

AGREEMENT
AMERICAN MARITIME OFFICERS
DISTRICT 2 MEBA
Affiliated with
MARITIME TRADES DEPARTMENT
AFL-CIO
BY AND BETWEEN
CROWLEY AMERICAN TRANSPORT, INC.

CLSI/AMO
MARAD DTMA-91-97-R-0002
2000 SUPPLEMENT
RRF FLEET



INDEX:

PAGE #

ARTICLE I -

Section	1	Recognition.....	2
Section	2	Agreement	2
Section	3	Benefits.....	3
Section	4	Membership.....	5
Section	5	No Discrimination.....	6
Section	6	Separability.....	6
Section	7	Shipping Rules.....	7
Section	8	Shipping Articles.....	7
Section	9	Passes.....	7

ARTICLE II -

Section	1	Grievance Committee and Arbitration.....	8
Section	2	No Strikes or Lockouts.....	8
Section	3	Arbitrator.....	10

ARTICLE III -

Section	1	Manning.....	10
Section	2	Economic Matters.....	10
Section	3	Employment.....	10
Section	4	Duration Of Assignment & Transportation..	11
Section	5	Hours Of Labor.....	13
Section	6	Overtime.....	13
Section	7	Unattended Engine Room.....	16
Section	8	Holidays.....	16



This document is not the results of negotiations and is only meant to codify the several agreements achieved throughout the years. There is absolutely no intent to change any previously agreed to provision or intent.



A G R E E M E N T

Agreement entered into by and between CROWLEY AMERICAN TRANSPORT, INC. (hereinafter referred to as "COMPANY") and AMERICAN MARITIME OFFICERS - DISTRICT 2 MEBA, Affiliated with Maritime Trades Department, AFL-CIO, (hereinafter referred to as "UNION"), their successors or assigns.



ARTICLE I

SECTION 1: Recognition

The COMPANY recognizes the UNION as the sole and exclusive collective bargaining representative for all licensed Deck (including the Master) and Engine (including the Chief Engineer) Officers (Collectively Officers) employed aboard ocean going U.S. Flag vessel(s) owned and/or operated by the COMPANY.

SECTION 2: Agreement

The Agreement and all Supplements, Addenda and Amendments shall be binding upon the Parties hereto, their successors, administrators, executors, and assigns. The COMPANY agrees that its vessel(s) operation covered by this Agreement, either in their entirety or in severable parts, shall not be sold, conveyed, or otherwise transferred or assigned to another entity unless the entity assumes the Company's obligations under this Agreement.

It is agreed that all rights and obligations set forth in the Agreement run only between the parties to this Agreement and cannot be transferred, delegated, or otherwise assigned to any other without first securing the prior, written consent of the remaining party, which consent can be withheld for any or no reason. In the event of any purported transfer, delegation, or other assignment of this Agreement or any rights or obligations entailed therein that might arise by arbitral or court order, by



operation of law, or otherwise, this Agreement shall thereby terminate without any further action by either party.

SECTION 3: Benefits & Contributions

- (A) 1. The COMPANY agrees to become and/or remain party to the various American Maritime Officers (AMO) Plans, Committees and other entities and make contributions thereto as provided for in the confidential "Contribution Letter" which is made part of this Agreement.

The COMPANY shall become and remain party to the American Maritime Officers Medical Plan and make contributions thereto on behalf of Officers who are currently employed and who are eligible for benefits under the Rules and Regulations of the Plan. This applies to Officers who gain employment in the future and are so eligible. This is to insure that Officers who are eligible for such benefits do not lose same by virtue of employment with the COMPANY.

2. The COMPANY shall contribute the sum of three (3%) percent of base wages on behalf of each Officer into the American Maritime Officers Money Purchase Benefit (MPB).



3. The COMPANY further agrees to execute all appropriate, hitherto not executed, Agreements and Declarations of Trust within thirty (30) days of the execution of this Agreement.
 4. The Parties Agree that such Agreements and Declarations of Trust shall continue in effect for a period of one (1) year beyond the expiration of this Agreement.
- (B)
1. There shall not be any duplication of contributions to the various American Maritime Officers (AMO) Plans, Committees or Services. Wages shall commence on the day that an Officer actually "turns to" aboard the vessel(s). Where an Officer is being replaced for any reason and is required to work on the same day that his replacement "turns to" for work, both Officers shall be paid for that day; provided, however, the COMPANY shall not be required to make duplicate contributions for that one (1) day. Such contributions shall be made for all such days in excess of one (1) day where the relieving and relieved Officers work.
 2. When processing a vacation benefit application, the Vacation Plan shall deduct one day of covered employment before calculating the benefit payable. Such deduction shall be per non-continuous pay periods.



- (C) The Parties agree that the American Maritime Officers Vacation Plan shall be the recipient Plan for contributions to the Vacation Plan, S&E, JEC, AMOS and TI. The Vacation Plan shall retain for the Plan sufficient funds to provide for the vacation benefit itself and to pay taxes and administrative costs and allocate the balance to the other entities in accordance with Trustees approval. The Parties authorize the Chairman and Secretary of same to adjust any and all contributions and to transfer funds from one Plan(s) or entity(ies) to another, provided that the Plans where the rates are decreased are not adversely affected and that the action of the Chairman and Secretary does not increase the total amount contributed by the COMPANY.
- (D) Wage levels used for the purpose of calculating pension benefits shall be the actual base wages earned but not to exceed base wages in effect as of January 1, 1991 or the base wages in effect at the time of retirement, whichever, is earlier.

SECTION 4: Membership

- (A) All Officers who are presently or become members in good standing of the UNION, shall be required to remain in good standing during the term of the Agreement as a condition of continued employment, provided however, that the COMPANY has no obligation to take action under this Section until first notified by the Union that any of its Officers has lost his



good standing and that such Officer has been afforded an opportunity to regain his good standing.

(B) All Officers who are not members in good standing at the commencement of their employment, must become and remain in good standing of the UNION on the thirty-first (31st) day of employment.

SECTION 5: No Discrimination

The COMPANY agrees not to discriminate against any Officer for legitimate UNION activities, and further the COMPANY and UNION agree that no Officer referred in accordance with this Article or employed by the COMPANY shall be discriminated against because of race, religion, color, sex, national origin, handicap, age and status as a disabled or Vietnam-era veteran.

Whenever and wherever the male gender is used herein it shall include the feminine gender.

SECTION 6: Separability

The provisions hereof, are subject to Federal and State Law and if any provision is in conflict thereof, such provision shall be deemed severed from this Agreement and the remainder shall continue in full force and effect.



SECTION 7: Shipping Rules

Shipping Rules promulgated by the UNION which are not inconsistent with the terms of this Agreement shall be deemed part of and incorporated into this Agreement.

SECTION 8: Shipping Articles

The Parties agree that the provisions of this Agreement shall be, and be deemed to be, incorporated in and part of the Shipping Articles covering voyages of vessels covered by this Agreement and further agree that appropriate notation thereof be made on the Shipping Articles. No Articles shall be for a duration in excess of twelve (12) months without prior written consent of the UNION.

SECTION 9: Passes

The COMPANY agrees to issue passes to Union Representatives for the purpose of contacting members aboard vessels of the COMPANY covered by this Agreement.

Representatives of the UNION shall be allowed on board at any time but shall not interfere with Officers at work unless said Officers are properly relieved. (Such relief shall receive no extra compensation).



ARTICLE II

GENERAL RULES

SECTION 1: Grievance Committee & Arbitration

For the adjustment of any grievance arising in connection with the performance of this Agreement, which cannot be satisfactorily adjusted on board the vessel, there shall be established a Grievance Committee, which shall meet in Washington, DC, unless otherwise mutually agreed upon. The Grievance Committee shall consist of two (2) representatives from the UNION and two (2) representatives from the COMPANY, and it shall be the duty of the Grievance Committee to meet within twenty-four (24) hours, Saturdays, Sundays and Holidays excluded. In the event the Grievance Committee cannot agree, the dispute shall be submitted to final and binding arbitration before an arbitrator selected by the parties. In the event that the parties cannot agree on the selection of an impartial arbitrator, an arbitrator will be selected pursuant to the Labor Arbitration Rules of the American Arbitration Association. Expenses of the arbitrator shall be paid by the party whom the arbitrator rules against.

SECTION 2: No Strikes or Lockouts

- (A) There shall be no strikes, lockouts, slowdowns, refusals to perform assigned duties, in whole or part, picketing, or other job actions during the term of this Agreement. This obligation shall extend to all disputes, differences and



controversies between the parties, including but not limited to, disputes over contract interpretation, new or revised contract terms, manning scales, work assignments and disputes over matter which are not grievable under the grievance machinery established by this Contract.

- (B) The UNION agrees to support the COMPANY fully in its effort to maintain continuous operations. Direct participation by an Officer or Officers covered by this Agreement, in any act violating this Section, or the inducement of any crew member to engage in a contractually prohibited strike or job action, is recognized as a cause for discharge.
- (C) In the event that an Officer covered by this Agreement engages, or threatens to engage, in conduct prohibited by this Section, the UNION will take immediate affirmative action to prevent or terminate such conduct as the case may be including, but not limited to, immediately instructing such Officer(s) engaged in such activity to forthwith cease and desist from the same and to return immediately to work.
- (D) The parties shall designate an impartial arbitrator who will be empowered to hear disputes arising under this Section (Section 2 - No Strikes or Lockouts). Whenever it is claimed that the COMPANY or the Union has violated this Section, either party may notify the Impartial Arbitrator in writing, by mail or by hand delivery. A copy of such notice shall be



sent or delivered simultaneously to the party who is alleged to have violated this Section. The claim shall be submitted to arbitration not later than twenty-four (24) hours after receipt by the Impartial Arbitrator and his award shall be issued not later than twelve (12) hours after conclusion of the hearing. If the impartial arbitrator cannot, for any reason, conduct the hearing within the aforementioned twenty-four (24) hour period, the parties shall designate another person to act as arbitrator.

Section 3: Arbitrator

The parties agree that Milton Rubin shall be the arbitrator. In the event the current named arbitrator is unavailable for any reason the Parties agree that Howard Edelstein, Esq. be the alternate contract arbitrator.

ARTICLE III

MANNING, ECONOMIC MATTERS & HOURS OF LABOR

SECTION 1: Manning

The manning scale for all vessels owned and/or operated by the COMPANY shall be as agreed upon by the Parties for each vessel.

SECTION 2: Economic Matters

The monthly base wages and hourly "overtime" and "weekend" rates along with other economic matters shall be as noted in Addendum "A".



SECTION 3: Employment

- (A) 1. The COMPANY shall order permanent and temporary Officers from the UNION's Dispatch Department located in Brooklyn, New York.
2. Permanent Officers may be promoted or transferred from COMPANY ship, provided, that prior approval of the concerned Officer and the UNION is given, except in cases of emergencies.
- (B) The UNION agrees to furnish the COMPANY with capable, competent and physically fit Officers when and where they are required and of the rating needed to fill vacancies in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement.
- (C) In the event the Union is unable to supply a qualified Officer whenever and wherever requested by the COMPANY, the UNION shall, within twenty-four (24) hours of the request, or, immediately thereafter in an emergency, notify the COMPANY which shall have the right to acquire same from any source.

SECTION 4: Duration of Employment & Transportation

- (A) Officers accepting a permanent assignment will be expected to serve for a period of four (4) months unless they are



reassigned, their services are terminated at an earlier date by the COMPANY or as otherwise agreed to between UNION and COMPANY.

- (B) 1. Each permanently assigned Officer shall be provided transportation for initially joining the vessel; thereafter, such Officer shall be provided with economy air transportation at the termination of each assigned tour of duty. Payment of transportation shall not exceed two (2) tours per year.

Each temporary (relief) assigned Officer shall be provided transportation to and from the ship.

Officers, permanent or relief, who are terminated for "cause" or who depart the vessel by "mutual consent" prior to the completion of the assignment, shall give up all rights to transportation reimbursement for such interrupted assignment.

2. When sent from one COMPANY ship to another or from one port to another in the course of employment, the Officer shall be paid regular wages, be provided transportation and reimbursement for reasonable travel expenses with such employment considered as "covered" employment for all purposes.



If the ship is laid-up during an assignment and an Officer(s) is laid-off, such Officer(s) shall be provided transportation, from and to, where applicable, the ship.

3. The COMPANY has no further obligation relative to transportation.

SECTION 5: Hours of Labor

- (A) Eight (8) hours of work shall constitute a day's work whether at sea or in port.
- (B) For the purpose of this Agreement, the calendar day shall be from midnight to midnight.
- (C) Pay for Officers shall commence on the day the Officer actually "turns to" board the vessel. It is understood that the day that an Officer joins or debarks the vessel may be prorated if the Officer did not work the full day.

SECTION 6: Overtime

- (A) The "overtime" and "weekend" rates specified in Addendum "A" shall be paid in half (1/2) hour increments after the first full hour, except that "super relief" shall be paid for in half-hour increments.



- (B) When the watch below is broken out to report for work outside their regular schedule, overtime shall commence at the time stated for the call-out, provided however, that such Officer report for duty within thirty (30) minutes of the time the overtime work commences. Otherwise, overtime shall commence at the actual time such Officers reports for duty and such overtime shall continue until the Officer is released.
- (C) The above provision shall not apply in the event that commencement of overtime is scheduled one (1) hour following the conclusion of their regular watch or workday. In the event, the Officers, having had a full hour of their meal shall report promptly at the beginning of the period for which overtime has been scheduled.
- (D) When an Officer is required to lash, load or discharge cargo aboard a vessel, covered herein, such Officer shall receive, for every hour such work is performed, overtime during routine watches and one and one-half times the overtime rate for performing such work off watch.
- Tightening of cargo lashings, and relashing cargo which comes adrift is not including in the above.
- (E) When working overtime and the Officer is knocked off for two (2) hours or less, the appropriate rate shall be paid straight through. Time allowed for meals shall not be considered as overtime in this clause.



(F) No work specified in this Agreement as overtime work shall be performed unless authorized by the head of the particular department. After authorized overtime has been worked, the senior Officer of the department on board will present to each Officer, who has worked overtime, a slip stating hours of overtime and nature of worked performed. Officers shall keep a record of all disputed overtime. No claim for overtime or other monetary claims shall be valid unless such claim is presented to the head of the department within seventy-two (72) hours after completion of work. When work has been performed and an overtime claim is disputed, the head of the department shall acknowledge in writing that the work was performed.

Department heads shall collect and return overtime sheets to the Officer no less than once each week, clearly indicating any disputed claims.

(G) All monies due for undisputed overtime shall be paid at payoff. In the event payment of such overtime is delayed by the COMPANY beyond twenty-four (24) hours after paying off, additional compensation shall be paid at the rate of ten (\$10.00) dollars a day for each calendar day, or, fraction thereof, that the aforesaid payment of overtime is being settled between the UNION and the COMPANY.

(H) There shall be no pyramiding of overtime.



SECTION 7: UNATTENDED ENGINE ROOM

(A) For unattended engine rooms, routine tours of the engine room shall be conducted by the Duty Engineer each night at about midnight whether at sea or in port. Such tour shall consist of duties as outlined by the COMPANY and the Chief Engineer. The number of tours to be conducted during Saturdays, Sundays and Holidays shall be determined by the Chief Engineer. Where an Engineer is required to remain aboard the vessel in port after the regular eight (8) hours of work such engineer shall receive an additional seventy-five dollars (\$75.00) each assignment period prorated when appropriate.

The Engineers shall alternate the Duty Engineer assignment as equally as possible subject to Chief Engineer approval.

(B) No additional compensation shall be paid to the Duty Engineer who merely answers an alarm.

SECTION 8: Holidays

The following shall be recognized as holidays:

New Year's Day	Independence Day
Martin Luther King, Jr.	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day

When in port or at sea and a holiday falls on a Saturday, or Sunday the following Monday shall be observed.



All holidays will be observed on the days designated by the Federal Government; where not so designated, in the days customarily observed aboard the vessel. When a vessel is in an American Port on a general election day, Officers who are qualified voters of the Port in which the vessel is located, shall be afforded two (2) hours off to vote.

SECTION 9: USCG Licenses

In the event the U.S. Coast Guard, during the term of the Agreement, alters the type of licenses so that the new license shall cover two (2) or more of the present rating(s), the holder of the new license shall be entitled to the compensation applicable to the higher rating if the Officer is assigned the performance of the duties of said rating.

SECTION 10: Pollution:

If legislation is hereafter enacted under which Officers are held liable for oil pollution, then in the absence of willful or gross negligence on their part, the Employer shall be obligated to pay all costs of litigation which the Officer is involved, reimburse the Officer for any fines or other levies which may be imposed and for all lost wages resulting from being involved in any such proceedings.



SECTION 11: Loss of Clothing

- (A) In the event a ship of the COMPANY is lost, the Officer shall be recompensed for the loss of clothing in an amount for such loss not to exceed \$750.00.
- (B) In the event that personal affects of Officers are damaged due to marine casualty, or an accident to the vessel or its equipment, they shall be compensated for the loss in the amount of such loss but not to exceed the sum of \$300.00.

SECTION 12: Standby Work & Riding Crew

- (A) When Officers are hired by the COMPANY for standby work in port or employed as members of a "riding crew" consisting of such ratings as the COMPANY deems necessary to conduct a viable maintenance and repair program aboard its vessels, they shall be paid at their respective overtime rates, for each hour worked. Such employment is not considered as "covered" employment unless so agreed between the parties.
- (B) Riding crews may perform routine maintenance and repairs throughout the vessel without restriction provided, however, that the COMPANY can supplement the crew on a temporary basis, in port or at sea, with outside specialists who are not covered by this Agreement, for the purpose of making necessary repairs, conducting surveys, orientation and training programs, supervising or planning, loading or providing technical assistance or adjustments.



SECTION 13: War Zones

In case any vessel of the COMPANY traverses waters adjacent to or in the proximity of a declared or undeclared war or state of hostilities, it is hereby agreed that a petition on the part of the UNION for the opening of negotiations for added remuneration, bonuses and/or insurances, shall in no way be deemed cause for the termination of this Agreement. It is further agreed that no sailing shall be delayed because of failure to reach an Agreement.

Section 14: Terminations:

An Officer who is discharged for cause shall be given, on the date of discharge, a written statement advising of the discharge and a detailed explanation of the reason for the discharge. Failure to furnish such a written statement will presumptively establish that the Officer has been discharged without just cause. Such statement must be timely furnished to the Union Headquarters if the Officer is not available.

Officers who are entitled to recovery of wages in case of improper discharge as provided in 46USC Section 594, or who are entitled to wages as a result of improper continuance of a voyage after the expiration of Articles, pursuant to 46USC Section 685, shall be entitled to pursue their remedies under the arbitration provisions of this Agreement, provided the individual Officer involved agrees, in writing, that the Arbitration Award shall act



as a complete and final substitute for any claim arising under those provision. It is further agreed that the statues and the interpretations thereunder shall be applied in the arbitration proceedings.

SECTION 15: Restriction To Ship

If for any reason within the exclusive control of the Master, Officers who are not on watch and are entitled to shore leave are required to remain on board a vessel in a safe port or when the vessel is alongside the dock or at a safe anchorage, they shall receive five (\$5.00) dollars per hour for all such time between the hours of 6:00 PM and 7:00 AM, Monday through Friday and on Saturdays, Sundays and Holidays that they are deprived of shore leave. When shore leave is denied by the Master, the burden of proof shall be on the Master to show that such denial was based upon reasonable cause. The intent of this section is to prevent the arbitrary action of the Master in denying shore leave.

When a vessel has been in a foreign port where the Officers were restricted to the ship and the COMPANY claims that this restriction was enforced by the Government of the port visited or either Federal, Military or Naval Authorities, the Master shall obtain from the restricting authority that the restriction was imposed and the reason(s) therefore. In lieu thereof, he may produce a proper entry in the official log book and must give sufficient notice in writing of the restriction to the Officers.



SECTION 16: Vessel Out of Commission

When a vessel lays-up and Officers are laid off, such Officers shall receive transportation back to their home. In the event an Officer returns to the vessel after the layoff, he shall receive transportation back to the vessel.

SECTION 17: Full Complement While Cargo is Being Worked

No Officer shall be laid-off without pay over Saturday, Sunday or a Holiday, and a full complement shall be employed at all times except when vacancy occurs other than through the temporary laying off of an Officer without pay.

SECTION 18: Money Draws and Allotments

Monies tendered for draws in foreign ports shall be made in United States currency failing which, Traveler's checks shall be issued at the COMPANY'S expense, except where currency laws established in foreign countries prohibit such issuance.

When American Money is aboard, advances shall be put out the day before arrival in port. Upon request Officers shall be granted advances at least once every five (5) days, except on Saturdays, Sundays and Holidays, while the vessel is in port. Advances shall be made available to the crew no later than 4:00 PM.



Valid overtime and approved subsistence and lodging claims shall be included in computing the amount upon which the Officer may draw.

Procedures shall be established on all vessels on foreign or inter-coastal articles whereby allotments or remittances may be made at the behest of the Officer, not less than once every fifteen (15) days if so requested.

SECTION 19: Sailing Board

- (A) The sailing time shall be posted at the gangway not later than one (1) hour after arrival if the vessel's scheduled stay in port is twelve (12) hours or less.
- (B) When the scheduled stay is to exceed twelve (12) hours, the sailing time shall be posted eight (8) hours prior to the scheduled sailing, if before midnight.
- (C) If the scheduled sailing is between midnight and 8:00 AM the sailing time shall be posted no later than 6:00 PM.
- (D) If the vessel's departure is delayed and the delay is due to the loading or discharge of cargo, the new time of departure shall be promptly posted on the sailing board.



- (E) Any Officer who is ashore and reports aboard as per the sailing board shall receive two (2) hours compensation at the rate of five (\$5.00) dollars per hour if the vessel is delayed two (2) hours. Such penalty is not applicable if required to turn to overtime or for his regular duty or watch, or if the sailing is delayed on account of weather conditions or any condition beyond the vessel's control.
- (F) All Officers shall report aboard at least one (1) hour before the posted sailing time.
- (G) Officers not on duty on weekends or holidays shall contact the vessel for sailing board information.

SECTION 20: Emergency Duties and Drills

No extra compensation shall be allowed for participation in fire, lifeboat or other drills at any time or for any emergency work performed necessary for the safety of the vessel, crew or cargo, or the saving of life aboard other vessels in jeopardy. This shall not apply to annual inspection. It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays or Holidays in port or at sea.

SECTION 21: W-2 Forms

On December 31st of each year of this Agreement, all Officers, whether at sea or in port, shall be entitled to receive all monies



due them in the form of a check or other instrument which, under Internal Revenue Service Rules, shall be deemed as constructive receipt of said money. W-2 forms shall be timely provided and shall reflect all appropriate money earned with the COMPANY during the applicable calendar year.

SECTION 22: Maintenance and Cure

- (A) When an Officer is under legitimate out-patient treatment it is agreed that in adjusting Maintenance and Cure, the COMPANY will compensate the man concerned at the rate of \$8.00 per day to be paid weekly. Maintenance and Cure shall not be withheld in any case merely because a claimant has also submitted a claim for damages or has filed suit thereof or is taking steps to that end.
- (B) The payment of Maintenance and Cure, or unearned wages, when denied may be taken up on its merits, under the grievance machinery of the Agreement, providing a reasonable period of time has been allowed to the COMPANY to ascertain the facts involved, and no such issue may be submitted to arbitration unless the individual Officer involved agrees that the Arbitration Award shall act as a complete and final substitute of any claim for Maintenance and Cure or unearned wages, and also to provide that initiation of suit of Maintenance and Cure will not preclude presentation of grievance for arbitration if the Officer agrees that such arbitration will be the final adjudication.



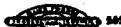
- (C) The sole fact that an Officer has made a claim for Maintenance and Cure, unearned wages or for damages resulting from illness or injury, shall not constitute just cause for discharge or denial of employment or re-employment.

SECTION 23: Subsistence and Room Allowance in Port

Subsistence and room allowance in port, unless otherwise specifically provided for, shall be an established minimum of \$38.00 for subsistence and \$40.00 for room allowance. The subsistence allowance shall be allocated \$6.00 for breakfast, \$12.00 for lunch and \$20.00 for dinner. These respective amounts may be adjusted to meet reasonable expenses incurred if substantiated by vouchers. The standard of reasonableness for the respective ports will be established by mutual agreement between the Parties.

Room Allowance shall be paid when vessel is in port and:

1. When heat is not furnished in cold weather.
2. When hot water is not available in the Officer's quarters for a period of twelve (12) or more consecutive hours after appropriate relief has been requested of the Master, Chief Engineer and Senior Watch Officer, and not satisfied, and if the Officer actually goes ashore.
3. When the Officer's quarters have been painted and paint is not absolutely dry and other suitable quarters are



not furnished aboard after appropriate relief has been requested of the Master, Chief Engineer or Senior Watch Officer, and not satisfied, and if the Officer actually goes ashore.

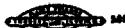
4. At all times when vessel is on dry-dock overnight unless lodging with all facilities including heat, light, hot and cold running water and sanitary facilities are provided aboard the vessel.
5. When linen is not furnished upon the Officer's request prior to 6:00 PM on the day the Officer joins the vessel.
6. When the vessel is being fumigated and not cleared before 9:00 PM.

SECTION 24: Meals

Meals shall be served over a one (1) hour period and a reasonable time of at least one-half (1/2) hour shall be allowed for each meal in all cases where the Officer is late not due to his own fault.

SECTION 25: EXPLOSIVES

(A) On vessels carrying quantities of Fifty (50) long tons or more of "explosives" as permitted by law, the Company agrees to



pay the Officers in addition to their regular monthly wages, a bonus, of ten (10%) percent of base wages or working rates, while such cargo is on the vessel or is being loaded or discharged.

(B) The term "explosives" as used in this Section is defined to mean Class "A" or dangerous explosives according to the Interstate Commerce Commission classification, but for no others:

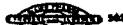
1. Ammunition for cannons 37 mm (1 1/2") caliber or over;
2. Ammunition for cannons with explosive projectiles;
3. Projectiles, grenades, bombs, mines, torpedoes;
4. Black powder or low explosives;
5. Ammunition with explosive bullets;
6. Ammunition with explosive chemicals;
7. High explosive such as dynamite;
8. Initiating or priming explosives such as blasting caps;
9. Nuclear explosives.

The above shall not apply to ship's ammunition or signaling devices carried for the protection of the ship.

SECTION 26: RE-OPENER

A. Government Assistance:

In connection with the AGREEMENT and "Contribution Letter" simultaneously executed herewith, it is agreed that if at any time during the term of this AGREEMENT, the COMPANY is the recipient of any United States Government, through any agency, assistance, in any form, the UNION shall have the right to study



the impact of such assistance and to immediately reopen this AGREEMENT for adjustments, if any, of the economic portion of same.

B. RFP Bidding:

The Company agrees, when responding to a Request For Proposal (RFP) along with other Union Contracted Company(ies), to include the wage and fringe package developed by the Union and distributing to all such participating Union Contracted Companies.

ARTICLE IV

SECTION 1: PARITY

A. In connection with the Agreement executed simultaneously, herein, and notwithstanding anything contained therein, the Parties agree to meet and study the impact of the implementation during the term of this Agreement, of any practice or policy or segment(s) of the industry and upon mutual agreement, to implement same as determined by the Union. It is agreed that such implementation does not exceed the cost of the practice or policy or industry wide contractual agreement of others.

B. The Parties agree to meet and discuss a "Revenue" or "Profit" sharing program whenever one Party gives notice to the other of their desire to so meet.

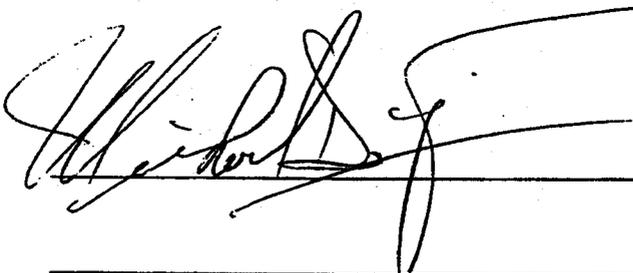


SECTION 2: DURATION

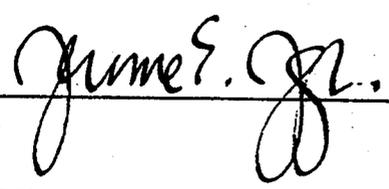
This Agreement shall remain in full force and effect commencing on the date of signing until November 20, 1996 and year to year thereafter unless one Party notifies the other of its intent to renegotiate this Agreement. Such notice must be in writing and must be no less than sixty (60) days prior to the original, or, as the case may be extended, Agreement. It is further agreed that there shall be an economics re-opener effective January 1, 1995 with negotiations commencing in October, 1994.

DATE:

CROWLEY AMERICAN TRANSPORT, INC



AMERICAN MARITIME OFFICERS
DISTRICT 2 MEBA Affiliated
with MTD AFL-CIO

BY 



ADDENDUM "A"

Effective January 1, 1992:

1. (a) The following monthly wages, hourly overtime and hourly holiday rates shall be paid:

	<u>MONTHLY WAGES</u> :	<u>HOURLY OVERTIME RATES</u> :	<u>HOURLY HOLIDAY RATES</u> :
MASTER	\$6,898.44	\$1,180.46*	\$ -- --
CHIEF ENGINEER	6,662.35	1,180.46*	-- --
C/O; 1 A/E	3,410.97	19.68	29.50
2/O; 2 A/E	2,492.87	14.38	21.50
3/O; 3 A/E	2,283.02	13.18	19.76

* in lieu of all other forms of additional compensation.

- (b) For all hours of work performed in excess eight (8) hours in any one (1) day, except holidays, and for all hours of work performed on Saturdays and Sundays, Officers except Masters and Chief Engineers, shall be paid at their overtime rate.

- (c) For all hours of work performed on holidays, Officers, except Masters and Chief Engineers, shall be paid at their "Holiday" rate.

2. Officers shall receive fifteen (15) days of paid vacation for each thirty (30) days of employment.



Effective January 1, 1993:

1. (a) The following monthly wages, hourly overtime and weekend rates shall be paid:

	<u>MONTHLY WAGES</u> :	<u>HOURLY OVERTIME RATES</u> :	<u>HOURLY WEEKEND RATES</u> :
MASTER	\$7,105.39	\$1,215.87*	\$ -- --
CHIEF ENGINEER	6,862.22	1,215.87*	-- --
C/O; 1 A/E	3,513.30	20.26	30.40
2/O; 2 A/E	2,567.66	14.80	22.22
3/O; 3 A/E	2,351.51	13.56	20.34

* in lieu of all other forms of additional compensation.

- (b) For all hours of work performed in excess eight (8) hours of work performed, Mondays through Fridays, Officers, except Masters and Chief Engineers, shall be paid at their overtime rate.

- (c) For all hours of work performed on Saturdays, Sundays and holidays, Officers, except Masters and Chief Engineers, shall be paid at their "Weekend" rate.

2. All Officers shall be made eligible for benefits under the American Maritime Officers Medical Plan.

Effective January 1, 1994:

1. (a) The following monthly wages, hourly overtime and weekend rates shall be paid:

	<u>MONTHLY WAGES</u> :	<u>HOURLY OVERTIME RATES</u> :	<u>HOURLY WEEKEND RATES</u> :
MASTER	\$7,318.55	\$1,252.35*	\$ -- --
CHIEF ENGINEER	7,068.09	1,252.35*	-- --
C/O; 1 A/E	3,618.70	20.88	31.31
2/O; 2 A/E	2,644.69	15.26	22.89
3/O; 3 A/E	2,422.06	13.97	20.96

* in lieu of all other forms of additional compensation.



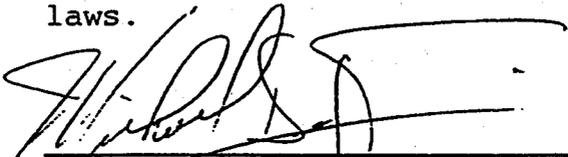
CROWLEY AMERICAN TRANSPORT, INC.

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (LICENSED OFFICERS & RADIO OPERATORS)

Under the collective bargaining agreement between Crowley American Transport, Inc., and American Marine Officers, AMO refers licensed officers and radio operators to Crowley for employment aboard Crowley's deep sea vessels.

As part of that process, AMO verifies and maintains proof of employment eligibility on all crewmember referrals as required by the Immigration Reform and Control Act of 1986.

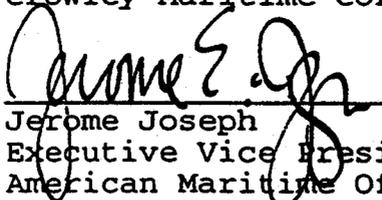
Crowley recognizes that although AMO is assuming responsibility for this verification of employment eligibility, Crowley is still ultimately liable for any violations of the employer sanctions laws.



Michael Diprisco
Director, Labor Relations
Crowley Maritime Corporation

9-29-94

(Date)



Jerome Joseph
Executive Vice President
American Maritime Officers

10/17/94

(Date)

**MEMORANDUM OF UNDERSTANDING
(CAT/AMO 1995 - 2004)**

THIS MEMORANDUM OF UNDERSTANDING entered into by and between Crowley American Transport Inc. [CAT] (hereinafter referred to as "COMPANY") and American Maritime Officers (hereinafter referred to as "UNION"), their successors and assigns.

WHEREAS, the Parties hereto have outstanding a collective bargaining agreement, as amended and supplemented from time to time by negotiations and arbitrations (herein Agreement) covering licensed Officers (Masters, Chief Engineers, Deck Officers and Assistant Engineers (herein Officers) employed aboard all U.S. flag ocean going vessels owned or operated by the Company; and

WHEREAS, the Parties negotiated a new agreement effective January 1, 1995 and;

WHEREAS, the Parties desire to memorialize said new agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Agreement shall be amended as follows:

- I. a) The agreement shall be in full force and effect from January 1, 1995 through December 31, 2004 and year to year, thereafter, unless one Party notifies the other of its intent to renegotiate this Agreement. Such notice must be in writing and must be conveyed no less than sixty (60) days prior to the original expiration date, or as the case may be, the extended expiration date, of this Agreement.



b)1. Effective each January 1st of each noted year, the monthly base wages (in \$) shall be as listed below:

	<u>1995:</u>	<u>1996:</u>	<u>1997:</u>	<u>1998:</u>	<u>1999:</u>
Master	7,538.11	7,764.25	8,074.82	8,317.06	8,566.58
Chief Engineer	7,280.13	7,498.54	7,798.48	8,032.43	8,273.41
C/O; 1A/E	3,727.26	3,839.08	3,992.64	4,112.42	4,235.79
2/O; 2A/E	2,724.03	2,805.75	2,917.98	3,005.52	3,095.68
3/O; 3A/E	2,494.72	2,569.56	2,672.35	2,752.52	2,835.10

2. Effective January 1, 1995 through December 31, 1999, payments in lieu of additional compensation and the hourly overtime rates shall be as listed below:

	<u>Hourly OT/Rates:</u>	<u>Hourly Weekend Rates:</u>
Master	\$1,252.35*	\$ -----
Chief Engineer	1,252.35*	-----
C/O; 1A/E	20.88	31.31
2/O; 2A/E	15.26	22.89
3/O; 3A/E	13.97	20.96

*Monthly payment in lieu of all other forms of additional compensation

3. The Parties agree that there shall be an economics re-opener effective January 1, 2000 with negotiations commencing during the month of October 1999.

c) "INS" & "OUTs" for Masters and Chief Engineers shall be payable for each port entry and departure in excess of 18 per any 30 day period @ the rate of \$250.00

d) Increase hourly rates for "restriction to ship" an ACCU duty Engineer to seven dollars and fifty cents (\$7.50).

e) Effective January 1, 1995, The Company shall sign a new Confidential Contribution Letter.

f)1. The Parties agree to meet at request of the Company, to discuss composite overtime rates by combining the hourly overtime and weekend rates in a manner so that the Officers will not be adversely affected.

2. The Parties agree to meet, at the request of the Company, to discuss the Company's Drug & Alcohol program.



II. a) Add paragraphs "D", "E" and "F" to Article III, Section 3, which shall read:

"D. The Company may require Officers, at the Company's cost, to undergo a pre-employment and periodic multiphasic physical examination to insure that they are physically fit, do not have a history of shipboard illnesses and/or injuries, and are able to perform the position's physical requirements. Such examinations may include periodic and random drug tests as required by the Company. The term "physically fit" shall mean an Officer satisfactory to a Licensed Physician designated by the Company to examine applicants for employment.

E. Where the special needs of the Company require an Officer to incur transportation, subsistence, or lodging expenses in connection with any physical examination required by the Company pursuant to this Section, such expenses shall be paid or reimbursed by the Company. Wages shall not be payable during such physical examinations unless the Officer is actually employed in the service of a vessel at the time of such examination, or as otherwise provided by this Agreement.

F. The Company shall have the absolute discretion to reject a prospective Officer for physical fitness and such action shall not be subject to the Grievance and Arbitration provisions of this Agreement. Except for Masters, Chief Engineers, Chief Officers and First Assistant Engineers such rejection for reasons other than that above noted may be subjected to the grievance procedures."

b) Delete last sentence of the first paragraph in Article III, Section 4, (B) 1. which reads: "Payment of transportation shall not exceed two (2) tours per day." *y.i. 2/28/95 E.H.P.*

c) AMO 401(K) Plan:

The Company shall become and remain a participant in the AMO 401(k) Plan on a non-contributory basis and shall pay its proportionate share of the reasonable accounting, consulting, legal and administrative costs associated with the start-up of the Deep Sea portion of the Plan. The effective date of such participation shall be uniform for all such companies.

d) Unearned Wages:

For the duration for which "unearned Wages" are being paid to any Officer for a claimed injury or illness occurring on or after January 1, 1995, the Company shall make contributions only to the AMO Medical and AMO Pension Plans in behalf of such Officer.

e) Internal Appeals:

During the period of our collective bargaining relationship, both Parties have acknowledged the desirability of ensuring prompt, fair and final resolution of the Officer's



grievances arising under our Agreement. The Parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which both subscribe. Accordingly, the Parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the American Maritime Officers (AMO) Executive Board has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Union or a Union representative involved, then AMO may inform the Company in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provisions of our Agreement or at the time of the reinstatement of the grievance or that relate in the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of AMO and the officer(s) involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, state, or municipal agency.

Notwithstanding the foregoing, a decision of the contract Arbitrator or any other arbitrator on any grievances shall continue to be final and binding on AMO and its members, the Officer(s) involved and the Company and such grievance shall not be subject to reinstatement.

This provision is not to be construed as modifying in any way either the rights or obligations of the Parties under the terms of this Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim including claims for back wages, or that provide for the final binding nature of any decision by the contract or other Arbitrator or other grievance resolutions.

In addition to the foregoing, the Parties also agree that if a disciplinary grievance has been resolved by the Parties at a step in the grievance procedure prior to arbitration in a manner favorable to an officer, and the Company acquires newly discovered evidence which would demonstrate that the Company would not have resolved the said grievance in a manner favorable to the Officer, the Company shall, upon written notice to the AMO at its Headquarters and to the Officer at said Officer's home address, have the right to withdraw from or rescind the resolution and move the grievance to arbitration with any intermediate steps subject to waiver by agreement of both the Union and Company. In such circumstances the Union shall have the right to claim before the arbitrator that the newly discovered



evidence did not demonstrate the Company would not have resolved the said grievance in a manner favorable to the Officer.

Any monies paid to the Officer or in behalf of said Officer, in the interim, shall be held in trust by the Officer or the Union, as the case may be, pending the outcome of the arbitration or settlement at any intermediate step.

If the Company proceeds to arbitration or the grievance is again settled prior to arbitration in a manner favorable to the Officer, the arbitrator shall award or the Company shall pay the Officer two months base wages as a remedy in excess of any other lost wages and fringe benefits.

In order for either Party to reopen a resolution of a grievance as provided herein, such notice to reopen must be given in writing to the other Party within sixty (60) days of the original resolution.

f) **National Health Care Plan:**

In the event that a National Health Care Plan is enacted and becomes effective during the term of the Agreement, the Parties agree to meet and discuss its impact on the cost of providing the level of medical benefits by the Company through its participation in the AMO Medical Plan. When considering the appropriate continuing contribution rates to the AMO Medical Plan, the Parties shall take into account the duplication of benefits provided by such National Health Care Plan and the AMO Medical Plan.

In the event the Parties can not agree on the appropriate continuing contribution rate to the AMO Medical Plan, either may submit the dispute to arbitration under the provisions of the Agreement. In resolving this dispute, the Arbitrator shall have the authority to set the contribution rate for the AMO Medical Plan for the remaining term of the Agreement.

g) The Parties, hereto, agree to commence an aggressive effort to establish a non-litigious program for the resolution of P & I claims filed by an Officer which will lead to an early mutually acceptable settlement between the Officer and Company.



III. All terms and conditions provided in the Agreement and any side letters not modified herein remain in full force and effect.

AGREED TO this 25th day of January 1995.

~~CROWLEY~~ AMERICAN TRANSPORT, INC. AMERICAN MARITIME OFFICERS



**MEMORANDUM OF UNDERSTANDING
(CAT/AMO)
1996 Licensed Officers Contract Supplement**

THIS MEMORANDUM OF UNDERSTANDING entered into by and between Crowley American Transport, Inc. (herein Company) and American Maritime Officers (herein Union), their successors and assigns.

WHEREAS, the Parties hereto have outstanding a collective bargaining agreement as amended, from time to time, by arbitration and negotiations (herein Agreement) covering Licensed Deck and Engine Officers (herein Officers) employed aboard Company owned or operated U.S. flag ocean-going vessels; and

WHEREAS, the recently enacted Telecommunication Act (herein The Act) provides, among other provisions, that the legal requirement to carry ET/ROs on U.S. flag ocean-going is rescinded for qualified vessels which carry certificated Officers; and

WHEREAS, the Company is seeking to so qualify its ocean-going U.S. flag vessels and Officers, thereby, eliminating the requirement to carry ET/ROs aboard such vessels, which, in turn, will add to the duties of Officers; and

WHEREAS, the Parties, hereto, wish to further amend the Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. Upon the qualifying of a covered vessel(s) and the certification as an operator of the Global Marine Distress and Safety System (GMDSS) of Officers in accordance with the relevant provisions of The Act, and the elimination of ET/ROs from the manning scale, the Agreement shall be amended by including the following in Economics Matters provision:

An Officer, who is properly GMDSS certificated and actually performs communication duties, shall be compensated an additional \$1,341.60 per month, prorated where appropriate. Such amount shall be increased on the same date as and by the same percentage as increases of wages, shall represent the total obligation of the Company, on a daily or monthly basis, for the performance of such duties by the affected Officer in addition to his/hers regular duties.



II. The Agreement shall be further amended by adding new Sections 10, 11 and 12 to ARTICLE I as provided below:

Section 10: Indemnification

The Union shall protect and indemnify the Company in any cause of action based on improper application by the Union of the provisions of ARTICLE I, Sections 5 "No Discrimination," and ARTICLE III, Section 3 "Employment" of this Agreement. The Company shall protect and indemnify the Union in any cause of action based on improper application by the Company of the provisions of ARTICLE I, Section 5 "No Discrimination," Section 11 "Drug and Alcohol Policy," and Section 12 "Physicals and Drug Testing" and ARTICLE III, Section 3, "Employment."

Section 11: Drug and Alcohol Policy

The Parties agree that abuse of drugs, alcohol, controlled substances or any other chemical is a problem of great concern. Accordingly, the Company may adopt, and, modify, from time to time, a Drug and Alcohol Policy.

Section 12: Physicals and Drug Testing

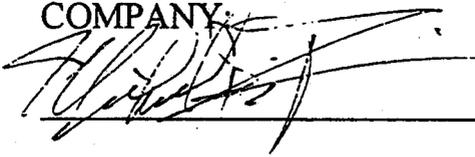
The Company may require all Officers to undergo pre-employment and re-employment physicals including drug testing which, in absence of an agreement to the contrary, the Company shall pay for such testing. In addition, the Company may require Officers to submit to random, post accident and probably cause testing to ascertain compliance with the Company's Drug and Alcohol Policy and standards, which may contain provisions which exceed the requirements of the U.S. Coast Guard or other agencies having jurisdiction as to these matters. Failure of an Officer to consent to take or pass the required physicals and testings will be a cause for discharge. Nothing contained herein is intended to waive any rights of recourse available to an Officer under the terms and conditions of this Agreement.

II. The Company shall execute a new confidential Contribution Letter.

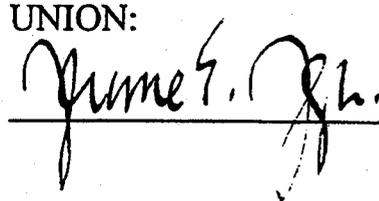
III. All other terms and conditions of the Agreement not specifically amended herein remain in full force and effect.

AGREED TO THIS 10th DAY OF JUNE 1996.

COMPANY:



UNION:





**Memorandum Of Understanding
AMO/CLSI
2000**

THIS MEMORANDUM OF UNDERSTANDING entered into by and between Crowley Liner Services, Inc. (herein Company) and American Maritime Officers (herein Union) and is binding upon themselves and their successors or assigns.

WHEREAS, Crowley American Transport, Inc. (herein CAT) and the Union have outstanding collective bargaining agreements as amended from time to time through negotiations and arbitrations, (herein Agreement) covering Officers employed on board U.S. flag ocean-going vessels owned or operated by CAT; and

WHEREAS, effective January 4, 2000, Crowley Liner Services, Inc., therefore, continue to recognize the Union as the collective bargaining representative for Officers employed aboard ocean-going vessels owned or operated by the Company; and

WHEREAS, the Parties, hereto, wish to fashion their Agreement identical to the AMO/CAT Agreement.

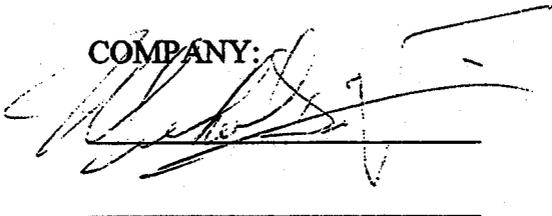
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Effective January 4, 2000, the Agreement (together with all other agreements, including, but not limited to AMO Plans documents and trusts) entered into by CAT and the Union are binding upon the Company and are considered as entered into by and between the Company and the Union.

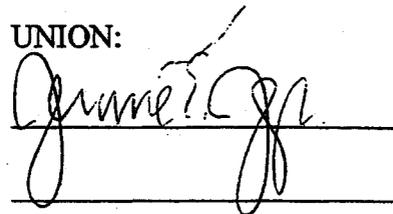
- II. The Company agrees to execute an Agreement and all other written agreements, including, but not limited to AMO Plans documents and trusts, in its owned name within six (6) months of signing this Memorandum of Understanding.

AGREED TO THIS 31st DAY OF AUGUST 2000.

COMPANY:



UNION:



ISO 9002
Certificate: 33975



**MEMORANDUM OF UNDERSTANDING
CLSI/AMO
MARAD DTMA-91-97-R-0002
2000 SUPPLEMENT
RRF FLEET**

THIS MEMORANDUM OF UNDERSTANDING entered into by and between Crowley Liner Services, (herein Company) and American Maritime Officers (herein Union) and is binding upon themselves and their successors and assigns.

WHEREAS, the Parties, hereto, have outstanding a collective bargaining agreement, as amended from time to time, through negotiations or arbitrations (herein Agreement) covering Licensed Officers employed aboard Company owned or operated U.S. flag oceangoing vessels; and

WHEREAS, the Company has submitted a proposal in response to the Maritime Administration (MARAD) Request For Proposals (RFP) DTMA91-97-R-00002 "Operation and Maintenance of Ready Reserve Fleet (RRF)," and has been awarded a group(s) of ships to operate thereunder; and

WHEREAS, the Parties wish to memorialize their agreement as to wages, benefits and terms and conditions of employment to be enjoyed by Officers to be employed by the Company as the awardee in the resultant contract by MARAD.

1.1 A. The Union agrees to all terms of the above captioned RFP setting forth the selection process, employment and re-employment of licensed Officers. To the fullest extent possible, all Officers shall be permanently assigned and permitted to return to work after periods of absence for vacation, sick leaves, leaves of absence or any other authorized leave.

B. 1. The resultant agreement between your Company, an awardee, and this Union shall specially contain the following clauses as noted in the RFP:

a) The Company shall have the right to select any applicant furnished by the Union and those so selected shall remain in continuous employment unless terminated by the Company or self. It is further understood that assignments of Master, Chief Officers, Chief Engineers, First Assistants and their replacements are subject to MARAD approval, which shall not be unreasonably withheld and shall be in writing.

b) If MARAD has reason to be dissatisfied with the



October 20, 2000
Marad DTMA-91-97-R-00002 (RFP)
(RRF) Fleet 2000 Supplement

(g) possess security clearance as required; and

(h) and be trained in accordance with IMO STCW convention as ratified and in the subject matter and manner required by this RFP.

1.1.3. Whenever possible graduates of state and federal maritime academies shall be given equal employment opportunities when filling any vacancy in the employment of these vessels.

1.1.4. Should the Union be unable to supply a qualified Officer(s) whenever and wherever requested by the Company, the Union shall notify the Company which shall have the right to acquire same from any source.

1.1.5. The Company shall have the right to require Officers to wear uniforms and to establish and enforce appropriate dress and grooming standards for Officers.

1.1.6. Officers who report aboard without the required documents, as noted above, shall be replaced immediately with the replacement's travel costs borne by such terminated Officer.

1.2. No Strike

There shall not be any strikes, lock-outs, concerted slowdowns or any other interferences for any reason whatsoever with the operation of the subject vessels during the resultant contract between the Company and MARAD. Any Officer(s) taking part in any such action shall be immediately terminated and replaced at no additional cost to the Company or Government. The Company shall operate the ship(s) to support all MARAD requirements which shall have precedence over any and all terms of this Agreement.

2.1. All rates of pay and overtime and vacation entitlement are provided in Appendix "A" attached hereto. *(Dated October 2, 2000) JZ*

2.2. There shall be ten (10) holidays:

- | | |
|----------------------------|---------------------|
| 1) New Years Day | 6) Labor Day |
| 2) Martin L. King Birthday | 7) Columbus Day |
| 3) Presidents Day | 8) Veteran's Day |
| 4) Memorial Day | 9) Thanksgiving Day |
| 5) Independence Day | 10) Christmas Day |



October 20, 2000
Marad DTMA-91-97-R-00002 (RFP)
(RRF) Fleet 2000 Supplement

- 2.3. "ROS" and "FOS" shall be as defined in the resultant agreement between the Company and MARAD.
- 2.3.1 While in ROS, the manning scale shall be as agreed upon between MARAD and the Company.
- 2.3.2 While in FOS, the manning scale shall be as agreed upon between MARAD and the Company.
- 2.3.3 The manning scales in 2.3.1 and 2.3.2 above shall be adjusted only in accordance with the provisions of the Agreement between the Company and MARAD.
- 3.1 Wages shall commence on the day the Officer actually "turns to" aboard the vessel.
- 3.1.1. Effective August 1, 2000, the Monthly Base Wages used for the purpose of calculating pension benefits shall be at levels no higher than those in effect January 1, 2000.
- 3.1.2 The Company agrees to become and/or remain party to the various AMO Plans, entities and committees (including the MPB and the non-contributory 401(k) Plans) and to make contributions thereto for all days of "covered" employment which includes period for which earned and unearned wages are paid, in the amount noted in the confidential "Contribution Letter" which is made part of this Agreement.
- 3.1.3 There shall not be any duplication of contributions to the various benefit plans, entities and committees. When processing an application for vacation benefits earned while in "FOS", the Vacation Plan shall deduct one day of covered employment before calculating the benefit payable. Such deduction shall be per non-continuous pay periods.
- 3.1.4 A. When a vessel is in FOS:
Whenever subsistence and lodging are not provided, Officers shall be reimbursed for same in accordance with the Federal Travel Regulation (JTR) rates.
- B. When a vessel is not in FOS:
Whenever subsistence and lodging are not provided, the Company shall pay thirty eight (\$38.00) dollars per day for subsistence and forty (\$40.00) dollars per day for lodging to each Officer.



October 20, 2000
Marad DTMA-91-97-R-00002 (RFP)
(RRF) Fleet 2000 Supplement

3.1.5 A. Officers are entitled to economy air transportation from their home to the ship and back to their home. No Officer shall be entitled to transportation home when fired for cause, or signs off by "mutual" consent prior to the completion of the assignment duration when in FOS. The normal assignment period shall be one hundred and twenty (120) days.

B. When a vessel is not in FOS transportation shall be paid in accordance with the appropriate provisions contained in the RFP.

4.1 AMO realizes, to the fullest, the purpose of the RRF. Should activation of RRF vessels occur, all Union required shipping procedures shall be waived. The Union will assign or approve assignments of any qualified Officer regardless of registration, membership or lack thereof, vacation status or permanent assignments to other contracted vessels. Traditional shipboard jurisdiction shall be waived. Length of assignments shall be waived.

4.1.2 We will coordinate with all contracted companies, who are awardees under this RFP, an ongoing program to establish and maintain a pool of Officers familiarized with these vessels. This includes utilizing vessels awarded to contracted companies for familiarizing members and non-members.

4.1.3 We will be receptive to, and actively work towards, the pooling of manpower from all sources in order to effectively crew groups of vessels when activated during an emergency(ies).

5.1 Unless specifically approved in writing, the vessels, covered herein, will not carry spouses, dependents, friends or guests of Officers.

6.1. Grievances:

No claim by an Officer of an alleged contract violation by the Company, including but not, limited to, non-payment of overtime or other remuneration payments, or for wrongful termination, will be entertained after payoff of said Officer unless within fifteen (15) days thereafter, a written claim, by letter or otherwise, by the Officer or by a Union representative acting on behalf of the grieving Officer, is filed with the Company at its corporate office. If a claim is filed by the Officer with the Company, a copy of said claim shall be sent to the Union Vice President, Deep Sea, at Union Headquarters in the same manner as the claim is presented by the Officer to the Company. However, if filing within fifteen (15) days after payoff is prevented by some cause beyond the control of the Officer, such time limitation shall be automatically extended for an additional



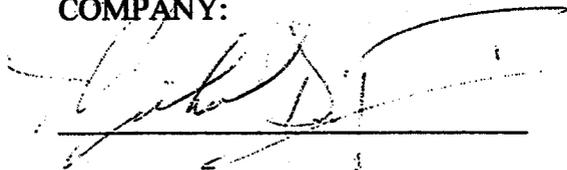
**October 20, 2000
Marad DTMA-91-97-R-00002 (RFP)
(RRF) Fleet 2000 Supplement**

fifteen (15) days. Whenever a properly presented claim is disputed by the Company, the Company shall, within fifteen (15) days of receipt of same, provide written notice setting forth the reason(s) for denial to the Union Vice President, Deep Sea, at Union Headquarters. Thereafter, discussions between the Union and the Company shall take place in a good faith effort to resolve the issue(s). If no satisfactory resolution is achieved within fifteen (15) days after the commencement of discussions, the Arbitration procedures contained in the Agreement may be invoked by either the Company or the Union. Time limitations noted herein are in calendar days, which may be extended only by written mutual consent of the Parties. Noncompliance with the time limitations set forth herein by the Company or the Union, including any mutually agreed upon extended time limitations, shall result in said claim(s) being considered resolved in favor of the party that did not violate such time limitations.

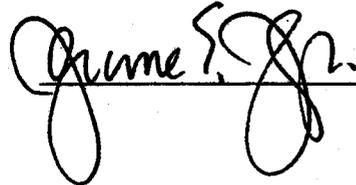
7.1 Any provisions of the Agreement not specifically modified herein remain in full force and effect. This Supplement shall be in force and effect for the duration of its resultant ~~Agreement~~ agreement between the Company and MARAD and binding upon the Parties, their successors and assigns.

AGREED TO THIS 20th DAY OF OCTOBER 2000.

COMPANY:



UNION:





**APPENDIX "A"
 (ECONOMIC MATTERS)
 (DTMA91-97-R-00002)
 RRF FLEET
 October 2000**

1. Full Operating Status (FOS)

A) Wages:

The Monthly Base Wages, NWA's and Hourly Overtime Rates to be paid to Officers employed on a vessel is FOS are as follows:

Effective, the first day of operation:

	<u>Monthly Base:</u>	<u>*Monthly NWA:</u>	<u>Hourly O/T Rate</u>
Master	\$9,124.30	\$1,845.23	\$1,950.00**
Chief Engineer	8,901.74	1,800.23	1,950.00**
C/O; 1A/E	5,634.37	1,139.46	40.64
RO; ET	5,271.97	1,066.17	38.04
2/O; 2A/E	4,909.56	992.88	35.42
3/OM; 3A/E	4,277.12	864.98	30.86

Port Relief Rate:	\$33.28 per hour
Premium/Penalty Rate:	\$12.43 per hour
Engine Room Standby at Sea:	\$25.00 per tour (unattended E.R. vessels)
Engine Room Standby in Port:	\$12.43 per hour (unattended E.R. vessels)

* NWAs shall be added to the Base Wages for the purposes of calculating Vacation and MPB benefits for all Officers and also included for Masters, and Chief Engineers when employed aboard ship.

** Monthly payment (prorated) in lieu of all other forms of additional compensation unless otherwise provided.

B) FOS Officers:

1. Penalty Rate: The Penalty Rate shall be payable for "Delayed Sailing" in United States ports for all hours between two (2) hours after the posted time and one (1) hour before the letting go of the first line, unless the sailing board is changed within four (4) hours prior to departure. Penalty Rate is also payable when an Officer performs "dirty work" and/or "unlicensed work."



2. **Port Relief Rate:** The Port Relief Rate shall be paid for all hours Port Relief Officers are employed. Port Relief Officers shall be employed on weekends and holidays when a vessel is in FOS in a United States port or whenever otherwise requested by the Company. Weekends shall commence at 1700 hours Friday and end at 0800 hours Monday. Holidays shall commence at 1700 hours on the eve of the holiday and end at 0800 hours the day after the holiday. When Port Relief Officers are required but not employed, the applicable overtime rate shall apply for the shipboard Officer.
3. **Overtime:** For all hours of work performed in excess of eight (8) hours in any one (1) day on weekdays and for all hours of work performed on weekends and holidays, Officers (except Masters and Chief Engineers) shall be paid at their overtime rate.
4. **Overtime Rule:** When overtime is performed, such work shall be paid at one half (1/2) hour increments except of the first hour, which shall be a full hour. There shall be no pyramiding of overtime.
5. **Vacation:** Masters, Chief Engineers, Chief Mates, and First Assistant Engineers shall be entitled to thirty (30) days of paid vacation for each thirty (30) days of "shipboard employment." All other Officers shall be entitled to twenty-six (26) days of paid vacation for each thirty (30) days of "shipboard employment."
6. **GMDSS:** When a Radio Officer (RO) or Electronics Technician (ET) is not employed, an Officer who is properly GMDSS certified and actually performs communication duties, shall be compensated by an additional payment of \$1,800.00 per month, prorated when appropriate and allocated when more than one (1) qualified Officer performs such additional work.

II. Reduced Operating Status (ROS) & Repair Availability Status (RAV)

A) Wages:

The Weekly Base Wages and Hourly Overtime Rates to be paid to Officers employed on a vessel in ROS & RAV are as follows:

Effective on the first day of operation:

	<u>Weekly Base</u>	<u>Hourly Overtime</u>
Master	\$2,040.01	\$49.22
Chief Engineer	1,874.67	45.92
C/O; 1A/E	1,591.17	37.50
RO; ET	1,488.80	34.54
2/O; 2A/E	1,386.42	31.58
3/O; 3A/E	1,228.50	27.56

Premium/Penalty Rate: \$12.43 per hour



B) ROS/RAV Officers:

1. Work Week: The week shall be Monday through Sunday, during which Officers shall work Monday through Friday (0800-1700) with a mutually agreed upon rotating overnight, weekend and holiday watches or security checks as required. Weekly wages shall be divided by seven when determining earnings for Officers who work less than a full week; provided, however, that no Officer shall receive less than the above noted weekly rate of pay when such Officer works Monday through Friday and the vessel remains in ROS throughout the subsequent weekend.

2. Security Watches: Security checks/watches shall be shared equally by all shipboard Officers. There shall be no additional compensation for routine security watch standing; provided, however, that Officers, who are required to perform work during security checks/watches shall be paid at their overtime rate for all such hours. Merely answering an alarm or making routine rounds while standing such watches, is not considered "work performed."

3. Overtime: For all hours of work performed in excess of eight (8) hours in any one (1) day Monday through Friday and for all hours of work performed on weekends and holidays, all Officers shall be paid at their overtime rate. There shall be no pyramiding of overtime.

4. Penalty Rate: The Penalty Rate is payable when an Officer performs "dirty work" and/or "unlicensed work."

5. Call Back: It is understood and agreed that on holidays in port, the Security Watch Officers on all vessels and/or the Duty Engineers on unattended engine room vessels shall receive eight (8) hours of pay at their overtime rate. All other Officers called back to work on Saturdays, Sundays and holidays shall receive a minimum of four (4) hours of pay at their overtime rate.

6. Compensatory Time: Officers who elect to take compensatory time off instead of overtime payment will be entitled to hour for hour time off with pay. Compensatory time may be taken in conjunction with vacations.

7. Vacation and Sick Days: Officers shall earn one and a half (1.5) days of paid vacation and one (1) day of paid sick leave for each thirty (30) days on the payroll. Pay in lieu of time off for earned vacation days is permissible. Pay for vacation and sick days shall be paid directly by the Company.

8. Routine Tour. Officers assigned to a vessel when in ROS/RAV must remain aboard for at least one (1) Routine Tour, in the Officer's ROS capacity or higher, when such vessel is put into FOS.

9. Probationary Period: Officers assigned to a vessel when in ROS/RAV shall be considered probationary for the first sixty (60) days of employment. During this probationary period, the Company may terminate employment for any lawful reason and there shall be no recourse through the grievance procedure contained in the Agreement.



III. FOS and ROS/RAV Miscellaneous

A) Wage Increases and Commencement of Wages:

1. There shall be an increase of three percent (3%) of Total Labor Cost (TLC) for Officers effective each anniversary date for the duration of this Agreement commencing with the second anniversary date. TLC is defined to include all rates of pay (Base Wages and NWAs), overtime, all other forms of compensation paid and all benefit contributions. TLC excludes feeding, transportation, overlap costs and taxes.

2. Wages shall commence. no later than the day the Officer actually "turns-to" aboard the vessel.

3. All wages and benefits shall apply as specified herein regardless of vessel location.

B) Transportation, Subsistence and Lodging:

1. Transportation:

a) Launch service to and from a vessel shall be provided, when necessary, at Company's expense.

b) For air travel, unless otherwise provided, between home and ship and vice versa, and from one Company ship to another Company ship, Officers shall receive economy class air transportation and be reimbursed for reasonable expenses associated with such travel. For other travel, Officers' travel expenses shall be reimbursed in accordance with the government's Joint Travel Regulations (JTR) for the area in which the travel occurs.

c) A "travel per diem" equal to the Daily Base Wage (Monthly Base divided by 30 for FOS, or Weekly Base divided by 7 for ROS/RAV) shall be paid to Officers required to join a vessel outside the Continental United States, nearby foreign and the State of Hawaii (fringe benefit contributions are not required), starting the day the Officer flies out or is scheduled to fly out directly to the vessel and ending the day the Officer boards the vessel. For travel between one Company ship to another Company ship, covered herein, Officers' wages shall continue at the rate the Officers are employed and all benefit contributions shall be made by the Company.

2. Subsistence and Lodging:

a) Officers shall, at all times, be housed and fed aboard the vessel upon which employed or another Company vessel that is "nested" alongside.

b) Subsistence and lodging expenses incurred because housing and/or ^{properly} prepared hot meals are not provided aboard ship or the nested vessel shall be reimbursed in accordance with the government's Joint Travel Regulation (JTR) for the area.



c) Holidays

1. There shall be ten (10) paid holidays for all Officers as follows:

- a) New Years Day
- b) Martin L King Birthday
- c) President's Day
- d) Memorial Day
- e) Independence Day
- f) Labor Day
- g) Columbus Day
- h) Veterans' Day
- i) Thanksgiving Day
- j) Christmas Day

2. Recognized holidays shall be celebrated on the day proclaimed by the Federal Government otherwise on the day they occur or on the subsequent Monday if occurrence is on a Saturday or Sunday.

D) Status and Manning Scales:

1. "ROS", "RAV", and "FOS" shall be defined in the resultant agreement between MARAD and the Company.

2. While in ROS/RAV, the manning scale shall be as agreed upon between MARAD and the Company.

3. While in FOS, the manning scale shall be as agreed upon between MARAD and the Company.

4. The manning scales in sub-sections D2 and D3, herein and directly above, shall be adjusted only in accordance with the provisions of the Agreement between MARAD and Company; provided, however, that the manning scale shall always be no less than that required by the Certificate of Inspection issued by the United States Coast Guard.

E) Unattended Engine Rooms:

1. For unattended engine room at sea or in port, the number of routine tours of the engine room to be conducted during weekdays, weekends and holidays shall be determined by the Company and Chief Engineer.

2. In port, when a Duty Engineer is required to remain aboard the vessel between the hours of 5 P.M. and 8 A.M. on weekdays and all hours on Saturdays, Sundays, and holidays, such Engineer shall be paid at the Engine Room Standby in Port hourly rate of pay for all such hours; provided, however, that such Duty Engineer shall be paid, in lieu of the Engine Room Standby in Port hourly rate of pay, overtime for all hours of work performed during such hours.



3. At sea, for each routine tour of the engine room, the Duty Engineer shall receive the Engine Room Standby at Sea rate of pay and be paid overtime for all hours of work performed between the hours of 5 P.M. and 8 A.M. on weekdays and all hours on Saturdays, Sundays and holidays.

4. In port or at sea, no additional compensation shall be paid to the Duty Engineer who merely answers an alarm.

F) Benefit Contributions:

1. The Company agrees to become and/or remain party to the various benefits plans and entities and to make contributions thereto in accordance with the Confidential Contribution Letter attached and made part hereof.

2. Except as may be otherwise provided, all benefits contributions shall be made on a day for day basis, that is, when a vessel is in ROS/RAV such contributions shall be made monthly on a seven day week basis (daily contribution rate multiplied by 365 then divided by 12). When a vessel is in FOS such contributions shall be made on the well-established practice of monthly payments within the Rules and Regulations of the various benefit plans.

IV. Bonus Payments

A) Dangerous Cargo Bonus:

1. When carrying "Dangerous Cargo" of fifty (50) long tons or more, Officers shall be paid an additional ten percent (10%) of their Base Wages commencing the day of commencement of loading through the day of discharge of such cargo.

2. For this purpose, "Dangerous Cargo" is defined as Class "A" munitions or dangerous explosives in accordance with the Interstate Commerce Commission's classification, such as:

- a) Ammunition for cannons of 27 mm (1.5 in) caliber or larger;
- b) Ammunition for cannons with explosive projectiles;
- c) Projectiles, grenades, bombs, mines, torpedoes;
- d) Black powder or low explosives;
- e) Ammunition with explosive bullets;
- f) Ammunition with explosive chemicals;
- g) High explosive such as dynamite, etc.;
- h) Initiating or priming explosives such as blasting caps; and
- i) Nuclear explosives.

3. This section shall not apply to small arms, ammunition, signaling devices, etc., carried for the protection of the ship.



B) War Zone and Imminent Danger Zone Bonuses:

1. While a vessel is being operated in or traversing waters described as being a "War Zone" by an appropriate U.S. Government Agency, all Officers shall receive a bonus equal to one hundred percent (100%) of Base Wages on a day for day basis.
2. While a vessel is being operated in or traversing waters described as being an "Imminent Danger Zone" by an appropriate U.S. Government Agency, all Officers shall receive a daily bonus equal to the bonus paid to U.S. Military Personnel assigned to the area, or, civil mariners, whichever is higher.
3. For BI and B2 herein and directly above, the appropriate bonus shall be paid effective the day the vessel enters the "zone" and shall terminate effective the day after the vessel departs the "zone," or effective the day the respective "zone" designation is withdrawn by the appropriate U.S. Government Agency, whichever occurs first.

C) Other Bonuses:

1. A "Harbor Attack Bonus" and a "Vessel Attack Bonus" of six hundred dollars (\$600.00) and one thousand dollars (\$1,000.00), respectively, shall be paid to all Officers on a per incident basis.
2. Warning shots across the bow in compliance with International Law does not constitute an "attack" of any kind.
3. It is understood that when a "Vessel Attack Bonus" is paid, no "Harbor Attack Bonus" shall be paid for that particular harbor on that particular day.

D) Additional Insurance:

1. For the duration that a vessel is in the above described "zones," the Company shall provide to Officers, at its own cost, insurance covering loss of life, disability, including dismemberment and loss of functions, detention and loss or damage to personal effects, by a policy substantially in the form of the Second Seamen's War Risk Policy.
2. The policy amounts payable under such war risk insurance shall be the same as those described in the Second Seaman's War Risk Policy except that the benefit for loss of life shall be six hundred thousand dollars (\$600,000.00).



MEMORANDUM OF UNDERSTANDING
2000 Amendment, Pension Benefits

THIS MEMORANDUM OF UNDERSTANDING entered into by and between Crowley Liner Services, Inc. (Herein Company) and American Maritime Officers (herein UNION) and is binding upon themselves, their successors and assigns.

WHEREAS, the Parties hereto have outstanding a collective bargaining agreement as amended, from time to time by arbitrations or through discussions, (herein Agreement) covering licensed Officers employed aboard Company owned or operated U.S. flag ocean-going vessels; and

WHEREAS, said Agreement provided that the wage levels in effect as of January 1, 1997, are to be used for the calculation of pension benefits by the AMO Pension Plan; and

WHEREAS, the Parties hereto wish to amend the Agreement in accordance with the advice of the Plan actuary.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. Effective and retroactive to August 1, 2000 the Agreement shall be amended only to extent noted below:

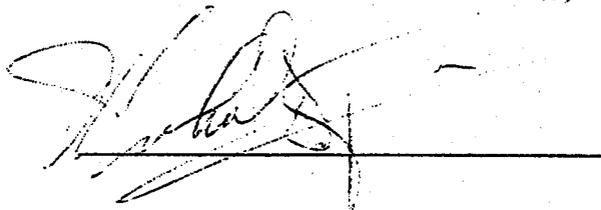
All provisions in the Agreement regarding levels of wages to be used for calculating pension benefits shall be deleted and substituted by:

"Effective August 1, 2000, the Monthly Benefits/Monthly Wages used for the purpose of calculating pension benefits shall be at levels no higher than those in effect January 1, 2000."

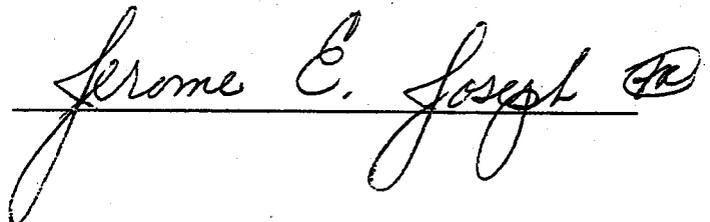
2. Please sign and return one (1) executed original to the undersigned.

AGREED TO THIS 28th DAY OF Sept, 2000.

COMPANY:



UNION:





American Maritime Officers

A National Union Celebrating 50 Years

490 L'Enfant Plaza East SW • Suite 7204
Washington, D.C. 20024
(202) 479-1166 • FAX (202) 479-1188



ISO 9002

Michael R. McKay
National President

October 20, 2000

Jerome E. Joseph
National Executive Vice President

Mr. Michael DiPrisco, VP Labor Relations
Crowley Liner Services, Inc.
9487 Regency Square, Blvd.
Jacksonville, FL 32225

Re: Confidential Contribution Letter
RFP DTMA 91-97-R-00002 - RRF - Fleet Supplement

Dear Mr. DiPrisco:

In connection with the Memorandum of Understanding, executed simultaneously herewith, covering Officers to be employed on board the above captioned ships as a result of the captioned MARAD solicitation, please be advised of the following required contributions rates to the various AMO Plans and entities:

Contributions are to be made for all days of "covered employment" which is defined as all days for which wages, earned or unearned, are paid.

ROS/RAV:

Effective on the First Day of Operation:

- TO: AMO Vacation Plan (*for distribution to other Plans - not for the payment of the benefit*) - \$29.29 PMD**
- TO: AMO Pension Plan (+) 13.93 PMD**
- TO: AMO Medical Plan (+) \$30.36 PMD**
- TO: Money Purchase Benefits Plan (MPB) three (3%) percent of weekly rate
- TO: FRET 95¢ PMD**

**Contributions are to be made on a seven (7) day a week basis, that is, the daily rate x 365 divided by 12.

FOS:

- TO: AMO Vacation Plan:
For Group 1: 126.72%* of Base and NWA plus \$24.47 PMD (30/30 vacation benefit)
For Group 2: 112.19%* of Base and NWA plus \$24.47 PMD (26/30 vacation benefit)

THE INFORMATION CONTAINED HEREIN IS STRICTLY
CONFIDENTIAL AND CANNOT BE RELEASED, IN PART OR IN
WHOLE, WITHOUT SPECIFIC WRITTEN PERMISSION FROM THE
COMPANY AND THE UNION.

A Tradition Of Growth, Stability And Excellence

Confidential Contribution Letter
DTMA91-97-R-00002
RRF Fleet Supplement

- TO: AMO Pension Plan: (+)
For Group 1: \$25.72 PMD
For Group 2: \$24.01 PMD
- TO: AMO Medical Plan: (+)
For Group 1: \$42.60 PMD
For Group 2: \$40.95 PMD
- TO: AMO Money Purchase Benefit. (MPB).
For Group 1: Four (4%) percent of Base plus NWA
For Group 2: Three point seventy three (3.73%) percent of Base plus NWA
- TO: FRET 95¢ PMD (both Groups).

*subject to FICA Fluctuations.

(+) contributions are to be made for all days for which unearned wages are paid.

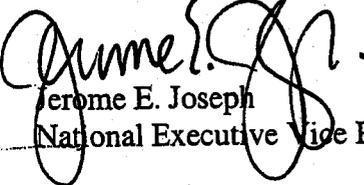
Group1 includes Masters, Chief Engineers, Chief Officers & 1st Assistants
Group2 includes all other Officers

PMD = per man per day

NWA = Non-Watchstanding Allowance

Kindly indicate your agreement to the above by signing in the space provided below and return one (1) executed original to the undersigned.

Very truly yours,
American Maritime Officers


Jerome E. Joseph
National Executive Vice President

AGREED TO: 

THE INFORMATION CONTAINED HEREIN IS STRICTLY
CONFIDENTIAL AND CANNOT BE RELEASED, IN PART OR IN
WHOLE, WITHOUT SPECIFIC WRITTEN PERMISSION FROM THE
COMPANY AND THE UNION.

