names for Charleston Fishermen's Memorial - application form
- **February 11, 2012**
"Crack Up" fresh Oregon Dungeness at the Charleston Crab Feed

2011

- **December 21, 2011**
Oregon issues permit for multi-purpose vessel slip, access channel
- **December 16, 2011**
Port offers reward in railroad vandalism case

- **November 28, 2011**
CEO Jeffrey Bishop ends 7-year tenure with Port
- **November 23, 2011**
Auction List
Port offers surplus vehicles, marina supplies at public auction
- **September 19, 2011**
Port urges caution on Coos Bay rail line, warns against trespassing
- **September 1, 2011**
Boat Basin Drive improvement project focus of town hall meeting
- **August 19, 2011**
Port of Coos Bay to remove Citrus Dock building
- **August 15, 2011**
Port acquires Coos Bay North Spit wastewater lagoon property
- **August 15, 2011**
Port initiates exclusive negotiating process for prospective developers
- **July 26, 2011**
Port and South Slough dedicate new paddlecraft launch
- **July 20, 2011**
Town Hall meeting to discuss Eastside Boat Ramp parking expansion
- **July 7, 2011**
Contractors urged to apply for listing on small works roster
- **May 31, 2011**
Port seeks rail safety program volunteers
- **May 23, 2011**
Contractor to spray weeds along Coos Bay rail line
- **May 13, 2011**
Port to host contractor information meeting on rail line rehabilitation
- **May 2, 2011**
Charleston Ice Dock Re-opens for Fishing Fleet
- **April 22, 2011**
Port selects operator for Coos Bay rail line
- **April 15, 2011**
Rep. DeFazio secures \$2.5 million for Coos Bay rail line
- **April 4, 2011**
Port recognizes staff for safe work record in 2010
- **March 17, 2011**
Port of Coos Bay committee votes down marine reserves proposals
- **March 7, 2011**
Rep. DeFazio expedites funds for railroad repairs
- **January 31, 2011**
Port seeks Budget Committee applicants

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- **December 29, 2010**
Port and Xerox Corp. finalize call center lease
- **December 29, 2010**
Port finalizes acquisition of UP-owned section of Coos Bay rail line
- **December 9, 2010**
Port hires company to cut brush, reduce fire danger
- **November 30, 2010**
Coos Bay Port to host town halls on Marine Reserves options
- **November 17, 2010**
Charleston Ice Dock to close for upgrades
- **November 4, 2010**
A&J Archery opens in Business Center incubator
- **October 15, 2010**
Port receives \$13.5 million grant for railroad
- **September 18, 2010**
Crabbing fleet lands \$12.9 million in Charleston
- **September 8, 2010**
Port appoints Charleston Harbormaster
- **August 25, 2010**
Governor Kulongoski announces \$7.8 million railroad grant
- **August 16, 2010**
2009-10 crab season ends on high note
- **August 2, 2010**
Port hires chief operating officer
- **May 10, 2010**
Road realignment project begins this week on Coos Bay North Spit
- **April 19, 2010**
U.S. Fish & Wildlife Awards Grant to State Marine Board and Port of Coos Bay
- **April 12, 2010**

Ice available again to Commercial Fishermen at the Charleston Marina

- **February 26, 2010**
Charleston Memorial Committee Sets March 15 as Deadline for submitting applications

2009

- **August 24, 2009**
Business News Brief
- **June 22, 2009**
Port of Coos Bay Commission Authorizes Rail Tunnel Bid Award
- **March 3, 2009**
Port Seeking Public-At-Large Representatives for Marine Reserves Committee
- **February 5, 2009**
News Release from Oregon Economic and Community Development Department
State Partners with Port of Coos Bay to Purchase Rail Line

2008

- **November 5, 2008**
Port Commission Authorizes Purchase of Coos Bay Rail Line
- **June 12, 2008**
Ford Family Foundation Provides Grant for Marina Restroom Project
- **June 8, 2008**
Rail Damage Prompts Access Enforcement on North Spit
- **April 10, 2008**
Marine Board Approves Two Coos County Area Boating Facility Projects
- **March 11, 2008**
Coos Bay Port District Board Seeking Applicant for 2008/09 Budget Committee
- **January 25, 2008**
Aaron Simons Promoted to Marine Facilities Manager
- **January 25, 2008**
U.S. Economic Development Administration Announces Performance Award
- **January 23, 2008**
Port Staff Recognized for a safe work record in 2007

2007

- **August 8, 2007**
Governor Kulongoski Set to Sign House Bill 5036 in Coos Bay
- **August 7, 2007**
18th Annual Charleston Seafood Festival Slated For August 18-19, 2007
- **April 5, 2007**
Commercial Fishermen Will Have Ice in Charleston for the 2007 Fishing Season
- **February 12, 2007**
Charleston "Town Hall" Meeting Set to Discuss Final Draft Master Plan

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Misc. Contracts and Agreements
No. 23494

Multimodal Transportation Fund Program: Grant Awards

GRANT AGREEMENT
MULTIMODAL TRANSPORTATION FUND PROGRAM
Southport Barge Slip-N Spit / Redevelopment Project N Bay Marine Industrial
Park

THIS GRANT PROGRAM AGREEMENT, hereinafter referred to as "Agreement" is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and Oregon International Port of Coos Bay, acting by and through its elected officials,, hereinafter referred to as "Recipient."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 777.112, the Oregon International Port of Coos Bay may enter into cooperative agreements with the counties, cities, or units of local government for the performance of work on certain types of improvements projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ConnectOregon Partnership – Program Administration Agreement No. 23434, incorporated herein and by this reference made a part hereof, ODOT may enter into this Agreement for the performance of work on Projects.
4. Pursuant to ORS 367.080 through 367.086, there is established the Multimodal Transportation Fund, separate and distinct from the General Fund, allowing for the issuance of lottery bonds for the purpose of financing grants and loans to fund Transportation Projects that involve air, marine, rail or public transit.
5. By the authority granted in ORS 367.082, ODOT may provide from moneys in the Multimodal Transportation Fund established by ORS 367.080, grants and loans for transportation projects to public bodies and to private entities.
6. The Multimodal Transportation Fund Program began through ConnectOregon, a \$100 million lottery-bond-based initiative approved by the Oregon Legislative Assembly in 2005 to invest in air, rail, marine and transit infrastructure to ensure Oregon's transportation system is strong, diverse and efficient. The Multimodal Transportation Fund Program is focused on improving the connections between air, rail, marine and transit modes of transportation to reduce transportation costs to businesses, remove key bottlenecks and increase connectivity.

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7. The receipt and use of Multimodal Transportation Funds and the execution of this Agreement by Recipient are subject to conditions imposed by ORS 367.080 through 367.086 and administrative rules under Division 35 of OAR Chapter 731.
8. The Oregon Transportation Commission (OTC) approved the projects to be funded under the Multimodal Transportation Fund Program at its July 19, 2006 meeting. The OTC has set specific conditions on all approved projects and the inability to meet these OTC conditions may result in a loss of project funding. Final approval for the project is subject to meeting all the OTC conditions as stated below:
 - The Recipient must produce and provide all documentation identified in the project application, which includes the feasibility readiness to construct, permits and complete all other promised elements. The documentation must indicate the likelihood the project can be completed in the time frame planned.
9. Safety is of paramount concern to ODOT. ODOT encourages recipients of ConnectOregon grant funds to have safety as a high priority for all phases of work.

DEFINITIONS

1. ConnectOregon, as defined in Oregon Laws 2005, Chapter 816, is a legislatively authorized lottery-bond-based initiative to invest in air, rail, marine and transit infrastructure in Oregon.
2. Recipient, as defined in OAR 731-035-0020(16), means an Applicant that enters into Agreement with ODOT to receive funds from the Multimodal Transportation Fund.
3. ConnectOregon Oversight Committee is to be composed of (A) ODOT Program Manager, (B) Oregon Department of Aviation (ODA) Program Manager, (C) ODOT Freight Mobility Manager, (D) ODOT Region representative, and (E) a non-agency representative, appointed by ODOT's Project Manager to address the ConnectOregon Program and Project specific issues.

NOW THEREFORE, the premises being general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Under said provisions, Recipient agrees to rehabilitate the shallow-draft heavy-life barge slip into a multi-purpose full-draft barge facility with intermodal connections, hereinafter referred to as "Project." The Project description, tasks and deliverables, schedule and budget are further defined in Exhibit A, Statement of Work, attached hereto and by this reference made a part hereof.
2. The total Project cost is estimated at \$646,000, which is subject to change. The ConnectOregon grant funds are limited to \$506,000, or 80 percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be

ConnectOregon Fund Program

EXHIBIT NO. U4 RECEIVED REJECTED

19-CD-
CASE NO. 144202 CASE NAME 1LWU, Local 12

NO. OF PAGES: 14 DATE: 4.8.15 REPORTER: R Friant

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reimbursed at 80 percent until the \$506,000 limit is reached. ODOT cannot reimburse Recipient for any work performed or for Project costs incurred prior to the effective date of this Agreement.

- a. Matching funds must be provided by the Recipient in the form of cash outlays or soft match for eligible Project expenses and cover at least 20 percent of the eligible Project costs. Recipient shall be responsible for the 20 percent match requirement and any costs in excess of the ConnectOregon grant funds.
 - b. If the Project is not completed in accordance with the application and this Agreement as they may be amended, the Recipient shall pay back all of the ConnectOregon grant funds to ODOT. Any funds disbursed but not used for the approved Project must be returned to ODOT. Recipient understands eligibility for ConnectOregon grant funds applies only to Project costs incurred on or after the effective date of this Agreement.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall terminate five (5) years from the date of execution. Any changes to the Project scope or delivery schedule must be approved by the ConnectOregon Oversight Committee prior to execution of an amendment to this Agreement. The ConnectOregon Oversight Committee may choose to request review by the OTC. Recipient's obligation to maintain and operate the Project will survive termination of this Agreement.

RECIPIENT OBLIGATIONS

1. Recipient shall perform the work described in Exhibit A.
2. Recipient shall submit to ODOT's Program Liaison a monthly invoice and updated progress report on the Project schedule. The invoice must adhere to generally accepted accounting principals and must contain this Agreement number, the Project start and end date, as well as a detailed breakdown of funds expended to date and dollars remaining. In the event an invoice is not necessary during a specific period, an updated progress report on the Project schedule must be submitted separately each month reflecting continuous progress.
3. Upon completion of the Project, Recipient shall compute the actual total Project cost and an itemized statement of final costs shall be submitted to ODOT.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279A, 279B and 279C, as applicable, incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and

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- (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project.
 6. Notwithstanding the foregoing defense obligations in the paragraph above, neither Recipient nor any attorney engaged by Recipient shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Recipient if the State of Oregon elects to assume its own defense.
 7. Recipient shall require its contractor to indemnify ODOT and name ODOT as a third party beneficiary of the resulting contract, obtain and keep in effect during the term of the contract Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this Agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000 when applicable and shall carry at a minimum personal injury and property damage insurance with a single limit of \$1,000,000 for all claims arising out of a single accident or occurrence. Recipient shall also insure that the contractor provides an additional \$1,000,000 excess insurance coverage over the basic \$1,000,000 coverage. Each annual aggregate limit shall not be less than \$2,000,000 when applicable. The contractor shall include Recipient and ODOT as named insured on policies issued for this Project, or shall furnish an additional insured endorsement naming the same as additional insured to the contractor's existing public liability and property damage insurance. The certificate of insurance shall include the State of Oregon, Transportation Commission and its members, Department of Transportation, officers and employees as additional insured. Recipient shall provide a copy of the certificate to ODOT prior to construction of the Project. The insurance coverage shall not be amended, altered, modified or cancelled insofar as the coverage contemplated herein is concerned without at least thirty (30) days prior written notice.

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8. Recipient, and if Recipient contracts for work on the Project then also its contractor, shall complete the Project under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
9. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its subcontractors complies with these requirements.
10. Recipient shall, upon execution of this Agreement, complete and file with the appropriate County Clerk, an Acknowledgment of ODOT Assistance, which is attached hereto as Exhibit B, and by this reference made a part hereof. Recipient shall provide confirmation of this filing by forwarding to ODOT's Project Liaison a conformed copy of the recorded Exhibit B. By means of said acknowledgment, a lien shall be established against said property and assets subject to the satisfaction of Recipient's financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation and/or demand. ODOT's interest in said property is proportional to the state participation in Project. While in default of conditions underlying the lien, Recipient will be ineligible to receive state funds from any ODOT-administered program for any project on a street, road or property. The Acknowledgment of ODOT Assistance shall remain in place for the life expectancy of the Project.
11. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. ODOT and Recipient agree that the useful life of this Project is defined as twenty (20) years. Recipient has, by submitting its application for this grant, represented and certified to sufficient funds and to its ability to operate and maintain the Project. ODOT may conduct periodic inspections for five (5) years following the execution of this Agreement to verify that Project is being properly maintained and continues to serve the purpose for which ConnectOregon grant funds were provided.
12. Maintenance responsibilities shall survive any termination of this Agreement.
13. Recipient certifies and represents that the individual(s) signing this agreement has/have been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Recipient.
14. Recipient's Project Manager is Mike Gaul, Deputy Executive Director, 125 Central Avenue, Suite 300, Coos Bay, OR 97420-0311, (541) 267-7678.

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ODOT OBLIGATIONS

1. Based upon the ConnectOregon grant fund allocation allowed, ODOT agrees to pay Recipient \$506,000, or 80 percent of the total eligible Project costs, whichever is less. Eligible costs for this Project will be reimbursed at 80 percent until the \$506,000 limit is reached.
2. Upon receipt of a monthly invoice and updated progress report on the Project schedule, ODOT shall review for approval and make payment to Recipient for approved eligible costs.
3. This Agreement is contingent upon issuance and sale of lottery bonds sufficient to fund this Project. This Agreement is effective and work may begin upon execution, but ODOT's obligation to make Project payments is contingent upon the issuance and sale of lottery bonds by the State Treasurer. ODOT will notify Recipient when such sale has occurred and ConnectOregon grant funds are available.
4. ODOT shall monitor the Project for compliance and notify the Recipient in writing if it appears Recipient is failing to comply with Multimodal Transportation Fund Program requirements as specified in ORS Chapter 367; OAR Chapter 731, Division 35; the terms of this Agreement; and Recipient's application.
5. ODOT may impose sanctions against Recipient for failing to comply with the requirements governing the Multimodal Transportation Fund Program. Before imposing sanctions, ODOT will send a notice to cure to Recipient if Recipient fails to comply with Program requirements and will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct the deficiencies noted. The following circumstances may warrant sanctions:
 - a. Work on the approved Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on the Project has not been maintained for six (6) months.
 - b. State statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key Milestones shown in the Project schedule slip by more than three (3) months.
6. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:

ConnectOregon Fund Program

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- a. Revocation of an existing award.
 - b. Withholding of unexpended funds.
 - c. The return of unexpended funds or repayment of expended funds.
 - d. The barring of the Recipient from applying for future assistance.
 - e. Other remedies that may be incorporated into this Agreement.
7. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. ODOT's Program Liaison is the Senior Local Roadway Standards Engineer, Local Government Section, 355 Capitol St. NE, Rm 326, Salem, OR 97301-3971 or an individual designated by the Highway Finance Manager in the event of the unavailability of the aforementioned individual.

GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:
 - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable ODOT, in its reasonable discretion, to continue making payments under this Agreement.
 - c. ODOT, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in Exhibit A are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. Recipient may terminate this Agreement effective upon delivery of written notice to ODOT under any of the following conditions:
 - a. ODOT fails to make payments due under this Agreement, or
 - b. ODOT fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms and after receipt of written notice from Recipient, fails to correct

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such failures within ten (10) days or such longer period as Recipient may authorize.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
4. Recipient acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
5. ODOT and Recipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
7. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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Oregon Transportation Commission on July 19, 2006, approved the ConnectOregon project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

Oregon International Port of Coos Bay,
by and through its Board of
Commissioners

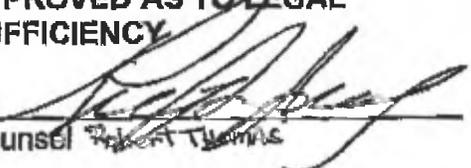
By  Executive Director

Date 10/20/06

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

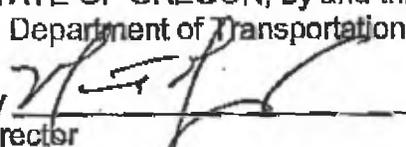
By  Robert Thomas
Counsel

Date 10/19/06

Recipient Contact:

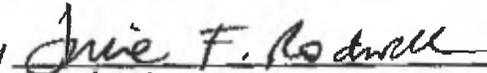
Mike Gaul, Deputy Executive Director
Oregon International Port of Coos Bay
125 Central Avenue, Suite 300
Coos Bay, OR 97420-0311

STATE OF OREGON, by and through
its Department of Transportation

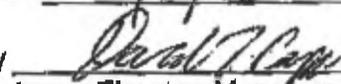
By  Director

Date 11-3-06

APPROVAL RECOMMENDED

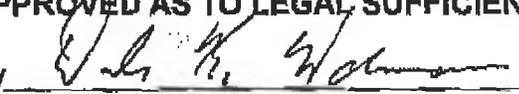
By  Julie F. Rodwell
Freight Mobility Manager

Date 11/1/06

By  David T. Capp
Highway Finance Manager

Date 10/20/06

APPROVED AS TO LEGAL SUFFICIENCY

By  Assistant Attorney General

Date 10/24/06

Misc. Contracts and Agreements
No. 23494
Multimodal Transportation Fund Program: Grant Awards

**EXHIBIT A
STATEMENT OF WORK**

**Application No. 064-06
Southport Barge Slip – North Spit Redevelopment Project – North Bay Marine
Oregon International Port of Coos Bay**

A. PROJECT DESCRIPTION

1. The purpose of the Project is to develop an intermodal – barge, rail, and truck – facility on Coos Bay's North Spit in the Southport Forest Products sawmill complex which will increase opportunities for local and regional shippers to move inbound and outbound production materials and finished products to and from markets and suppliers. This Project will create additional capacity within the west coast system and reduce the overall cost of doing business. This Project will also provide additional employment for local longshore labor force and for other people employed in the marine trades in the Coos Bay harbor.
2. This Project consists of rehabilitating the shallow-draft heavy-life barge slip into a multi-purpose full-draft barge facility with intermodal connections, capable of handling a variety of inbound and outbound commodities. The Project includes adding new sheet pile to two sides of the barge slip, paving equipment access aprons immediately adjacent to the slip and deepening the slip to a depth suitable for handling large ocean-going barges.
3. Recipient has conducted the initial scoping meeting to determine the various tasks required for this Project. Plans for the construction of the original barge slip are available and provide a broad array of required information, which could be used on this rehabilitation Project. Recipient will provide the oversight and coordination for the Project.
4. There is a concept level design, but the cost estimates lack details on quantities, units or breakdown of other than construction costs. Final engineering design and production of construction plans will commence upon execution of this Agreement, including preparation of bid documents and Project advertisement. Permitting and any required mitigation planning will also commence upon execution of this Agreement. If a mitigation need is identified, a mitigation site is available. After bid award, in-water work will commence in order to complete that phase of the Project during the allowed in-water period, including sheet pile installation and slip deepening portion of the Project.
5. Funds for project scoping services, permitting and final plans/ biddable engineering documents shall be provided by a private partner. Therefore, ConnectOregon funds will not be required for that portion of the Project. However, there may be a need to perform some mitigation services prior to

Misc. Contracts and Agreements
No. 23494

Multimodal Transportation Fund Program: Grant Awards

obtaining the permits. The ConnectOregon funds will only be used for the construction and Project close-out services, and any mitigation services under the Permitting task, if required.

6. This Statement of Work includes an additional Exhibit associated with the Project which is attached hereto and by this reference made a part hereof as follows:

Exhibit A-1 Vicinity Map of Project

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has three (3) Key Milestones. Key Milestones are used for evaluating performance on Project and determining the level of compensation for completed work as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement. If the Not to Exceed (NTE) amount for a Key Milestone is higher than the actual time and materials costs incurred for that Key Milestone, ODOT Program Liaison may allow any unspent funds to be shifted to another Key Milestone by written notice of such authorization to the Recipient's Project Manager.

The anticipated start date of the Project is: October 2006

The estimated completion date of the Project is: May 2007

Table 1: Key Milestones

Milestone	Description	Estimated Due Date	Estimated NTE Amount
1	Permits: Copy of permit(s) within ten (10) days of obtaining such permit(s). If mitigation is required.	October 2006	\$40,000
2	Construction Contract Award: A copy of the Notice to Proceed.	November 2006	N/A
3	Project Completion and Close-Out: A letter indicating completion of Project accompanied by final invoice and copy of Project close-out documents.	May 2007	\$580,000
	Costs for Prior Work Performed		\$ 26,000
	Total Project Cost		\$646,000
	Total NTE Grant Fund Allocation		\$506,000

C. BUDGET

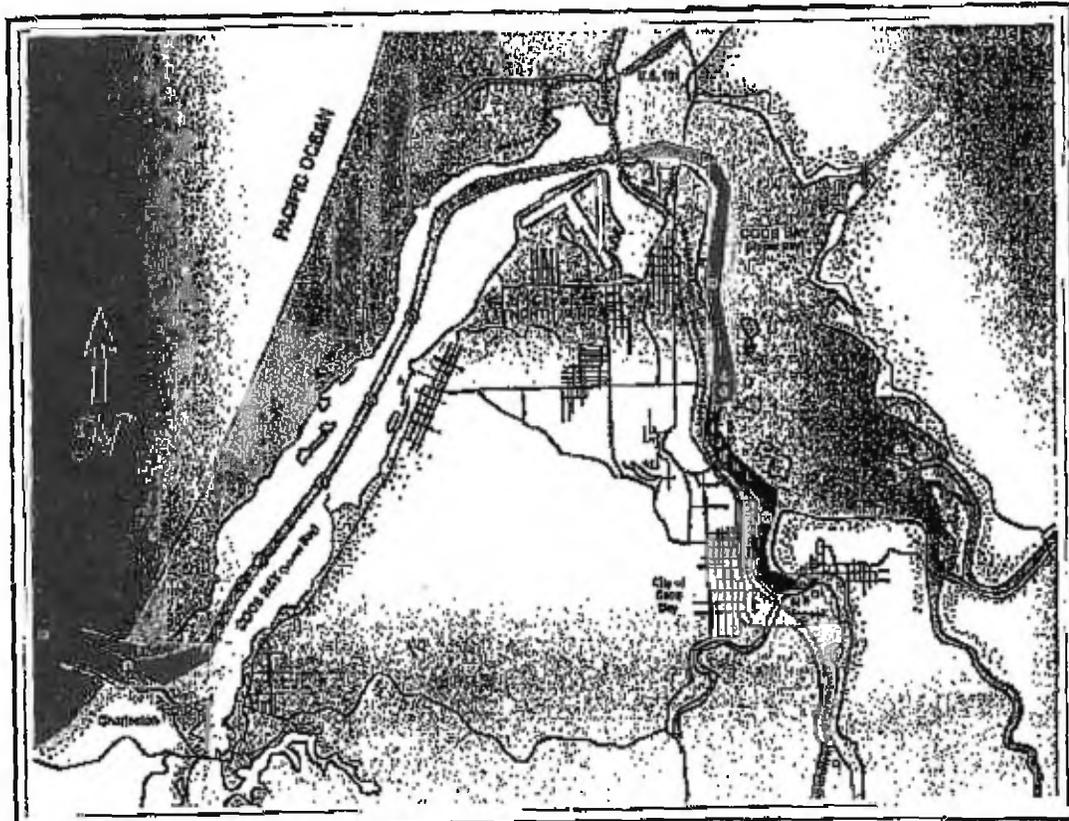
Total Project costs are estimated at \$646,000. The grant fund allocation for this Project is \$506,000. Recipient shall be responsible for any unanticipated costs over the identified grant fund allocation.

Exhibit A-1

OREGON'S SEAPORT

Port of Coos Bay

Harbor Guide and Marine Services Directory



* Channel numbers indicate channel information from entrance to bay

KEY:

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> A. Cape Arago Dock/Sause Bros. B. D.B. Western, Inc. C. North Bay Marine Industrial Park D. Southport Forest Products Barge Facility E. Roseburg Forest Products Chip Terminal F. Ocean Terminals | <ul style="list-style-type: none"> G. Tyres Oil H. Oregon Chip Terminal I. Bayshore Dock/Sause Bros. J. Port of Coos Bay Utility/Work Dock - "Citrus" Dock K. Dolphin Terminal L. U.S. Army Corps of Engineers Vessel Moorage | <ul style="list-style-type: none"> M. Peirce Terminal N. Georgia-Pacific Chip Terminal O. Coos Bay Docks P. Coastal Fiber Facility Q. Knutsen Log Yard Moorage |
|--|---|---|

Misc. Contracts and Agreements
No. 23494
Multimodal Transportation Fund Program: Grant Awards

EXHIBIT B

Agreement Number: 23494

Project Name: Southport Barge Slip-N Spit / Redevelopment Project N Bay Marine
Industrial Park

ACKNOWLEDGMENT OF STATE ASSISTANCE

The property and assets under the jurisdiction of Oregon International Port of Coos Bay, were improved with assistance from the State of Oregon, Department of Transportation under an agreement executed between Oregon International Port of Coos Bay, and the Oregon Department of Transportation (ODOT) dated _____, Such assistance was provided to Oregon International Port of Coos Bay, in reimbursement of costs associated with the Southport Barge Slip-N Spit / Redevelopment Project N Bay Marine Industrial Park. The use and disposition of said property is subject to the terms of the above noted Agreement, copies of which may be obtained from the Director of ODOT.

By: _____

Title: _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 20__

NOTARY PUBLIC FOR OREGON

My commission expires: _____



SOUTHPORT FOREST PRODUCTS, LLC
SOUTHPORT LUMBER CO., LLC

May 7, 2012

Marvin Caldera, President
ILWU Local 12
2064 Sheridan Ave
North Bend, OR 97459

Dear Marvin,

It was good to speak with your LRC last week about the pending Weyerhaeuser log shipment from the Southport barge slip. As you know, Weyerhaeuser contracts their log barge transportation with Brusco and stevedoring services in Coos Bay with Jones Stevedoring Company. Unfortunately, we were not able to come to an agreement on an acceptable manning for the shipment. Weyerhaeuser has decided not to ship this load due to the potential for problems. Instead they have decided to sell the logs locally. However disappointing this may be, we must move on.

Southport's relationship with Weyerhaeuser and other customers is very important to us. We see a potential to expand our business with them by utilizing the barge slip for the shipment of lumber and wood chips. We also purchase logs from outside the area and transport them by barge for use in our mill and we have shared barge capacity with other local mills. These opportunities make up the base of potential shipments to utilize the barge slip. We envision a facility that is both cost efficient, competitive and capable of handling a combination of potential commodities.

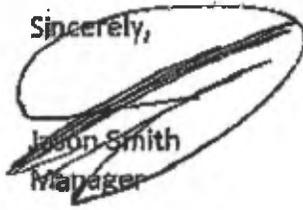
As the owner of the barge loading facility we are concerned that it may not be practical to consider these potential opportunities. We would like to pursue other business but we need to come to an understanding with your membership. We would like your consideration of the following manning scenarios:

- Wood Chip Loading – 2 Button Pushers
- Inbound and Outbound Logs – 2 Crane Operators
- Lumber Barge Loading and Unloading – 4 Forklift Operators and 2 Extra Men

As to others, we suggest working out the details through your employers when opportunities come up.

Please let me know as soon as possible if this is acceptable so that we can plan accordingly for future business.

Sincerely,

A handwritten signature in dark ink, appearing to read "Leon Smith", is written over the typed name. The signature is enclosed within a hand-drawn oval shape.

Leon Smith
Manager

EXHIBIT NO. 45 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME LCWU, Local 12
NO. OF PAGES: 3 DATE: 4.8.15 REPORTER: R. Friant

Area: OR - Internal
Work Date: 02/19/2013

PMA Allocation System
510 PNW Allocation Details

02/18/2013 11:37
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Sh
1	1	MTC OR	BARGE DT 285 02/19/2013 1	Coos GP ^{SOUTH PORT} Chip Barge		Chip	2		1	1	
No Demand	1	JONES-OR	MIMOSA AFRICANA 02/18/2013 1	Coos Rose Forest Bulk Dry		Chip	2		1		

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U-6

Area: OR - Internal
Work Date: 02/20/2013

PMA Allocation System
510 PNW Allocation Details

02/19/2013 12:37:28
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
No Demand	1	JONES-OR	MIMOSA AFRICANA 02/18/2013 1	Coos Rose Forest Bulk Dry		Chip	1	1				
No Demand	1	MTC OR	BARGE DT 285 02/19/2013 1	Coos GP Chip Barge		Chip	1	1				

EXHIBIT NO. 46 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME LWU, Local 12
NO. OF PAGES 69 DATE: 4-8-
15 REPORTER: R. Friant

P. 005/010

Area: OR - Internal
Work Date: 03/20/2013

PMA Allocation System
510 PNW Allocation Details

03/19/2013 11:41:09
Page: 3 of 6

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Re
1	1	JONES-OR	OCEAN MELODY 03/20/2013 1	Coos Ocean Term Logs		logs - xtd dock	1	3	3		
2	1	JONES-OR	ARISO 03/20/2013 1	Coos Rose Forest Bulk Dry		Chip	2	1	1		
3	1	MTC OR	DT 285 03/20/2013 1	<i>SouthPort</i> Barge		Chip	2	1	1		

FAX No.

MAR/19/2013/TUE 11:09 AM

Area: OR - Internal
Work Date: 03/22/2013

PMA Allocation System
510 PNW Allocation Details

03/21/2013 11:23:18
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill Shrt	Recap Ret
1	1	JONES-DR	OCEAN MELODY 03/22/2013 1	Coos Ocean Term Logs		logs - xd dock	2	3	3	
No Demand	1	JONES-OR	ARISO 03/20/2013 1	Coos Rose Forest Bulk Dry		Chip	1	1		
No Demand	1	MTC OR	DT 285 03/21/2013 1	Coos GP Chip Barge		Chip	1	1		

K. UU3/ UU4

Area: OR - Internal
Work Date: 04/17/2013

PMA Allocation System
510 PNW Allocation Details

04/16/2013 11:51:18
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES - OR	TIMARU STAR 04/17/2013 1	Coos Ocean Term Logs		logs - xd dock	8	2	2		
2	1	WTC OR	BRUSCO 250 04/17/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

APR/16/2013/TUE 11:12 AM

APR/21/2013/SUN 10:39 AM

FAX No.

P. 005/006

Area: OR - Internal
Work Date: 04/22/2013

PMA Allocation System
510 PNW Allocation Details

04/21/2013 10:47:01
Page: 3 of 5

Hail: 12

Priority	Sft	Company	Vessel/Priority	Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285	04/22/2013 1	Coos Southport Forest Other Bulk		Chip	2	1	1		
2	1	JONES-OR	MILBANKE II	04/22/2013 1	Coos Rose Forest Other Bulk		Chip	1	1	1		
No Demand	1	JONES-OR	TIMARU STAR	04/17/2013 1	Coos Ocean Term Logs		logs - xd rock	3	3			

P.004/007

Area: OR - Internal
Work Date: 04/23/2013

PMA Allocation System
510 PNW Allocation Details

04/22/2013 11:32:41
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	AMERICAN HIGHWAY 04/23/2013 1	Ptld T4-414/15 415 Autos	To Ptld	T108	1	2	2		
No Demand	1	JONES-OR	TIMARU STAR 04/17/2013 1	Coos Ocean Term Logs		logs - xd dock	2	3			
No Demand	1	MTC OR	BARGE DT 285 04/22/2013 1	Coos Southport Forest Other Bulk		Chip	1	1			
Rel	1	JONES-OR	MILBANKE II 04/22/2013 1	Coos Rose Forest Other Bulk		Chip					1

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APR/22/2013/MON 10:55 AM

OR - Internal
Work Date: 06/05/2013

PMA Allocation System
510 PNW Allocation Details

06/04/2013 11:35:34
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recaj	Re
1	1	MTC OR	BARGE 250-22 06/05/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1			
No Demand	1	JONES-OR	JIANGMEN TRADER 05/29/2013 1	Coos Ocean Term Logs		logs - xd dock	2		3				

Area: OR - Internal
Work Date: 06/21/2013

PMA Allocation System
510 PNW Allocation Details

06/20/2013 11:01:08
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Reca	Re
1	1	MTC OR	BARANOF 06/21/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1			
No Demand	1	JONES OR	DIAMOND HARBOUR 06/16/2013 1	Coos Ocean Term Logs		logs - xd dock	3		3				

Area: OR - Internal
Work Date: 07/01/2013

PMA Allocation System
510 PNW Allocation Details

06/30/2013 12:28:58
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Ret
1		MTC OR	BARGE DT 285 07/01/2013 1	Coos Southport Forest Barge		Chip	2	1	1		
No Demand	1	JONES-OR	WHITE CORAL 06/30/2013 1	Coos Ocean Term Logs		logs - xd dock	7	2			

Area: OR - Internal
Work Date: 07/02/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
No Demand	1	JONES-OR	WHITE CORAL 06/30/2013 1	Coos Ocean Term		logs - xd dock	6	2				
No Demand	1	MTC OR	BARGE DT 285 07/01/2013 1	Coos Southport Forest Barge		Chip	1	1				

JUL/01/2013/NOV 11:43 AM

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P. 004/008

Area: OR - Internal
Work Date: 07/18/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285 07/18/2013 1	Coos Southport Forest Bulk Dry		Chip	2	1	1		
No Demand	1	JONES-OR	LUZON STRAIT 07/12/2013 1	Coos Ocean Term Logs		logs - xd dock	2	3			
Rel	1	JONES-OR	MILBANKE II 07/17/2013 1	Coos Rose Forest Bulk Dry		Chip					1

07/17/2013/WEB 10:34 AM

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P. 003/004

Area: OR - Internal
Work Date: 07/18/2013

PMA Allocation System
510 PNW Allocation Details

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Contract

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	2	MTC OR	BARGE DT 285 07/18/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

Area: OR - Internal
Work Date: 07/19/2013

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	LUZON STRAIT 07/12/2013 1	Coos Ocean Term Logs	Fr Ptd Fr Lngv	logs - xd dock logs - xd dock logs - xd dock	1	3	1		1	1
No Demand	1	MTC OR	BARGE DT 285 07/18/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1				

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R. 003/004

Area: OR - Internal
Work Date: 08/05/2013

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	JIANGMEN TRADER 08/05/2013 1	Coos Ocean Term Logs		logs - xtd dock	5	2	2		
2	1	MTC OR	BRUSCO 250 08/05/2013 1	Coos Southport Forest Non Statistical		Chip	1	1	1		
3	1	MTC OR	BARGE DT 285 08/05/2013 1	Coos GP Chip Barge		Chip	2	1	1		

Area: OR - Internal
Work Date: 08/06/2013

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Ret
1	1	JONES-OR	BARGE OCEAN OREGON 08/06/2013 1	Coos Rose Forest Bulk Dry		Chip	1	1	1		
No Demand	1	JONES-OR	JIANGMEN TRADER 08/05/2013 1	Coos Ocean Term Logs		logs - xld dock	4	2			
No Demand	1	MTC OR	BARGE DT 285 08/05/2013 1	Coos GP Chip Barge		Chip	1	1			
(BACK)	1	MTC OR	BRUSCO 250 08/05/2013 1	Coos Southport Forest Non Statistical		Chip	1	1			1

Area: OR - Internal
Work Date: 08/15/2013

PMA Allocation System
510 PNW Allocation Details

08/14/2013 11:14:49
Page: 4 of 6

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285 08/15/2013 1	Coos GP Chip Bulk Dry		Chip	2	1	1		
2	1	MTC OR	BRUSCO 250 08/15/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		
Rel	1	JONES-OR	SOUTHERN STAR 08/12/2013 1	Coos Rose Forest Bulk Dry		Chip					1

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Area: OR - Internal
Work Date: 08/15/2013

PMA Allocation System
510 PNW Allocation Details

08/14/2013 11:16:30
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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	2	MTC OR	BRUSCO 250 08/15/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

08/14/2013 WED 11:03 AM

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Area: OR - Internal
Work Date: 08/24/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rec
1	1	MTC OR	BARANOF 08/24/2013 1	Coos Southport Forest Barge		Chip	1		1	1		F
No Demand	1	JONES-OR	BLACK FOREST 08/22/2013 1	Coos Ocean Term Logs		logs - xd dock	6	2				

Area: OR - Internal
Work Date: 08/24/2013

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Re
<u>1</u>	2	MTC OR	BARANOF 08/24/2013 1	Coos Southport Forest Barge		Chip	1		1	1		

Cancelled

Area: OR - Internal
Work Date: 09/05/2013

PMA Allocation System
610 PNW Allocation Details

09/04/2013 15:50:53
Page: 3 of 5

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE 285 09/05/2013 1	Coos Southport Forest Barge		Chip	2	1	1			

Area: OR - Internal
Work Date: 09/06/2013

PMA Allocation System
510 PNW Allocation Details

09/05/2013 11:38:07
Page: 3 of 6

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recaj	Re
No Demand	1	MTC OR	BARGE 285 09/05/2013 1	Coos Southport Forest Barge		Chip	1	1				

Area: OR - Internal
Work Date: 09/13/2013

PMA Allocation System
510 PNW Allocation Details

09/12/2013 11:55:59
Page: 3 of 4

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	R
1	1	MTC OR	BARANOFF 09/13/2013 1	Coos Southport Forest Break-Bulk		Chip	1	1	1		
No Demand	1	MTC OR	BARGE 285 09/12/2013 1	Coos GP Chip Bulk Dry		Chip	1	1			
Rel	1	JONES-OR	OCEAN OREGON 09/11/2013 1	Coos Rose Forest Bulk Dry		Chip					

Area: OR - Internal
Work Date: 09/13/2013

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510 PNW Allocation Details

09/12/2013 11:56:52
Page: 3 of 4

Half: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Re
1	2	MTC OR	BARANOFF 09/13/2013 1	Coos Southport Forest Break-Bulk		Chip	1	1	1		

Cancelled

Area: OR - Internal
Work Date: 09/22/2013

PMA Allocation System
510 PNW Allocation Details

09/21/2013 11:38:48
Page: 3 of 3

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rec
1	1	JONES-OR	SANTIAGO BASIN 09/15/2013 1	Coos Oregon Term Logs	Fr Van	logs - xd dock logs - xd dock	1	3	1		1	1
2	1	MTC OR	BARANOFF 09/22/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		

Area: OR - Internal
Work Date: 09/22/2013

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt
1	2	MTC OR	BARANOFF 09/22/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1	

Cancelled

Area: GR - Internal
Work Date: 10/03/2013

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P. 005/009

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Priority	Sft	Company	Vessel/Priority Date	Barth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	MILKY WAY II 10/02/2013 2	Coos Rose Forest Other Bulk		Chip	2	1	1		
2	1	MTC OR	BARGE DT 285 10/03/2013 1	Coos Southport Forest Bulk Dry		Chip	2	1	1		
No Demand	1	JONES-OR	JJANGMEN TRADER 09/28/2013 1	Coos Ocean Term Logs		logs - xd clock	4	3			

FAX No.

OCT/02/2013/WED 11:01 AM

Area: OR - Internal
Work Date: 10/04/2013

PMA Allocation System
510 PNW Allocation Details

10/03/2013 11:12:50
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P. 005

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
No Demand	1	JONES-OR	JIANGMEN TRADER 09/28/2013 1	Coos Ocean Term Logs		logs - xd dock	3	3			
No Demand	1	MTC OR	BARGE DT 285 10/03/2013 1	Coos Southport Forest Bulk Dry		Chip	3	1			
Rel	1	JONES-OR	MILKY WAY II 10/02/2013 2	Coos Rose Forest Other Bulk		Chip					1

FAX No.

OCT/03/2013/THU 11:07 AM

Area: OR - Internal
Work Date: 10/15/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rec
1	1	JONES-OR	DAIO DISCOVERY 10/15/2013 1	Coos Oregon Term Other Bulk		Chip	3		1	1		I
2	1	MTC OR	BARANOFF 10/15/2013 1	Coos Southport Forest Barge		Chip	1		1	1		
No Demand	1	JONES-OR	MAIPO RIVER 10/14/2013 1	Coos Ocean Term Logs		logs - xtl dock	7	2				

P. 005/010

FAX No.

OCT/14/2013/MON 11:26 AM

P. 006/010

Area: OR - Internal
Work Date: 10/15/2013

PMA Allocation System
510 PNW Allocation Details

10/14/2013 11:21:03
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Ret
1	2	JONES-OR	DAIO DISCOVERY 10/15/2013 1	Coos Oregon Term Other Bulk		Chip	3	1	1		
2	2	MTC OR	BARANOFF 10/15/2013 1	Coos Southport Forest Barge		Chip	1	1	1		

PAX No.

OCT/14/2013/MON 11:26 AM

P. 006/012

Area: CR - Internal
Work Date: 10/16/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	VF 250 10/16/2013 1	Coos Southport Forest Barge		Chip	1	1	1		
No Demand	1	JONES-OR	DAIO DISCOVERY 10/15/2013 1	Coos Oregon Term Other Bulk		Chip	2	1			
No Demand	1	JONES-OR	MAIPO RIVER 10/14/2013 1	Coos Ocean Term Logs		logs - xt dock	6	2			
Rel	1	MTC OR	BARANOFF 10/15/2013 1	Coos Southport Forest Barge		Chip					1

FAX No.

OCT/15/2013/TUE 11:54 AM

- Internal
Date: 10/25/2013

PMA Allocation System
510 PNW Allocation Details

10/24/2013 10:40:11
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE DT 250 10/25/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

OCT/24/2013/THU 11:09 AM

- Internal
Date: 10/25/2013

PMA Allocation System
510 PNW Allocation Details

10/24/2013 10:54:52
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Cancelled

Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap	Rel
1	2	MTC OR	BARGE DT 260 10/25/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1			
2	2	JONES-OR	OCEAN OREGON 10/25/2013 2	Coos Rose Forest Bulk Dry		Chip	1		1	1			

FAX No.

OCT/24/2013/THU 11:09 AM

Area: OR - Internal
Work Date: 10/30/2013

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510 PNW Allocation Details

10/29/2013 09:59:50
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	JAMAICA BAY 10/30/2013 1	Coos Ocean Term Logs		logs - xfd dock	9	2	2		
2	1	MTC-OR	BARGE DT 285 10/30/2013 1	Coos Southport Forest Bulk Dry		Chip	2	1	1		

*Order
Amor.*

Area: OR - Internal
Work Date: 10/31/2013

PMA Allocation System
510 PNW Allocation Details

10/30/2013 12:42:33
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Reca
No Demand	1	JONES-OR	JAMAICA BAY 10/30/2013 1	Coos Ocean Term Logs		logs - xd dock	8	2			
No Demand	1	MTC OR	BARGE DT 285 10/30/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1			

OR - Internal
Work Date: 11/14/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recal	Re
1	1	MTC OR	BARGE DT 250 11/14/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

NOV/13/2013/WED 12:06 PM

OR - Internal
Work Date: 11/14/2013

PMA Allocation System
510 PNW Allocation Details

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Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recd	R
1	2	MTC OR	BARGE DT 250 11/14/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

Cancelled

FAX No.

NOV/13/2013/WED 12:06 PM

Area: OR - Internal
Work Date: 11/29/2013

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510 PNW Allocation Details

11/27/2013 12:29:58
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Priority	Sft	Company	Vessel/Priority	Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rel	Recap
1	1	JONES OR	BARGE DT 250	11/29/2013 1	Cons Bay Dock	NO	None	1		1	1			

Chip Baranoff

BARGE

SOUTHPORT

Area: DR - Internal
Work Date: 11/29/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	2	JONES-OR	BARGE DT 250 11/29/2013 1	Coos Bay Dock Barge		Chip	1	1	1		

Area: OR - Internal
Work Date: 12/03/2013

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Re
1	1	MTC OR	BARGE DT 250 12/03/2013 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		
No Demand	1	JONES-OR	SOUTHERN STAR 12/02/2013 1	Coos Rose Forest Other Bulk		Chip	1	1				

FAX No.

DEC/02/2013/MON 01:04 PM

Area: OR - Internal
Work Date: 12/03/2013

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec: R
1	2	MTC OR	BARGE DT 250 12/03/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		
Rel	2	JONES-OR	SOUTHERN STAR 12/02/2013 1	Coos Rose Forest Other Bulk		Chip					

FAX No.

DEC/02/2013/MON 01:04 PM

Area: OR - Internal
Work Date: 12/29/2013

PMA Allocation System
510 PNW Allocation Details

12/28/2013 11:10:16
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARANOF 12/29/2013 1	Coos Southport Forest Barge		Chip	1	1	1		
Rel	1	MTC OR	BARGE DT 250 12/28/2013 1	Coos GP Chip Barge		Chip					1

Area: OR - Internal
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Reca
1	1	MTC OR	BARGE DT 250 12/28/2013 1	SOUTH PORT Barge		Chip	1		1	1		R

Area: OR - Internal
Work Date: 12/28/2013

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	2	MTC OR	BARGE DT 250 12/28/2013 1	SOUTH PORT Barge (CANCELED!)		Chip	1	1	1			

Area: OR - Internal
Work Date: 12/29/2013

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec
1	2	MTC OR	BARANOF 12/29/2013 1	Coos Rose Forest Barge	COAST GUARD!	Chip	1	1	1		F
2	2	JONES - OR	DYNAGREEN 12/29/2013 2	Coos Rose Forest Bulk Dry		Chip	2	1	1		
3	3	JONES - OR	DYNAGREEN 12/29/2013 2	Coos Rose Forest Bulk Dry		Chip	2	1	1		

Internal
Date: 12/19/2013

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510 PMW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 250 12/19/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		
No Demand	1	JONES-OR	BUNUN ACE 12/11/2013 1	Coos Ocean Term Logs		logs - xd dock	1	3			

FAX No.

DEC/18/2013/WED 12:21 PM

Internal
Print Date: 12/19/2013

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	2	MTC OR	BARGE DT 250 12/19/2013 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

DEC/18/2013/WED 12:21 PM

Area: OR - Internal
Work Date: 01/08/2014

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Re
1	1	MTC OR	BARGE DT 250 01/08/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

JAN/07/2014/TUE 12:06 PM

Area: OR - Internal
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510 PNW Allocation Details

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NO. 6897 P. 3

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec
1	1	MTC OR	BARGE DT 250 01/20/2014 1	Coos Southport Forest Barge		Chip	1	1	1		
No Demand	1	JONES-OR	JULES POINT 01/15/2014 1	Coos Ocean Term Lumber		logs - xd dock	3	3			

PACIFIC MARITIME ASSOCIATION

JAN. 19. 2014 11:58AM

OR - Internal
Work Date: 01/28/2014

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 250 01/28/2014 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		
No Demand	1	JONES-OR	SEA ODYSSEY 01/27/2014 1	Coos Rose Forest Bulk Dry		Chip	2	1				

Job: OR - Internal
Work Date: 01/28/2014

PMA Allocation System
510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1 2	MTC OR	BARGE DT 250 01/28/2014 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		
No Demand	2	JONES -OR	SEA ODYSSEY 01/27/2014 1	Coos Rose Forest Bulk Dry		Chip	2	1				

Area: OR - Internal
Work Date: 02/06/2014

PMA Allocation System
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Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Reca ^g Re
1	1	MTC OR	BARANOF 02/06/2014 1	Coos Southport Forest Barge		Chip	1	1	1		
No Demand	1	JONES-OR	SENDAI SPIRIT 02/04/2014 2	Coos Rose Forest Bulk Dry		Chip	1	1			

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FAX No.

FEB/05/2014/WED 12:31 PM

Area: OR - Internal
Work Date: 02/06/2014

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill Shrt	Recap Rel
1	2	MTC OR	BARANOF 02/06/2014 1	Coos Southport Forest Barge		Chip	1	1	1	
No Demand	2	JONES-OR	SENDAI SPIRIT 02/04/2014 2	Coos Rose Forest Bulk Dry		Chip	1	1		

FAX No.

FEB/05/2014/WED 12:31 PM

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OR - Internal
Work Date: 02/11/2014

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	R
1		MTC OR	BARGE DT 250 02/11/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

TUES

FEB/10/2014/MON 01:08 PM

Internal
Date: 03/01/2014

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	R
1	1	MTC OR	BARGE DT 285 03/01/2014 1	Coos Southport Forest Barge		Chip	1	1	1		
Rel	1	JONES-OR	MILBANKE II 02/27/2014 1	Coos Southport Forest Bulk Dry		Chip					

FAX No.

FEB/28/2014/FRI 12:01 PM

Internal
Date: 03/05/2014

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03/04/2014 11:22:30
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recd
1	1	MTC OR	BARGE DT 250 03/05/2014 1	Coos Southport Forest Barge		Chip	1	1	1		R

FAX No.

MAR/04/2014/TUE 12:12 PM

Area: OR - Internal
Work Date: 03/19/2014

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 285 03/19/2014 1	Coos Southport Forest Barge		Chip	2		1	1		
2	1	JONES-OR	OCEAN OREGON 03/19/2014 1	Coos Rose Forest Bulk Dry		Chip	1		1	1		
No Demand	1	JONES-OR	BUNUN ACE 03/16/2014 1	Coos Ocean Term Logs	Fr New	logs - xd dock logs - xd dock	5	2				

FAX No.

MAR/18/2014/TUE 11:26 AM

Hall: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Rec
1	1	MTC OR	BARGE DT 285 04/08/2014 1	Coos Southport Forest Bulk Dry		Chip	2		1	1		
No Demand	1	JONES-OR	JAMAICA BAY 04/07/2014 1	Coos Oregon Term Logs		logs - xd dock	5	2				
No Demand	1	JONES-OR	SENDAJ SPIRIT 04/06/2014 2	Coos Rose Forest Bulk Dry		Chip	1	1				

Internal
Date: 04/18/2014

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Reca R
1	1	MTC OR	BARGE DT 250 04/18/2014 1	Coos Southport Forest Barge		Chip	1	1	1		

FAX No.

APR/17/2014/THU 11:42 AM

Internal
Date: 04/18/2014

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec: R
1	2	MTC DR	BARGE DT 250 04/18/2014 1	Coos Southport Forest Barge		Chip	1	1	1		

FAX No.

APR/17/2014/THU 11:42 AM

Internal
Date: 04/29/2014

PMA Allocation System
510 PNW Allocation Details

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Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE DT 250 04/29/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1			

FAX No.

APR/28/2014/MON 11:17 AM

Internal

Date: 04/29/2014

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Ref
1	2	MTC OR	BARGE DT 250 04/29/2014 T	Coos Southport Forest Bulk Dry		Chip	1	1	1		

FAX No.

APR/28/2014/MON 11:17 AM

Area: OR - Internal
Work Date: 05/30/2014

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Recap Rel
1	1	MTC OR	BARGE DT 250 05/30/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1	1		

Area: OR - Internal
Work Date: 05/30/2014

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rec: R
1	2	MTC OR	BARGE DT 250 05/30/2014 1	Coos Southport Forest Bulk Dry		Chlp	1	1	1		

Area: OR - Internal
Work Date: 06/19/2014

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510 PNW Allocation Details

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days	Bck	Req	Fill	Shrt	Recap Rel
1	1	JONES-OR	BARGE OCEAN OREGON 06/19/2014 1	Coos Rose Forest Bulk Dry		Chip	1		1	1		
2	1	MTC OR	BARGE SITKA 06/19/2014 1	Coos Southport Forest Bulk Dry		Chip	1		1	1		

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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill Shrt	Recap Rel
1	1	JONES-OR	BARGE OCEAN OREGON 07/02/2014 1	Coos Rose Forest Bulk Dry		Chip	1	1	1	
2	1	MTC OR	BARGE DT 250 07/02/2014 1	Coos Southport Forest Bulk Dry		Chip	2	1	1	
No Demand	1	JONES-OR	TAID RAINBOW/ 06/28/2014 2	Coos Oregon Term Other Bulk		Chip	1	1		

FAX No.

JUL/01/2014/TUE 11:42 AM

Preliminary
Date: 08/19/2014

PMA Allocation System
510 PNW Allocation Details

P: 00

Halt: 12

Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Rel	Recap
1	1	MTC OR	BARGE DT 285 08/19/2014 1	Coos Southport Forest Bulk Dry		Chip	2	1	1			

FAX No.

AUG/18/2014/MON 11:48 AM

- Internal
Date: 08/20/2014

PMA Allocation System
510 PNW Allocation Details

08/19/2014 11:32:30
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Priority	Sft	Company	Vessel/Priority Date	Berth/Commodity	Travel/Start	Unit/Job	Days Bck	Req	Fill	Shrt	Re
1	1	JONES-OR	OCEANUS LEADER 08/20/2014 1	Van B-10 B10 Autos	To Van	T108 2			1	1	
No Demand	1	MTC OR	BARGE DT 285 08/19/2014 1	Coos Southport Forest Bulk Dry		Chip	1	1			

FAX No.

AUG/19/2014/TUE 11:41 AM



MERRILL & RING FOREST PRODUCTS

2157 N. Northlake Way, Suite 230 • Seattle, Washington 98103
Office 425.778.7900 • Fax 206.257.5745 • www.merrillring.com

October 29, 2014

ILWU Local 12
Attn: Daniel Lessard, President
2064 Sheridan Avenue
North Bend, OR 97459

To Whom It May Concern:

I write this letter to encourage Local 12 to work with Merrill & Ring to establish a log export business at the Merrill & Ring Export Dock that supports long term viability for both our benefits. M&R's recent dock investment was aimed at establishing a safer and more efficient facility than what was in place, and ultimately a competitive alternative to existing West Coast ports serving similar Asian markets.

We have asked Jones, as M&R's representative, to present a manning structure reflective of existing operations elsewhere along the coast. We understand that the change from a truck transfer to a bunk-to-bunk delivery system will eliminate some jobs as they have existed for many years. While this is never a welcome change, please know that our goal is not about eliminating jobs, but ensuring that we are able to provide employment tomorrow.

The proposal for manning that we have asked Jones to present is one stacker operator per machine, with one relief operator. This is more manning than currently exists at Weyerhaeuser Longview and is what currently exists at the Port of Astoria. We feel that this is an appropriate level of manning given the layout of the new facility.

We have had a few good years in the log export business. We now face some real adversity as our marketplace shrinks and the local raw material goes to the local sawmills at much higher values. To operate a business that will survive the current adversities we must have a structure that is competitive in the marketplace but also consistent with standard ILWU manning.

As I have said in the past, M&R has enjoyed a very good working relationship with Local 12 and we appreciate all the hard work that has been done on our behalf. We hope to survive through this current downturn and that we can work together for many years to come.

Sincerely,

Dave Stroble, President
Merrill & Ring Forest Products

Cc: Jones Stevedoring

Union # 7

EXHIBIT NO. U7 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: 1LW4, Loc and 12
NO. OF PAGES. 2 DATE: 4.8.15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION LOCAL 12

2084 SHERIDAN AVENUE

NORTH BEND, OREGON 97459



PHONE: 756-4188
756-4189
FAX: 756-3851



PRESIDENT
SEC.-TREAS.

February 17, 1999

MEMORANDUM OF UNDERSTANDING

As per our joint discussion today, between ILWU, Local 12 and representatives of the Roseburg Forest Products, Inc., ILWU, Local 12 agrees to the following work conditions for the loading of chip barges at Roseburg Forest Products, Inc.'s North Bend, Oregon facility:

1. Chip barges shall be loaded from the barge itself.
1. 2. ILWU, Local 12 will provide two (2) button pushers for the chip barge loading operation. The Union's direct employers may hire additional men as needed.
2. The Union agrees to flexible starting times. Additionally, the Union agrees to work shifts of ten hours maximum duration, on *The finishing shift Georgia Pacific West Inc.*
3. Roseburg Forest Products, Inc. may request a continuous operation. Whether or not a barge loading operation will be continuous is at the sole discretion of the employer.
4. If a continuous operation is utilized, button pushers, or any other workers hired by the employer, will receive one (1) additional hour of pay. - *i.e., Time worked plus one additional hour.*
5. ILWU, Local 12 agrees that manning on intercoastal barges will reflect the 1978 "Coastwise Barge Trade Supplement".
6. Roseburg Forest Products, Inc. agrees that when a work shift overlaps two shifts that the rate of pay received shall be: day shift rate (between 8:00 a.m. and 5:00 p.m.), swing shift rate (between 5:00 p.m. and 3:00 a.m.) and third shift (panic) hours rate (between 3:00 a.m. and 8:00 a.m.).

EXHIBIT NO. 48 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LWU, Local 12
NO. OF PAGES: 3 DATE: 4.9.15 REPORTER: R. Friant

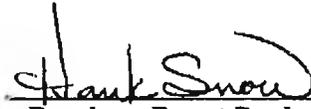
- 2 8. Roseburg Forest Products, Inc. agrees to utilize, in its chip barge loading operation, a Pacific Maritime Association member stevedoring company as the direct employer of the ILWU, Local 12 work force.
- 9 9. Roseburg Forest Products, Inc. agrees that barge orders shall be placed according to Oregon Area Pacific Maritime Association allocation rules (i.e. same system as currently utilized by Roseburg Forest Products, Inc. when ordering manpower for chip ships). The Local 12 Labor Relations Committee agrees to work, to the best of its ability, with Roseburg Forest Products, Inc. in emergency situations to improve flexibility.

Signed this 19th day of February, 1999.

Wally Robbins


President, ILWU, Local 12

Hank Snow

 2-19-99
Roseburg Forest Products Inc.

Douglas Getchell


Chairman, Labor Relations Committee



OCEAN TERMINALS CO.

P.O. Box 748 • North Bend, Oregon 97459 • (503) 758-9187
Telcopy (FAX) (503) 756-2941 • Telex (TWX) 910-250 2276
1-800-327-5187

December 22, 1999

ILWU, Local 12
Attn: Executive Board
2064 Sheridan Ave
North Bend, OR 97459

Ladies & Gentlemen

Pursuant to our understanding from the meeting on December 16, 1999, our company would like to propose the following as a means to resolve the ongoing conflict that exists regarding work opportunity at our facility:

Ocean Terminals will monitor inbound log barge volumes and provide an opportunity for additional longshore labor to be introduced into the operation when the volume reaches 50 MMBF Scribner annually. The longshore workforce will participate in the operation of one machine used in the removal of bundled logs from the water. We will endeavor to communicate with the local regarding volumes and range to target.

Sincerely,



Jim Lyons

JAL:ds

**LCR COPY
Do not remove**

EXHIBIT NO. 49 RECEIVED REJECTED
14-CD-
CASE NO. 14#202 CASE NAME: 1LWU, Local 12
NO. OF PAGES 2 DATE: 4.9.
15 REPORTER: R. Friant

Pacific Maritime Association

16 CALIFORNIA STREET
DOUGLAS 2-7973
SAN FRANCISCO, CALIF. 94111

January 8, 1965

Mr. Harry Bridges, Chairman
Coast Labor Relations Committee T-104/CSC 274 CR
150 Golden Gate Avenue
San Francisco, California

Re: New Method of Operation
Loading Bulk Wood Chips -
Coos Bay, Oregon

Gentlemen:

The following is being submitted under Paragraph 10.4 of the current Pacific Coast Longshore Agreement.

A new method of operation for the loading of bulk wood chips will be introduced at the United States Plywood Corporation's installation at Coos Bay, Oregon. It is anticipated that the first vessel will load on or about February 10, 1965.

The wood chips will be loaded into the hold of the vessel by means of a pneumatic pipe line equipped with an extensible verticle section and rotating deflector for trimming. The operation will be controlled by a skilled man stationed on the weather deck of the vessel. The operation does not require the use of men in the hold, and vessels will arrive with hatches open and ready to receive cargo.

The manning for this operation will be one skilled man.

EXHIBIT NO. 410 RECEIVED REJECTED
19-CD-

CASE NO. 144202 CASE NAME: LWU, Local 12

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Mr. Harry Bridges
T-104/CSC 274 CR

- 2 -

January 8, 1965

Because the operation is new and the machinery not yet in use, it is suggested that the skilled rate be determined under Paragraph 6.35 of the Pacific Coast Longshore Agreement as soon as it is practical to do so.

Since there is a requirement for a trained and competent man for this operation, the Employer will furnish training to a sufficient number of capable men who are to be made available as required by the Employer, the Independent Stevedore Company.

Very truly yours,

J. J. O'Shea

JJO:vld

cc: Coast Steering Committee
B. H. Goodenough
Area Managers
C. J. Bourke

The above refers to Independent Stevedore Company request of 12/15/64

*See CLRC #
how shall rates.*

MINUTES OF MEETING OF THE
COAST LABOR RELATIONS COMMITTEE

Meeting No. 3

Time: March 22, 1965 - 10:00 a.m.

Place: 150 Golden Gate, San Francisco

Present: For the Union

For the Employers

Messrs. Bridges
Ward

Messrs. Goodenough
Robertson
O'Shea

T-104 CSC-274; New Method of Operation; Loading Bulk
Wood Chips, Coos Bay, Oregon

The CLRC in accordance with Employers' letter of January 8 on the above subject directed that a subcommittee of CLRC determine the skill rate to be applicable for the skilled man employed for this operation.

It is agreed that the skill differential applicable is that of a winch driver.

Meeting adjourned at 10:30 a.m.

Signed: March 23

Signed: March 23, 1965

For the Union

For the Employers

Harry L. Bridges
W. J. Ward

A. Robertson

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

This Agreement covering the Coastwise Barge Trade is a supplement to the Pacific Coast Longshore Agreement between the parties hereto, namely, Pacific Maritime Association (PMA) and International Longshoremen's and Warehousemen's Union (ILWU).

1. Jurisdiction. Jurisdiction of the ILWU over longshore work as defined in the Pacific Coast Longshore Contract Document shall include jurisdiction over longshore work in the Coastwise Barge Trade. The Coastwise Barge Trade is defined as the operation of barges between the ports of California, Oregon and Washington and between these ports and British Columbia and Alaska; provided that such definition does not include barges operating between Seattle and Puget Sound ports and Alaska.

2. Manning. Present Manning for existing Coastwise Barge Operations, including T-letter and M-letter manning, shall continue for such operations. Manning changes, including manning for changed operations and for new methods of operations, shall be governed by Section 10 of the Pacific Coast Longshore Agreement.

3. Tidewater Ports. Tidewater ports that have a working arrangement which depends on conditions of the tide rather than the hours of the day should define such practices by a local work rule or rules, and until they are placed in writing such past practices shall continue.

4. Wages. Effective on the payroll week beginning September 23, 1978, the hourly wage/skill differentials, other than those set forth in the POLCD, shall be:

Working Foreman ⁽¹⁾	\$.75
Lift Driver/Utility ⁽²⁾	\$.75

(1) Working Foreman is a working longshoreman who also acts as Foreman.

(2) Lift Driver/Utility performs, in addition to lift-driver functions, lashing and other work as directed.

Dated: September 15, 1978 (Signed: August 8, 1979)

PACIFIC MARITIME ASSOCIATION
on behalf of its members:

INTERNATIONAL LONGSHOREMEN'S
AND WAREHOUSEMEN'S UNION, on
behalf of itself and all longshore
and clerk locals in California,
Oregon and Washington:

/s/ R. R. Holtgrave

/s/ Rudy Rubio

/s/ Richard C. Wise

EXHIBIT NO. U11 RECEIVED REJECTED
19-CD-

CASE NO. 144202 CASE NAME: LCWU, Local 12

NO. OF PAGES. 2 DATE: 9-9-15 REPORTER: R. Friant



**SOUTHPORT FOREST PRODUCTS, LLC
SOUTHPORT LUMBER CO., LLC**

July 16, 2012

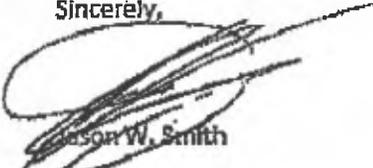
Mr. Marvin Caldera
President
International Longshoremen's and
Warehousemen's Union Local 12
2064 Sheridan Ave
North Bend, OR 97459

RE: Southport Lumber Co.

Dear Mr. Caldera:

We would like to inform you that, at this time, Southport Lumber Co. has disengaged in attempting to utilize the barge loading facility at our North Spit sawmill for any marine cargo handling operations. Southport has entered into an agreement with PMA member Ports America, to work directly with the Local 12. We encourage the Local to communicate directly with Ports America regarding issues related to the operation. We are optimistic that this arrangement will create a mutually beneficial working arrangement for increased marine cargo activities in Coos Bay.

Sincerely,


Jason W. Smith


Jim Lyons

412 RECEIVED REJECTED

19-CD-

CASE NO. 144202 CASE NAME: ILWU, Local 12

NO. OF PAGES: 2 DATE: 4.9.15 REPORTER: R. Friant

 Southport Forest Products, LLC
Southport Lumber Co., LLC

April 16, 2013

Mr. Melvin Pulliam
Ports America
3035 NW Harborside Drive
Vancouver, WA 98660

Dear Mr. Melvin:

This letter is to inform you that Southport Lumber Company has engaged the services of Brasco Tug & Barge to provide transportation services for our wood chips from our facility on the Alsea Spit in Coos Bay to our customer, Longview Fibre, on the Colville River. The barge is scheduled to load on or about April 17, 2013.

Under our direction, Brasco may engage the services of Ports America who will provide two Longshore laborers to run the spout on the chip loading conveyor to trim the barge out. All other duties associated with loading this cargo will be handled by either Southport or Brasco employees.

Regards,


John Smith

EXHIBIT NO. 413 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LLWU, Local 12
NO. OF PAGES 2 DATE: 4-9-
15 REPORTER: R. Friant

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S
UNION LOCAL 12

2064 SHERIDAN AVENUE

NORTH BEND, OREGON 97459



PHONE: 756-4188
756-4189
FAX: 756-3851

PRESIDENT
SEC.-TREAS.

DRAFT

January 18, 2000

Tentative Agreement with Ocean Terminals & ILWU Local 12

All transship/ rail cargo will remain Longshore work. Manning will be: One operator, and one lasher, plus extra men as needed.

Concerning the movement of logs in and out of the water at Ocean Terminals –

1. Local 12 will provide Longshoremen to run all log broncs, and will transfer all logs to and from the water to a final place of rest, as designated by the employer while the barge is loading, or unloading logs, and will finish that shift when the barge is completed.
2. When volumes at Ocean Terminals reach 50% of the total scribner of the port in log barge cargo, then all transfer of water cargo will be done by Local 12 Longshoremen.
3. In the case that logs are to be moved from a dock or pier, Local 12 Longshoremen will provide machine operators to supply or remove that cargo to and from a predesignated spot on the apron.

[Handwritten signature]

1/18/00

[Handwritten signatures]
W. E. Moore
The Shultz
John [unclear]

REPORT NO. 414 RECEIVED REJECTED
19-CD-
144202 CASE NAME: ILWU, Local 12
NO. OF PAGES. 2 DATE: 4-9-
15 REPORTER: R Friant



OCEAN TERMINALS CO.

P.O. Box 748 • North Bend, Oregon 97459
Phone (541) 756-5187 • Fax (541) 756-2941

July 19, 2012

Jones Stevedoring Co.
P.O. Box 450
401 California St.
North Bend, OR 97459

Dear Ingvar:

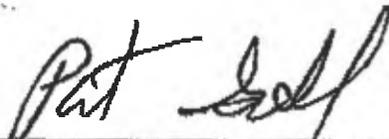
At the appropriate time following completion of our dock expansion project, we would like to modify the operation to increase capacity and improve vessel loading. Ocean Terminals, along with your participation, anticipates having the same log vessel operation as is currently being utilized at Weyerhaeuser Co. in Longview, Washington.

If you have any questions regarding this matter, please let us know.

Sincerely,



Jim Lyons
Vice President



Pat Goll
Operation Manager

Copy

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EXHIBIT NO. 415 RECEIVED REJECTED
19-CD-
CASE NO. 144202 CASE NAME: LWU, Local 12
NO. OF PAGES 2 DATE: 4-9-15 REPORTER: RFriant