

AGREEMENT BETWEEN

KEYSTONE SHIPPING CO.

AND

**NATIONAL MARITIME UNION of AMERICA (NMU)
AFL-CIO**

FOR THE OPERATION OF

OCEAN GOING VESSELS

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LABOR AGREEMENT

ARTICLE I

GENERAL PROVISIONS

Section 1. Collective Bargaining Agent. Keystone Shipping Co. (Hereinafter referred to as the "Company" hereby recognizes the National Maritime Union of America, its successors and assigns (hereinafter "NMU" or "Union") as the exclusive bargaining agent for the Unlicensed Personnel aboard certain vessels operated by the Company.

Section 2. Duration of Agreement. This Agreement shall be deemed a New Agreement (hereinafter "Agreement") to become effective January 10, 2000 and continue in full force and effect until Midnight December 31, 2005, and shall continue from year to year thereafter unless either party shall give written notice to the other of its desire to amend the Agreement, or be given written notice of its desire to terminate the Agreement, either of which shall be given at least sixty (60) days, but no sooner than ninety (90) days, prior to the expiration or anniversary date. In the event either party serves notice to amend the Agreement, all the terms and condition of the Agreement in effect at the time of notice to amend shall continue in effect until either mutual agreement on the proposed amendments or an impasse has been reached.

Section 3. Crewing. It is the intention of this agreement that the Union shall furnish the Company with trained, certificated, competent and medically fit persons who possess currently valid documents in the required ratings. In a timely manner when and where they may be required by the Company.

Section 4. Grievance and Arbitration Procedure.

A. Department Spokesmen. The Unlicensed Personnel of each department employed on board vessels operated by the Company shall have the right to designate a spokesman by and from that department. Where the Unlicensed Personnel so desire, an additional spokesman may be designated as ship's chairman. The Company shall recognize the spokesman so designated as the representative of the Unlicensed Personnel for the purpose of adjusting grievances during the course of the voyage.

B. Grievance Machinery. A dispute or grievance arising in connection with the terms and provisions of this Agreement shall be adjusted in accordance with the following procedure.

1. Any employee who feels that s/he has been unjustly treated or been subjected to an unfair consideration shall endeavor to have said grievance adjusted by the designated representatives of the Unlicensed Personnel aboard the vessel in the following manner:

- (a) Presentation of the complaint to his/her immediate superior.
- (b) Appeal to the head of the department in which the employee involved is employed.
- (c) Appeal directly to the Master.

2. If the grievance cannot be resolved under the provisions of paragraph B.1. of this Section, the decision of the Master shall govern until the dispute can be referred to a representative of the Union who, if s/he believes it has merit, shall attempt to resolve it with a representative of the Company. The Company reserves the right, where necessary, to refer a dispute to its head office for final settlement. Similarly, the Union reserves the right, where necessary, to refer a dispute to its National Office for disposition with the head office of the Company. It is understood, however, that this right will be used sparingly and that both Parties will make every effort to settle disputes in the port where they arise.

3. If an employee is unable to pursue the provisions set forth in paragraph B.1. of this Section because that grievant is not aboard a vessel, the grievant may present the grievance, provided that it is in writing, to a Union representative. The Union representative may then pursue the grievance using the procedure set forth in paragraph B.2. of this Section. Unless extenuating circumstances exist, all grievances shall be presented no later than thirty (30) days after the ship pays off.

4. In the event the Company alleges that there has been a violation of any of the provisions of this Agreement, it shall within thirty (30) days of the alleged violation or within thirty (30) days after the first pay-off following the alleged violation, whichever occurs sooner, advise the Union in writing of the facts concerning the violation, the specific Sections of the Agreement violated, and the relief sought. The Union shall respond in writing to the head office of the Company within fifteen (15) days of the receipt of the Company's grievance, following which the Company and the Union will meet and endeavor to resolve the grievance.

C. Arbitration Procedure. If any dispute or grievance arising under the terms of this Agreement is not adjusted and settled in the manner herein before provided, same may be submitted, by the Union or the Company as the case may be, within thirty (30) days from the time the grievance has been finally denied under Section 4.B., 2., 3., or 4. of this Article to Arbitration.

1. In appointment of arbitrator, the Parties shall attempt to select an arbitrator within ten (10) days of the request for Arbitration. If the Parties are unable to agree upon an arbitrator, the Labor Arbitration Rules of the American Arbitration Association shall apply. Compensation for the Arbitrator shall be split equally between the Parties to the dispute. The Arbitrator shall only have jurisdiction and authority to interpret, apply, or determine compliance with provisions as written in this Agreement and all such Agreements included by reference herein, but shall not have jurisdiction or authority to add to, detract from, or alter in any way the provision(s) of this contract.

2. In the case where it is alleged that "no strikes" or "no lockouts" provisions of the Agreement are being violated, the aggrieved Party may demand immediate arbitration of the dispute. Said demand shall be made by notice in writing delivered by hand, by registered mail, by fax or by

telegram, return receipt requested, given to the other Party. The Arbitrator shall be selected pursuant to the expedited rules of the American Arbitration Association. Said arbitrator shall hold an arbitral hearing as expeditiously as possible but in no event later than twenty-four (24) hours after receipt of said demand. The award of the arbitrator shall be issued forthwith and in no event later than three (3) hours after the conclusion of the hearing unless the aggrieved Party agrees to waive this time limitation with respect to all or part of the relief requested.

3. Should either the Company or the Union be of the opinion that a particular dispute or grievance is of such a nature as to require expeditious determination said party may waive the grievance procedure set forth above and request that the dispute or grievance be referred to arbitration immediately. In such case the dispute or grievance shall be asserted by notice in writing to the other Party and to the arbitrator selected by the expedited Rules of the American Arbitration Association. Following the receipt of such notice, the arbitrator shall convene a hearing at the earliest possible moment and proceed to resolve the dispute. The arbitrator shall render his decision in writing within forty-eight (48) hours after the conclusion of the hearing. The failure of any Party to attend the arbitration hearing as scheduled by the arbitrator shall not delay the arbitration and the arbitrator is authorized to proceed to take evidence and to issue and award as if each Party were present.

4. The award of the arbitrator shall be in writing and may be issued with or without opinion. If any Party desires an opinion, one shall be issued, but its issuance shall not delay compliance with and enforcement of the award.

5. The decision of the arbitrator shall be final and binding upon the parties. Questions relating to manning of vessels shall not be subject to arbitration.

D. Authority of Master. It is understood and agreed that nothing contained in this Agreement is intended to or shall be construed so as to restrict in any way the authority of the Master or prevent the obedience of any member of the crew to any lawful order of any superior. Union meetings on board ships are not valid reason for a person to leave their station unless released by proper authority which permission shall not be unreasonably denied.

Section 5. Stoppages of Work. The Unlicensed Personnel and the Union agree that during the life of this Agreement and during any period of arbitration as provided for in Section 4 there shall be no work stoppages of any type, including but not limited to strikes, boycotts, slowdowns or sickouts. Nor shall there be any stoppages of work as a result of primary picketing, secondary picketing, protests against unfair labor practices, contract violations, social or political protests and any other protests or interruption or interference with work onboard the vessel(s).

Failure of members of the Union to sign articles promptly because of any disputes that can and should be settled by the grievance machinery provided for in Article 1, Section 4, shall constitute a stoppage of work. Members of the Union participating in any such stoppage of work shall be subject to discharge by

the Company. A violation of this provision shall render this Agreement null and void at the option of the Company.

Section 6. Lockouts. The Company agrees that during the life of this Agreement there shall be no lockouts of the Unlicensed Personnel. However, this Section shall not prevent the orderly termination by the Company of the employment of any or all of the Unlicensed Personnel on any vessels as and in the manner provided by the Shipping Articles nor shall it prevent the discharge of any member of the Unlicensed Personnel for just cause.

Section 7. Passes and Insurance. Authorized representatives of the Union shall have the right to board the vessels operated by the Company and covered by this Agreement at reasonable times, subject to military regulations or operational requirements and any other regulations mutually satisfactory to the Union and the Company, for the purpose of consulting with the Unlicensed Personnel employed thereon. Immediately upon boarding the vessel, the representative(s) will personally advise the Master they are onboard for union business and provide appropriate identification.

The Union shall take out insurance which will protect the Company and subsidiary or affiliate Companies against any and all claims, loss of life, or injury occurring to a representative of the Union while on the property or while on board a vessel of the Company while said property or said vessel is owned, chartered, leased, or operated by the Company and shall furnish satisfactory evidence of such insurance for the benefit of the Company.

Section 8. Employment Review Board. An Employment Review Board (hereinafter referred to as the "Board") shall be established consisting of two (2) members, one appointed by the Company and one appointed by the Union. The purpose of the Board is to ensure an orderly and available pool of trained certified, competent, medically fit, dependable unlicensed personnel, literate in English, suitable for the position onboard the vessels. The Company shall have the right to approve or reject each crewmember. Any crewmember discharged for cause, shall not be eligible for future employment aboard a Company vessel. If for any reason an employment office fails to refer satisfactory personnel to fill vacancies at a time fixed by the Master, the Company will be free to fill vacancies from any source.

A. The Board is hereby authorized and empowered to perform the following functions:

1. To prepare and make available annually for inspection by properly interested Parties a list of unlicensed seamen who meet the requirements for Group 1 and Group 1 (A) status.
2. To establish and publish rules and regulations for obtaining and retaining Group 1 and Group 1 (A) status.
3. To establish shipping rules which shall be deemed to be part of and incorporated into this Agreement provided such rules are not inconsistent with the provisions of this Agreement. In the event the Shipping Rules and the Agreement are in conflict, the Agreement shall prevail until such time as the Board meets to resolve any inconsistencies.

4. To make such amendments to this Section, and to its rules and regulations as to Group 1 and Group 1 (A) status as will adequately maintain the required reserve of unlicensed seamen in the "Regular Employment Pool." Such amendments shall become effective seventy-two (72) hours after they have been adopted. The rules and/or amendments shall be available in all Board operated employment offices.

5. To consider any written complaint by any unlicensed seaman who feels that s/he has either been improperly excluded from any one of the priority groups established under this Article or that the Board has unreasonably refused to register or refer him/her for employment notwithstanding the priority group to which s/he may belong. Such complaint shall be addressed to the Secretary of the Board, who shall be appointed by the Board. The Board shall consider such complaints at its meeting; and said Committee shall issue its decision within twenty-four (24) hours after said meeting. In the event of a deadlock, the issue shall be submitted to arbitration as provided for in this Agreement.

6. To grant Group 1 status to seamen with particular skills for which a shortage then exists in the "Regular Employment Pool".

B. The Company agrees that during the period this Agreement is in effect it will, except for the positions set forth in Section 8.H., procure all Unlicensed Personnel in the Deck, Engine and Stewards' Departments from Keystone's Employment Pool or through the employment offices established under this Agreement. All job applicants shall complete and forward to the company and sign the ISM Application Dispatch Sheet and complete and submit the Keystone Unlicensed Training Summary. Job applicants shall be referred in the following order of priority: (If for any reason an employment office fails to refer satisfactory personnel to fill vacancies at a time fixed by the Master, the company will be free to fill such vacancies from any source). A seaman initially dispatched for a steady position shall be subject to a probationary period of up to sixty (60) seagoing days (for relief positions, up to thirty (30) seagoing days) during which time the Company shall have the right to discharge the employee for any lawful reason (as described in subparagraph B. above) subject to the payment of full wages and benefits during the period of employment, and return transportation.

1. Group 1(A). Those who have been certified by the Employment Review Board as belonging to Group 1(A) Keystone Employment Pool. A list containing the names and social security numbers of unlicensed seamen in this group shall be maintained and made available by the Employment Review Board.

2. Group 1. Those who have been certified by the Employment Review Board as belonging to the "Regular Employment Pool". A list containing the names and social security numbers of unlicensed seamen in this group shall be available for inspection in every employment office established under this Agreement.

3. Group 2. Those who have been employed as unlicensed seamen for at least thirty (30) days in the aggregate of 360 days immediately preceding the date of application for Group 2 status on any ocean-going vessel by employers subject to this agreement with the Union.

(a) Those who have successfully completed company required training for certification/ recertification courses accredited by the Employment Review Board such as the NMI Education Plan.

(b) Those who have served aboard vessels while in the Armed Forces of the United States for at least 30 days and who, upon application, submit valid Coast Guard papers based upon the military transcript of such service.

4. **Group 3.** All others who upon application submit validated Coast Guard papers.

C. The Board shall not be required to register or may deregister for employment any unlicensed seaman whom it does not consider to be suitable for employment. In passing upon the suitability of applicants for registration, the Board shall give consideration to matters, but not limited to those listed in subparagraph (a) below:

1. Suitability for Employment

(a) Elements to Consider

- (1) drunkenness or use of or possession of alcohol
- (2) illegal possession of or use of narcotics or controlled substances
- (3) illegal possession of or use of lethal weapons
- (4) vicious tendencies including verbal or physical abuse
- (5) immoral or indecent conduct
- (6) unreasonable absence from duty, failure to report for duty on time
- (7) disloyalty to the United States
- (8) intentional falsification or fraudulent use of any shipping document including, but not limited to, merchant mariner's documents, certificates of discharge, pay vouchers, medical examinations, etc.
- (9) mental illness
- (10) stealing or misappropriation of company property
- (11) insubordination
- (12) smuggling of contraband
- (13) sleeping or absence while on duty
- (14) smoking, carrying matches or lighters in forbidden areas
- (15) failure to immediately report accidents or personal injury to properly delegated authority.

2. In the event that any unlicensed seaman is denied the right to register for employment or is deregistered, or is refused referral for employment by the Board, s/he shall promptly be notified of the reasons and basis for such action and of his/her rights of appeal from said decision.

3. Any seaman desirous of appealing from said decision shall, within thirty (30) days of receipt of the adverse decision, notify the Board in writing of his/her objection to the decision stating the grounds thereof. Such appeal shall be addressed to the Secretary of the Employment Review Board.

4. The Board shall schedule a hearing of any such appeal within fifteen (15) days of receipt thereof and a decision in writing shall be issued within twenty-four (24) hours after the conclusion of said hearing, excluding weekends or holidays. The Board shall exercise its discretion as to whether to permit a seaman to register or be referred for employment pending a final decision of the appeal, whether by the Board or by arbitration.

5. In the event that the Board is deadlocked in its consideration of the appeal after hearing, the matter shall be submitted to arbitration in accordance with paragraph C.3. of this Section.

D. Continuous Employment. Unlicensed personnel may remain continuously employed on the vessels operated by the Company, provided they meet the Employment Review Board rules and regulations as to Group 1(A) or Group 1 status and retain such status; and, provided further, that the Company and the employees desire such employment to continue.

1. An employee shall not be eligible for a leave of absence, other than a vacation, illness or accident, until s/he has achieved six (6) months of continuous service with the Company, unless the request for leave is due to extraordinary circumstances. Any leave of absence may be extended for reasonable cause upon written notice to the Company and the Union. The maximum allowable leave of absence shall be six months. Continuous service does not include shipyard lay-up unless the unlicensed seaman remains in the employ of the vessel during the period the vessel is in the shipyard. No vacation shall be payable during such leave of absence. It shall be the employee's obligation to maintain contact with the Company.

(a) Seaman shall be entitled to medical leave of absence for a period not exceeding one year provided.

(b) S/he obtains a medical leave of absence for a specified period if possible; and,

(c) S/he is deemed Unfit for Sea Duty for such time as s/he is on medical leave of absence; and,

(d) Where the period of medical leave of absence cannot be specified or if it should exceed the specified period, then it shall be the obligation of the seaman to notify the Company in writing at least seven (7) days before the arrival of the vessel on each succeeding trip which s/he is unable to make because of this disability.

E. Unlicensed Personnel may be promoted at the option of the Company.

F. Whenever an applicant for employment is deemed unsatisfactory to the Company, the Company shall promptly notify the employment office from which s/he was referred of its decision not to accept and such employment office shall promptly furnish a replacement. If, for any reason, said employment office fails to refer satisfactory personnel to fill vacancies at a time fixed by the Master, the Company shall be free to fill such vacancies from any source. It is further agreed that any personnel selected under this Section by the Company shall not be discriminated against by the Union.

G. The following ratings may be selected or employed from within or without the employer offices: Chief Steward, Steward Cook, and Steward/Baker. The following ratings may be selected from the Company or Union Employment Pool Bosun, Elect/DEMAC, DEMAC Electrician, Pumpman, and QMED.

The following positions shall have training and or recertification training every five (5) years: Chief Steward, Steward Cook, Steward Baker, Bosun, Pumpman, Electrician, DEMAC and QMED. In accordance with ISM/requirements, a record of this training shall be forwarded to the company.

H. No Discrimination. The Company and the Union shall in no way discriminate against an person covered by this Agreement because of race, color, religion, creed, gender, age, national origin, disability, or veteran status or any condition or circumstance protected by applicable law. The Company shall not discriminate against any person covered by this Agreement because of membership in the Union. However, each employee shall be subject to the negotiated work rules and to the Shipping Rule established by the Employment Review Board.

The Union and the Company understand that the Americans with Disabilities Act (ADA) imposes certain obligations on the Company with respect to the employment rights of employees and applicants for employment. The Union and the Company agree to cooperate in efforts to comply with the provisions of the ADA, including the requirement that the Company make reasonable accommodations in a good faith effort to accord equal employment opportunities to individuals with disabilities.

1. The Board shall post a copy of Section 8.C.1. in every employment office in place where notices for employment are customarily posted. The Company shall post a copy of Section 8.C.1 in places where notices to employees and applicants for employment are customarily posted.

2. The Parties understand that the provisions of this Section are in compliance with federal and state laws. If any part hereof is held to be in conflict therewith, the Parties shall negotiate provisions to the extent necessary to insure compliance, and to the extent that such provisions are so held to be in conflict, they shall be deemed inapplicable, but only with respect to the particular state involved or the federal government, as the case may be.

Section 9. Replacements. In domestic ports, members of the Unlicensed Personnel will be required to give seventy-two (72) hours notice of quitting a vessel and shall stay aboard until properly relieved. The management, on its part, will notify the employment office as promptly as possible of the need for replacements. The Union on its part shall select replacements from Group 1(A) whenever possible.

The normal tour of duty shall be a minimum of one hundred twenty (120) days. This may be increased up to an additional thirty (30) days to accommodate the operational needs of the vessel, transportation arrangements, securing a proper relief and securing the proper documentation/ clearance from the government/port authority. It is the desire of the parties to have the tours be a normal cycle of approximately one hundred twenty (120) days. Unlicensed personnel shall not depart the vessel without being properly relieved, unless specifically authorized to do so in writing by the Master, before the arrival of such relief.

Section 10. Time for Reporting & Being Aboard.

A. Time for Reporting. The following procedure will apply in ordering personnel under the Employment clause of the Agreement: Personnel referred by the Employment Office shall report to the Company office or to the vessel within three (3) hours, or as instructed by the Company. Personnel who fail to report as above shall not be entitled to a day's pay unless turned to. They shall, however, report to the office or ship that same day.

B. Time for Being Aboard. All members of the Unlicensed Personnel shall be aboard the vessel and ready for sea at least one (1) hour before the scheduled sailing time. In the event any member of the Unlicensed Personnel fails to report aboard the vessel ready for sea at least one (1) hour before the scheduled sailing time, the Company may call the employment office and the employment office shall furnish a replacement. If the original member reports after the Company has called for a replacement, the man sent by the employment office as such replacement shall receive two (2) days' pay provided he passed the pre-employment physical, which two (2) days' pay shall be paid by the member who was late in reporting for duty.

Section 11. Check-Off. The Employers agree to a check-off of membership dues to the Union through the NMU Vacation Plan upon receipt by the Plan of duly executed voluntary dues deduction authorization forms.

The Union agrees to indemnify and hold harmless the Employer from any and all liabilities which they or the Vacation Plan may have as a result of dues paid to the Union from the vacation pay of Employees.

Section 12. Union Membership and Service Fee. It shall be a condition of employment and/or registration for employment that employees and applicants for employment covered by this Agreement who have thirty (30) days of employment time on Unlicensed Division contract vessels, shall either be members of the Union in good standing, or if they are not members of the Union, shall tender to the Union the initiation fee and periodic dues uniformly required of Union members in the Union's Deep Sea group. The obligation of non-members of the Union to tender the foregoing payments shall commence upon completion of thirty (30) days of employment of the non-member on an Unlicensed Division contract vessel. The Union agrees to offer membership to any employee covered by this Agreement upon completion of thirty (30) days of employment on an Unlicensed Division contract vessel, provided the employee tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership in the Deep Sea group of the Union. All other employees and prospective employees covered by this Agreement who are not members of the Union shall be required to pay the applicable quarterly service fee, while registered for employment in consideration of the services which they receive by reason of the administration of this agreement and representation of such employees. This service fee shall be payable in advance at the time of registration and shall be good for ninety (90) days from date of payment. The failure of any employee to either maintain himself as a member in good standing in the Union, or in the case of a non-member, to tender any payments required of him by this Section, shall be sufficient grounds for discharge from employment and/or removal from the Joint Employment Committee referral list.

Section 13. Physical Examinations.

A. Annual physical and dental examination shall be required of all unlicensed personnel every twelve (12) months. The annual physical shall be performed at one of the NMU Diagnostic Centers or designated clinics. The dental examination may be performed at an approved facility. It shall be the obligation of the seaman to keep their annual physical and dental examinations current. In conjunction with the required annual (12 month) physical examination, those Seaman wishing to be certified for service on government vessels i.e.: MARAD and/or MSC will complete an MSC physical at that time. The Company shall retain the right to reject such Unlicensed Personnel as may be determined by the Medical Examiner to be unfit for employment in accordance with the physical standards. Before this service is instituted, the parties will agree on physical standards to be used in the examinations and will agree upon a procedure which will make the records of these examinations available to the pre-sign-on clinic/doctor. The Union agrees to certify by letter to the Company the date the annual physical and annual dental examination was satisfactorily completed. The Plan shall be responsible for the cost of the annual physical.

B. Pre-sign-on physical examinations, when required shall be given at a medical facility designated by the Company, at the expense of the Company. All applicants shall be screened during the pre-employment examination to ensure they are in good physical condition and do not have a history of inability to perform the physical requirements of shipboard employment. As per ISM Code, a copy of the pre-employment physical shall be faxed to the company along with other required documents.

C. Each applicant for employment shall be certified by a licensed physician to be "physically and psychologically fit for sea duty" prior to any assignment. Applicants shall not be accepted for employment if they have been repatriated for a medical or physical condition, unless a complete report from a licensed physician provides verification that the predisposing condition has been corrected or cured, and such report has been approved by the Company's physician.

D. In any instance where a seafarer in continuous employment is examined by a physician, either the seafarer or the Company may protest the "fit-for-duty" or "not-fit-for-duty" determination, in such instances the seafarer shall be re-examined by another physician. In the event that the opinion of the second physician concurs with that of the first physician, the initial finding shall stand. In the event that the second physician disagrees with the findings of the first physician, a mutually agreeable third examination shall be done. The findings of the third examination as to medical fitness for duty shall be final and binding upon the parties. It is agreed that no liability will result to the Company as a result of delays in employment necessarily incurred in connection with the foregoing procedures.

Section 14. Discharge. Nothing in this Agreement shall prevent the Company from discharging an unlicensed seaman who is not satisfactory to it, but any dispute arising therefrom shall be settled in accordance with Article I, Section 4, and the terms of settlement shall include a provision as to the payment of wages from the date of discharge. An unlicensed seaman who is discharged for cause shall be given, in writing, a written statement advising of the discharge and the reason for the discharge.

A. Pay-off Procedure. Unlicensed seamen who are dismissed or their employment terminated by the Company shall be paid all wages due them as follows:

1. If the vessel arrives on or before 12 Noon and the seaman is dismissed or employment terminated by the Company that day, shall be paid such wages on that date.

2. If the vessel arrives after 12 Noon, the seaman shall be paid such wages not later than 12 Noon of the day following dismissal or termination of employment by the Company.

3. If the seaman is dismissed or employment terminated by the Company while on payroll, shall be paid on the day of dismissal.

If the above is not complied with, a seaman shall receive wages (and board and lodging unless same have been provided by the Company) until and including day of pay-off, but only if such seaman has presented themselves at the designated time and place of pay-off.

4. A seaman shall be paid off in any United States port upon his/her request, even though under foreign articles, provided a replacement to meet the needs of the vessel is available and s/he

gives the Master a 72-hour notice, if possible, but shall not be entitled to transportation.

5. The Company will take responsible measures which would enable unlicensed seamen requesting a draw in a foreign port to obtain the same either in cash in U.S. money or in travelers check except where prohibited by local law.

6. The Company will not require Unlicensed Personnel to report on the weekends or holidays (except on the day of arrival or departure) for purposes of signing off or signing on if the same can practically be accomplished on another day. If the Company requires an unlicensed seaman to report on a scheduled day off, the scheduled day off will not be deemed to have been granted.

B. Duplication of Wages. There shall be no duplication of wages as the result of seamen joining or leaving the vessel. A seaman's pay shall start as of the day in which s/he reports for work aboard the vessel, unless the seaman s/he is replacing is being paid for the same day. In that case, seamen joining and leaving the vessel on the same day shall each be paid only for the hours in which they work aboard the vessel on that day. Only the seaman departing the vessel shall be entitled to pension, welfare, vacation and applicable fringe benefits for that day.

Notwithstanding the above, when joining a vessel in a foreign port a seaman's travel pay will commence on the date of fly-out and continue to and include the day a seaman reports onboard.

When departing the vessel, travel pay will commence the day following the last day of onboard wages and continue through the date of fly-back to the United States, provided, however, the travel pay shall not be paid for any days of lay over due to a seaman's personal decision to delay his/her return. Travel pay is not payable if the seaman is terminated for cause or departs the vessel prior to completion of a tour. Travel pay is not subject to benefit contributions.

Transportation shall be economy class or contract rates when joining or departing a vessel. Transportation is not payable in the case of discharge for cause, transportation is not payable in the case of quitting unless the seaman has worked onboard a minimum of 120 days, and is properly relieved.

Section 15. Loggings. It is understood (without prejudice to the Company's right to take appropriate action) that no seaman shall be caused to lose an entire day or watch when reporting late for work. S/he shall be turned to, if in condition to perform his/her duties, and may be logged for the period of time that s/he reported late.

Section 16. Statement of Earnings. Unlicensed crew members shall be given a complete record of a seaman's earnings and deductions for the voyage at the time of pay-off.

Section 17. List of Monies Due. The Company will furnish the Union quarter-annually a list setting forth the names of seamen and the sums of unclaimed monies appearing on the books of the Company. All such lists shall be arranged either in alphabetical order or in numerical sequence by social security number. On request, the Union will publish with the aforesaid list the individual Company's requirement for payment of such unclaimed money.

Section 18. Assigning Seaman to Higher Rating. If, because of illness or other reasons, a member of the Unlicensed Personnel is assigned to another rating higher than his/her own, s/he shall receive the higher rate of pay and work according to the working conditions of the new rating.

This Section is not meant to refer to members of the Unlicensed Personnel who, for a period, are assigned to the duties of a lower rating. Such persons shall not be subject to any change in pay.

Section 19. Division of Wages. When members of the Unlicensed Personnel are required to do extra work because a vessel sailed without the full complement required by the vessel's certificate, the wage of the absent seaman shall be divided among the seamen who actually perform this work, but no overtime or penalty time shall be included in such wages.

This Section shall be interpreted to provide for the payment of wages of any seaman who has failed to join, to those seamen who are assigned by the department head to and actually perform additional work necessary because of this absence.

In the event of a vessel sailing short of its normal complement but not less than the certificate requirement, there shall be no division of wages except as otherwise specified in departmental working rules.

Section 20. Equal Time Off. As circumstances permit, upon completion of a foreign, nearby foreign intercoastal or coastwise voyage all of the assigned Unlicensed Personnel who will remain on board and make the next voyage shall have time off (not to exceed eight (8) working hours or two (2) four (4) hour watches) in the payoff port or such other port as may be mutually agreed upon between the Master and crew member. The voyage shall commence at the time of signing of articles (foreign, nearby foreign intercoastal or coastwise) and continue until articles are terminated. In foreign, nearby foreign intercoastal, and coastwise trade, this time off shall be granted once if eight (8) hours or twice if granted in four (4) hour periods in each thirty (30) day period subject to the provisions below.

It is further understood that the Company is under no obligation to hire replacements for those relieved this being within the complete discretion of the Company.

Time off as described above shall be arranged where possible, by the Master, as circumstances permit provided however, that there shall be no cost to the Company for such time off when provided and no penalty to the Company in the event time off is not provided.

The Master of the vessel shall at all times determine the number of unlicensed seamen required for watches in port. This Time Off provision shall not affect the complement of unlicensed crew which, in the Master's discretion, is required for the safe and efficient operation of the vessel. The Master shall exercise the discretion granted in this clause in a reasonable manner. Seventy-two (72) hours notice prior to arrival in the port where relief is desired shall be given to the Master by the unlicensed crew member desiring time off.

The time off provision applies to foreign as well as nearby foreign, intercoastal or coastwise voyages. No time off shall be due a crew member until s/he has served aboard the vessel for fifteen (15) days. If, in the opinion of the Master, there is reason to believe that any newly hired seaman might not sign up for the next voyage, the Master shall have the right to withhold the time off s/he might otherwise grant to this seaman. If the Master elects to withhold the time off during the first fifteen (15) day period in the reasonable belief that the seaman might resign, the seaman shall be entitled to accumulate time off due him/her during his/her subsequent voyage in the event s/he does sign on.

Section 21. Continuous Employment. Continuous employment shall not be deemed to be broken by leaves of absence on account of illness, accidents, lay-ups for lack of work or leaves of absence for valid reasons from service on vessels operated by the Company; provided, however, that no vacation benefits shall accrue during such periods of absence.

Section 22. Vacation Plan. Pursuant to the agreement of June 22, 1951, the NMU Vacation Plan was established by an Agreement and Declaration of Trust; benefits set forth in the Plan are as follows:

A. Vacation benefits shall accrue at the rate of ten (10) days of vacation for each thirty (30) days of employment; days of vacation are not to be considered days of employment for vacation purposes.

B. While the individual's wishes will be considered wherever possible, vacations can be granted by the Company, only at such times and places as do not interfere with the operating necessities of the vessels.

C. The amount of vacation benefits shall be prorated in accordance with the average monthly base rate to which the employee was entitled in the period used for computing eligibility.

D. A Pro Rata Vacation benefit shall be given for periods of less than thirty (30) days, provided there is a minimum of thirty (30) days of employment, except that employees who:

1. are laid-off, complete their assignment, or terminate their employment for reasons beyond their control;

2. have a minimum of fifteen (15) days of employment for which vacation benefits have not been paid; shall be entitled to receive vacation benefits.

The Company agrees that it will be a participant of and make all requisite contributions to the NMI Vacation Plan for the duration of this Agreement.

Any seaman eligible for vacation hereunder must take his/her vacation in accordance with the Shipping Rules, unless in conflict with this Agreement in such case the Agreement shall prevail.

Any seaman who has accumulated employment time of 180 days for which no vacation has been taken must take all the vacation leave to which s/he is entitled at the conclusion of the voyage or relief assignment during which s/he accumulated the 180th day of such employment time. In the event a seaman refuses to take vacation leave from vessel at the conclusion of the voyage or relief assignment during which s/he accumulated his 180th day of such employment time and makes a subsequent voyage at the conclusion of such subsequent voyage, the job shall be deemed open and s/he shall be replaced in accordance with the Shipping Rules and the seaman shall lose the right to reshipe to the vessel.

In the event that the Company knowingly permits the unlicensed crew member who has accumulated 180 days of employment to remain aboard the vessel for a voyage or relief assignment subsequent to that on which the 180th day of employment was accumulated, the seaman shall be returned to the original port of engagement from the next United States, Continental or Puerto Rico port of call (as defined by the Shipping Rules) and a replacement ordered, all transportation to be paid by the Company.

A seaman receiving vacation benefits may not reshipe or take other covered employment prior to the termination of the period for which s/he is receiving vacation benefits, except seamen may reshipe within ten days of vacation expiration, unless a shortage of unlicensed personnel exist, then this provision may be waived with no penalty. The National Shipping Rules shall be amended to accomplish the above.

It is agreed that the Company will make reasonable efforts to enable permanent crew member contractually required to take vacation to leave the vessel at or as close to the port of original engagement as possible. In such cases, the relieving seaman may be required to sign separate shipping articles or sign a rider to regular shipping articles providing that s/he will pay off at this original port of engagement or as close as possible thereto.

The parties shall make such changes in the Shipping Rules as may be necessary to accomplish the foregoing.

In the event the Employer is delinquent in contributions to the NMI Vacation Plan on the last day of the month in which contributions were due, benefits shall then not be payable by said Plan until the Employer contributes into said Plan the appropriate contributions covering the period of employment for which vacation is claimed.

In the event that the Employer is delinquent in such₂₁ contributions, the Employer shall be liable directl

to the employee for the payment of vacation benefits.

Section 23. Pension and Welfare Plan. The NMU Pension and Welfare Plan was established by a Agreement and Declaration of Trust dated as of August 1, 1950, and benefits are determined by the Trustees of the Plan. The Company agrees that it will be a participant of and make all requisite contributions to the NMU Pension and Welfare Plan for the duration of this Contract.

A. Pensions. Employment aboard vessels covered by this contract shall be covered by the NMU Pension Plan.

B. Welfare. The Agreement and Declaration of Trust establishing the NMU Pension and Welfare Plan shall continue in full force and effect through the duration of this Agreement.

Section 24. Training. The Parties hereto have established an NMU Education Fund which shall be segregated Fund administered under the NMU Pension and Welfare Plan. The Company and the Union agree to develop an entry level apprentice program designed to hire and enroll qualified candidates to develop a source of trained, certificated, qualified Seamen. A Training Committee shall be established consisting of four (4) members, one half of whom shall be appointed by the Company, and one half of whom shall be appointed by the Union. The Committee shall meet as required, upon reasonable notice. No meeting shall take place unless there is at least one Company and one Union appointee present. The committee shall address such training, education, and apprentice program issues as shall properly come before them. The Company agrees to contribute a rate per man per day of covered employment for the operation of the NMU Education Fund. Contribution listed in the Appendix.

Section 25. Joint Employment Committee. For the purpose of defraying the cost and expenses of the operation and maintenance of employment offices from which the employers obtain unlicensed seamen the Company agrees to contribute a per man per day of covered employment. Contribution listed in Appendix B.

The Joint Employment Committee shall have the authority to receive the aforementioned contribution and hold them in an independent bank account, to direct such payments as it may deem appropriate to assist in the maintenance of an employment office procedure which will be adequate to protect the interests of the unlicensed seamen and to meet the requirements of the employers in this respect. The Committee shall have the authority to appoint an Administrator to carry out its decisions. In the event the Committee deadlocks, the matter at issue shall be resolved through the grievance machinery provided in the Agreement.

The Committee shall consist of four (4) members half of whom shall be appointed by the Company and half of whom shall be appointed by the Union. Any number less than all of either Company or Union representatives present at any meeting shall be authorized to cast the vote for all of said Union or Company representatives.

Section 26. Complement on Laid Up Vessels. When a vessel is inactive in port for any reason and Unlicensed Personnel are laid off, said Unlicensed Personnel shall receive transportation back to the original port of engagement.

In the event Unlicensed Personnel return to the vessel at the Company's request after the layoff transportation shall be paid back to the vessel.

A. When Unlicensed Personnel are employed on vessels out of commission, one seaman shall receive the same pay and subsistence, including room allowance, as that of the highest unlicensed rating for the department in which employed, but if more than one unlicensed seaman is employed each shall be paid at the rate prescribed and for the rating and capacity in which s/he is acting for the period in which s/he so acts. The Company shall at all times have the privilege of determining the number of Unlicensed Personnel to be so employed.

Section 27. Rest Periods. When members of the Unlicensed Personnel in the Deck or Engine Departments (other than seamen standing routine gangway watches, donkey watches or sea watches) are required to turn to on overtime between Midnight and 8 A.M., they shall be entitled to a rest period of one (1) hour for each hour worked between Midnight and 8 A.M., with the exception of seamen turning to on overtime after 6 A.M. weekdays, or on Saturdays, Sundays or holidays.

Such rest periods are to be granted between 8 A.M. and 5 P.M. on the same day and shall be in addition to the cash overtime allowed for such work. If rest period is not given or cannot be given because it interferes with the vessel's departure or movements, extra compensation will be paid in lieu thereof at the regular penalty rate.

No rest periods are due for tying up or letting go lines from or for a sea voyage between Midnight and 8 A.M.

No rest periods are due for intervals of time between work where overtime is continuous but crew members are not actually working.

Section 28. Midnight Lunch. If crew works continuous overtime until Midnight, hot lunch shall be provided at Midnight, thirty (30) minutes to be allowed for such meal, if the work continues. If the crew works as late as 9:00 P.M., coffee and lunch shall be provided. Thirty (30) minutes shall be allowed and be included in overtime if work continues. If crew works as late as 3 A.M., coffee and lunch shall be provided. Thirty (30) minutes shall be allowed and be included in overtime if work continues.

A. If the crew starts work at or before 9:00 P.M. and works continuous overtime until Midnight, hot lunch shall be provided at Midnight. If the work continues after Midnight, thirty (30) minutes shall be allowed for such hot lunch.

B. If crew works as late as 6 A.M., coffee shall be provided and if work continues after 6 A.M., thirty (30) minutes shall be allowed for coffee, which time shall be included as overtime.

C. The above does not apply to crew members standing routine, donkey or gangway watches.

Section 29. Fire and Lifeboat Drills. Preparation for emergency drills, such as stretching fire hoses; hoisting and swinging-out boats and so forth, shall not be done prior to the signal for such drill. Upon the completion of emergency drills, all hands shall remain at their stations for the purpose of securing boats and gear. The signal to dismiss shall not be sounded until this has been done. While at their emergency stations, members of the Unlicensed Crew may be instructed/trained in their emergency duties as required by the ISM Code by the officers/individuals who are responsible for training or emergency operations. The performance of the above shall not constitute a claim for the payment of overtime.

Except where required by law or by a government official when lifeboat or other drills are held on Saturdays, Sundays or holidays or before 8AM or after 4:30PM Monday through Friday, overtime shall be paid if performed off watch.

Section 30. Emergency Duties. In an emergency any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels in jeopardy and the lives therein, shall be performed at any time without extra compensation. Emergencies shall be deemed to exist when all members of a department are summoned and shall continue until they are officially dismissed, provided that this provision shall not be abused to avoid paying overtime.

In the event all members of a department are not called out in an emergency, all men off watch shall be paid overtime for work performed. If in excess of eight (8) hours that day.

This Section, however, is without prejudice to any rights of salvage which the Unlicensed Personnel may have.

Section 31. Safe Gear and Working Conditions. The Company agrees to furnish safe gear and working equipment, and safe working conditions at all times, and crew members shall use the gear and equipment in a safe manner and employ safe working procedures and habits at all times.

A life net furnished by the vessel shall be rigged under all gangplanks or accommodation ladders in such a manner as to protect or prevent a person from falling between the ship and the dock. Such life net shall be rigged and unrigged by members of the Deck Department as a normal routine part of docking and undocking procedure.

The Company shall furnish hard hats, hearing protection, coveralls and goggles which shall be worn when on duty. Each crewmember shall wear or use all or any personal safety/protective equipment or device as directed by the Master. All crewmembers will wear appropriate footwear at all times.

The Company agrees to maintain a safety program to guarantee full and adequate safety measures for the Unlicensed Personnel. The Company agrees to cooperate fully with the Safety Director appointed by the Union.

There shall be created a standing Committee on Safety/Training consisting of an equal number of person appointed by the Union and the Company to meet for the purpose of discussing problems of safety and training aboard vessels covered by this Agreement

Section 32. Jurisdiction.

A. Unlicensed Personnel. "It is agreed that" work traditionally assigned and/or performed Unlicensed Personnel shall not be performed by or assigned to any other persons provided Unlicensed Personnel are available, qualified, competent and prepared to perform such work. Regarding the meaning of the term available in the preceding sentence, Unlicensed Personnel who are performing routine assignment shall not be considered unavailable. The Company is obligated to make every reasonable effort to obtain replacements for any missing Unlicensed Personnel, when in a port where qualified seamen are available. Whenever such work is performed by persons other than Unlicensed Personnel (except under the circumstances provided above), such work shall be paid for at the applicable overtime rate and such payment shall be divided among the Unlicensed Personnel ordinarily required to perform such work. This paragraph is not intended to preclude an officer from performing:

1. Work involved in supervision direction, training and/or instructions of crewmembers.
2. Work in handling emergencies as outlined in Article I, Section 30 of this Agreement.
3. Such work as described in this section 32 when all hands in the department are participating in such work and/or all hands in the department have been offered the opportunity to work and have declined.

B. Customary Duties. Members of all departments shall perform the necessary duties for the operation of the vessel. It is understood that each crewmember shall perform the recognized and customary duties of their particular rating. Necessary work shall include the preparation and securing of cargo gear and the preparation of cargo tanks or holds for the loading or discharging of cargo. Necessary work shall also include the maintenance and operation of vessel equipment and machinery under the direction of the officer in charge. The above is not intended to restrict in any way or interfere with normal training of Cadets aboard ship.

Section 33. Port Time.

A. Commencement of Port Time.

1. A vessel shall be deemed to have arrived in port thirty (30) minutes after it has anchored or moored at or in the vicinity of a port (or other place of loading or discharging) for the purpose of loading or discharging cargo, loading or unloading containers whether empty or not, ballast, passengers or mail; undergoing repairs; bunkering alongside a dock; fumigation; lay-up; awaiting orders

or berth. The provision shall not apply to emergency anchorage or mooring solely for reasons of safety.

The term anchored or moored at or in the vicinity of a port (or other place of loading or discharging cargo) shall cover any situation where the facts of the situation disclose that the vessel has, as its immediate destination, the specific port or other place of loading or discharging.

2. Termination of port time, a vessel shall be deemed to have departed and port time terminated thirty (30) minutes prior to the time when mooring lines are cast off or anchor is aweigh for the purpose of putting to sea directly.

3. Application of port time shall not apply when awaiting pilot, quarantine, pratique, safe weather or tide. It is agreed, however, that in the case of awaiting pilot, quarantine or pratique, any such exception shall not apply where the delay is because the vessel is awaiting a berth and in any event shall only apply where the delay is caused by the arrival of the vessel during hours that the officials passing quarantine or pratique are not on duty and only for such limited period. It is understood that the limitation and exceptions as to the application of port time apply only to the commencement or termination of port time, and that there can be no interruption of port time once a vessel is on port time while it is in the port.

C. Restriction to Ship and Launch Service. Whenever a vessel is under port time conditions as provided in subsection (a) above, each unlicensed seaman entitled to be off watch in accordance with this Agreement shall be entitled to shore leave.

When a vessel arrives at a safe harbor for a stay of more than eight (8) hours, the Company shall furnish launch service, one daily round trip for each watch when weather permits and when regular service is available. Such launch is to be available to all vessel personnel.

In port, where regular launch service is not available, the Unlicensed Personnel may make their own arrangements for transportation and the Company agrees to reimburse either the Unlicensed Personnel or the owner of the boat up to five dollars (\$5.00) round trip per crewmember carried once every twenty four (24) hours.

When unlicensed crew members are entitled to shore leave and denied same for any reason except as provided below, or when launch service is not provided as required by this Agreement, penalty time shall be paid for all hours while off watch.

Shore leave may be denied because of operational requirements of the vessel, military regulations or where shore leave is prohibited by local authorities or port regulations such as denial of pratique

or quarantine. Any such prohibition must be posted on the bulletin board and placed in the log. Failure to do so shall preclude any claim by the Company that shore leave was prohibited.

The Master shall use his/her best efforts to obtain written confirmation of local government restriction prohibiting shore leave. This provision shall apply equally to all vessel personnel.

This shall not apply in case of emergency, as defined in Section 30 of this Article.

D. Hours of Labor in Port. Eight (8) hours shall constitute a days work. A day shall be from Midnight to Midnight. The normal hours of work for day workers while port time is in effect shall be from 8 A.M. to 5 P.M., Monday through Friday inclusive, it is understood that overtime will be paid for all hours worked in excess of the first eight (8) hours per day. Overtime shall be paid for all work performed in port on Saturdays, Sundays and recognized Holidays, and for work performed in port including the standing of routine watches in excess of eight (8) hours per day. There shall be no duplication or pyramiding of overtime.

Section 34. Shifting Ship. After the vessel arrives in port as outlined in Article I Section 33, any subsequent move in inland waters, bays, rivers and sounds shall be regard as shifting the ship, and overtime shall be paid for work performed in excess of eight (8) hours per day or on Saturdays, Sundays or Holidays.

When a vessel is in port and watches are broken and crew members are called back to work after 5PM and before 8AM, Monday through Friday, or on Saturdays, Sundays or Holidays for the purpose of shifting ship in inland waters, a minimum of two (2) hours overtime shall be paid for each call except when they are knocked off in a period of one (1) hour or less in which case time shall be continuous.

Interpretations:

A. Moving to Dock After Anchoring to Await Berth. A vessel arriving and anchoring in port after coming in from sea and maintaining sea watches: The Shifting Ship Section does not apply in subsequent move to the berth; provided, however, that the vessel is not detained at anchorage for more than twenty-four (24) hours.

1. A vessel arriving and anchoring in a port after coming in from sea and if sea watches are broken at the anchorage; subsequent moves of the vessel are considered shifts and the Shifting Ship Section is applicable.

B. Moves at the Dock. Movement of ship at the dock by slacking off or heaving on lines is not a shift. Any movement that requires shifting of the bow and stern lines on the pier shall be considered a shift.

C. Interruption of Shift. Interruption of a shift due to weather, darkness or other reasons beyond the control of the Master shall not constitute termination, and resumption of the move shall not constitute a new shift.

When a vessel in port and crew members off watch are called to work Monday through Friday for the purpose of shifting ship in inland waters, a minimum of two (2) hours overtime shall be paid for each call, except when crew members are knocked off for a period of one (1) hour or less, in which case the time shall be continuous.

In the event a crew member is called back to perform work in connection with shifting ship, s/he shall be paid for the total minimum hours of the call back, regardless of the number of hours work involved. However, s/he shall not receive compensation for any time exceeding that minimum, for which s/he is not engaged in work. for example: A crewmember who works one (1) hour in the "letting go operation at the commencement of the shift and is knocked off for one (1) hour or more and then work one (1) hour in "tying up" at the end of the shift shall receive two (2) hours overtime.

Monday through Friday, 5PM to 8AM and Saturdays, Sundays and Holidays, a minimum of two (2) hours shall be paid. If the unlicensed seaman works any portion of the two (2) hours or is required to standby for shifting for any portion of the two (2) hours, s/he shall be paid at the overtime rate. If s/he is dismissed without being required to work or standby s/he shall receive two (2) hours at the penalty rate.

D. Shifting Ship Saturdays, Sundays and Holidays. If the shift is more than two (2) hours crewmembers who work at the commencement of the shift and who work are knocked off and then at the expiration of two (2) hours of the shift are broken out to work shall receive two (2) hours overtime, plus the actual time worked after the second hour of the shift. Such overtime is to be computed and paid for in one-half hour periods.

This section shall not be applied or construed to include overtime for the Engine Department when the vessel does not shift under her own power.

It is understood this section is not applicable to the Steward's Department.

Section 35. Sea Watches. When a vessel is under port time sea watches may be continued at the option of the Master.

Section 36. Sailing Board. When sea watches are set, Unlicensed Personnel shall be required to report on board and be available for duty not less than one (1) hour before the time posted on the sailing board. The sailing time shall be posted at the gangway one (1) hour after on arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to the scheduled sailing, if before Midnight. If scheduled sailing is between Midnight and 8 A.M., sailing time shall be posted not later than 5 P.M.

If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, or the loading of stores or bunkers, the new time of departure shall promptly be posted on the board and if such delay exceeds two (2) hours, the watch off duty shall be dismissed and shall receive two (2) hours penalty pay for such reporting. If the new sailing time is not posted within the two-hour period, the watch of duty shall receive penalty pay from the time required to report to the time the vessel sails. The penalty pay prescribed above shall not apply if sailing is delayed on account of weather, such as rain, fog, or any other conditions beyond the vessel's control.

A. When a vessel arrives on a weekend between 5 P.M. Friday and 8 A.M. Monday, and is scheduled to sail prior to 8 A.M. Monday, the sailing board shall be posted not later than two (2) hours after arrival.

The sailing board shall be posted not later than 5 P.M. on Friday when a vessel is scheduled to sail on a weekend between 5 P.M. Friday and 8 A.M. Monday.

1. When a vessel is being scheduled for departure over a weekend, i.e., between 5 P.M. on Friday and 8 A.M. Monday, the sailing board must be posted no later than 5 P.M. on Friday if the vessel is in port, and no later than two (2) hours after arrival if the vessel has arrived after 5 P.M. on Friday. In the event the Company does not do this, penalty pay will be paid from the time the off watch seaman is required to return until the time the vessel sails or 8 A.M. Monday, whichever is earlier.

2. If the Company has correctly posted the board as required above and the scheduled departure is during the weekend as above provided, then at the time of posting a written form must be given to each unlicensed seaman informing him of the telephone number to be called, or such telephone number may be posted on the sailing board. The burden to assume a proper telephone service is entirely on the Company. If such written form is not furnished at the time of posting to each seaman, or such telephone number is not posted on the sailing board, then s/he shall be guided by the posted sailing time.

3. The unlicensed seaman will then have the obligation to make one telephone call. Such call must be made no earlier than five (5) hours before the scheduled departure time. The purpose of such call is to find out if the sailing board departure time has been changed to a later time subsequent to the seaman having left the vessel.

4. If at the time of the telephone call the answer is that there has been no change, then the seaman can rely on the departure time as set forth on the sailing board when s/he left the vessel. If in response to the telephone call the seaman is advised that the departure time has been changed, s/he will report one (1) hour before the new scheduled departure time.

5. When the seamen report back to the vessel pursuant to the scheduled departure time and the vessel departs two (2) or more hours after such scheduled departure time because of the loading or discharging of cargo described above, or the loading of stores or bunkers even if it occurs after 8 A.M. on Monday, (or Tuesday if Monday is a holiday) they will be paid penalty pay as provided above. No penalty time payable if delay is caused by weather or administrative authority or causes beyond control of vessel.

6. If the vessel in fact sails within two (2) hours from the posted sailing time, pursuant to which the seaman reported back on the vessel, there will be no penalty pay.

B. In the event a vessel is to shift, the Company shall give notice to the Unlicensed Personnel who will be required to report for said shift prior to their leaving the vessel or sooner if possible. In the event the Company fails to comply, the Unlicensed Personnel failing to report shall not be penalized. When they do report pursuant to notice and there is a delay in shifting, the provisions of this Section applicable to a sailing departure during the weekdays shall apply with respect to the payment of penalty pay.

Section 37. Longshore Work by Crew. In those ports where there are no longshoremen available members of the crew may be required to drive winches for handling cargo, or may be required to handle cargo. Penalty time shall be paid for all longshore work performed in foreign ports between the hours of 8 A.M. and 5 P.M. weekdays, exclusive of holidays and overtime shall be paid for all longshore work performed for all other hours in foreign ports.

When the rates as set forth above are being paid, no other overtime is payable.

This Section shall not be so construed as to be applicable to any work where longshoremen are not available due to labor trouble.

Section 38. Handling Cargo Gear. It is agreed that the crew shall handle all cargo gear onboard ship routine duties, including but not limited to rigging booms, connecting and disconnecting cargo and bunk hoses.

Section 39. Standby Work. When men are hired by the Company for temporary work on board the vessel in port, they shall be paid the overtime rate of the rating for which they are hired. This rate shall be paid regardless of the time of day during which the work is performed and whether the work is performed on weekdays, Saturdays, Sundays or holidays. All work performed in excess of eight (8) hours in a twenty-four (24) hour period shall be paid at the regular overtime rate and one-half of the rate for which they are hired.

The Company shall be required to make one (1) day's contribution into the NMU Pension and Welfare Plan only for each day of work performed.

Crew hired to perform standby work shall perform any work that shall be assigned to them by the superior officer and they shall not be subject to any working rules set forth in this Agreement.

When standby work in any particular department is to be performed, an effort shall be made to obtain seamen with ratings in such department if they are qualified and competent to perform such work. Any seamen so hired for standby work who report when ordered shall be guaranteed not less than four (4) hours pay.

Section 40. Tank Cleaning. Entering Tanks. Employees entering tanks, cofferdams, or double bottoms for cleaning or actually engaged in removal of sludge either on deck, in tanks, pumproom bilge or cleaning sewage system holding tanks shall be paid penalty rate during normal hours of work. The applicable overtime rate plus the penalty rate will be paid for this work in excess of eight (8) hours in a day or during Saturday, Sunday or Holidays.

A. From Deck. Shifting Butterworth type machines or washing the tanks from the deck shall be routine duties.

The Company may employ shore gangs to do this work.

Section 41. Dirty Work.

A. The penalty rate shall be paid for the following:

1. Entering boilers.
2. Working on pipe systems in especially confining or dirty spaces.
3. Working in cofferdams fouled by animal, vegetable, petroleum products or creosotes, including bunkers or molasses.
4. Work which causes contact with dirty side of waste disposal unit.

B. Unlicensed Personnel performing the above work within their eight (8) hour day shall receive the applicable penalty rate for work performed. The applicable overtime rate plus the penalty rate will be paid for work performed in excess of eight (8) hours in a day or work performed on Saturday, Sunday or holidays.

Section 42. Sandblasting, Use of Sanding Machines and Spray Guns. When crew members are required to use hand disc sanding machine for removal of rust or paint in confined areas, or sandblast or use spray guns to paint or spray oil, they shall be paid at the rate of \$9.50 per hour during their regular working hours, and overtime for work in excess of eight (8) hours per day.

Extra compensation in accordance with this Section is payable to the operator of the spray gun, and to any crew member assigned to assist the operator who works a majority of the time under the same physical conditions as the operator of a spray gun. Extra compensation shall be payable to the operator of the sandblasting equipment, but a crew member assigned to feed the sand pot shall not receive extra compensation. If the operator of the gun and the sand pot feeder alternate their respective jobs, a total of one (1) hour's pay at \$9.50 per hour during regular working hours and overtime during all other hours shall be paid for one (1) hour's use of the gun.

Section 43. Maintenance and Cure Benefits. Crew members who are entitled to maintenance

under the general maritime law doctrine of wages and maintenance and cure on account of injury or illness incurred in the service of the ship shall be paid maintenance at the rate of eight dollars (\$8.00) per day, with payments to be made regularly.

Wages, maintenance and cure, under such doctrine, shall not be withheld in any case merely because the claimant has also submitted a claim for damages or has filed suit for or has taken steps toward that end.

A. In the event a crew member must leave the vessel in a foreign port because of illness or injury incurred in the service of the vessels, s/he shall promptly receive a full statement of his/her account, showing wages due, excepting overtime payments. Further, s/he shall receive eight dollars (\$8.00) per day maintenance and cure from the time of his/her discharge from the hospital until return transportation is made available.

B. During the period referred to in subparagraph (b) when the crew member is awaiting return transportation, the eight dollars (\$8.00) per day is to be paid at least weekly by the Company to cover the expense of lodging and subsistence, provided the United States Consul does not simultaneously advance money for the same purpose. However, if the company is required to furnish lodging and subsistence because the eight dollars (\$8.00) advance is not used by the crew member for this purpose, the cost to the Company may be debited against wages earned or unearned, up to but not exceeding the sum of eight dollars (\$8.00) per day. If the crew member is unable to obtain lodging and subsistence for eight dollars (\$8.00) per day, upon request the Company will furnish same but will not be obligated to pay the eight dollars (\$8.00) in addition thereto.

C. The parties understand that the question of the rate of maintenance presents an industry-wide problem and agree that changes, if any, will be applied when adopted.

Section 44. Transportation. In accordance with the NMU-Keystone Employment Pool providing for the dispatch of seamen to Company vessels on a national basis, employees shipped or reshipped from one port to a vessel in another port shall be provided transportation in the form determined by the Company.

Unless otherwise provided herein, in order to be eligible for return transportation an employee must have been employed for at least 120 consecutive days of covered employment or the completion of the relief assignment whichever is less and has been properly relieved. Upon receiving vacation transportation back to a vessel, a seaman who is either discharged for cause or quits prior to 120 consecutive days of additional covered employment aboard that ship shall not be eligible for return transportation.

A. When a vessel terminates a voyage at a port other than the original port of engagement transportation, wages (except as otherwise provided for in Article I, Section 14 of this Agreement) and subsistence at thirty-eight dollars (\$38.00) per day back to the original port of engagement shall be furnished to each unlicensed crew member who terminates his services aboard the respective vessel. Transportation shall be payable to unlicensed crewmembers who complete their assigned tour (relief or steady), even if discharged for cause, providing that they are properly relieved. No transportation or travel wages shall be paid to anyone who is discharged, leaves by mutual consent, quits or fails to complete their assignment or who is not properly relieved. Except in the case of emergency, in order to be eligible for transportation a seaman must give the Master at least seventy-two (72) hours advance notice of leaving the vessel, prior to arrival in port.

B. The original port of engagement shall be the port in the United States and/or Puerto Rico where the unlicensed crew member is first employed by the Company regardless of where articles are signed or type of articles signed.

C. When sent from one vessel to another or from one port to another in the course of employment, unlicensed crew member shall be paid their regular wages and expenses incurred in traveling to and from such place of employment. When a job is called in one port, and cannot be filled in such port but is filled in another port, the Company shall provide transportation in the form determined by the employer, plus expenses which must be supported by vouchers.

D. Transportation, in accordance with this subsection of the Agreement will be provided to the unlicensed crew members whose services are terminated in a United States port (including Puerto Rico) other than the port of original employment for legitimate illness or injury requiring hospitalization or outpatient hospital treatment.

E. Reship transportation to and from vacation shall be supplied provided the seaman works a minimum of 120 days of covered employment on the assignment.

F. Shipwreck and Lay-up. When ships are sold, laid-up or withdrawn from service, or in the case of shipwreck or disaster abandoned or the services of an unlicensed crewmember are terminated through no fault of their own, the unlicensed crew member shall be paid wages as well as subsistence at the rate of thirty-eight dollars (\$38.00) per day when subsistence is not furnished, and transportation back to the original port of engagement.

In the event of shipwreck or loss of a vessel, compensation not to exceed seven hundred and fifty dollars (\$750.00) will be paid to each unlicensed crew member for loss of clothing and personal items under this

subsection, provided such loss is not recoverable under war risk agreements between the Company and the Union.

1. Transportation is defined as follows:

- (a) Economy class air transportation jet, when available.**
- (b) Rail transportation via pullman with lower berth on overnight trips.**
- (c) When first class transportation by rail or economy class air transportation is not available, bus facilities may be used.**

- (d) When sea transportation must be furnished, not less than cabin-class accommodations shall be furnished when available, and such transportation shall be applicable only in the event an American-flag vessel is available within a reasonable period of time.**

G. Unlicensed crew members shall have the option of traveling by air which shall be economy class at all times when available.

H. Transportation Not Allowable. No transportation shall be allowed under the Transportation Section of the Agreement should an unlicensed crew member be discharged before termination of article: either for cause or by mutual consent, does not complete their assignment or is not properly relieved.

I. In the case of unlicensed crew members who are entitled to receive transportation in accordance with subsection (a) or (b) above, the Company shall have the option and where it exercises the same it will pay to the Unlicensed Personnel an amount of cash equal to economy air transportation from the nearest airport to the port of original engagement plus fifteen dollars (\$15.00) for incidental expenses. Whenever a Company pays an unlicensed crew member a cash payment in lieu of transportation there shall be a signed statement by the seaman acknowledging acceptance of such cash in lieu of transportation.

J. When transportation is paid at the termination of articles or termination of voyage, this shall constitute a termination of employment for all who receive transportation benefits, provided, however, that when transportation is paid (1) pursuant to subsection (a) (4) and (5) above (illness or injury) or (2) pursuant to subsection (b) above in case of lay-up of the vessel and Section 26, the unlicensed seaman shall be granted a leave of absence and continuity of employment shall not thereby be broken.

K. While traveling, thirty-eight dollars (\$38.00) per day shall be paid for meals if not furnished.

L. When a vessel is engaged in an extended foreign voyage in excess of 180 days, a seaman employed on such vessel for 180 days or more of such voyage, may leave the vessel at the next port of call subsequent to the 180th day of that voyage, and receive transportation from such foreign port back

to his/her port of original engagement unless the vessel is scheduled to arrive at a Continental U.S. port within thirty (30) days of the vessel's departure from the aforesaid port of call.

If the seaman has a permanent position on the vessel, and takes a leave of absence while in such foreign port, the relief will be signed on for the balance of the articles. At the conclusion of the articles, or when the position becomes vacant, the permanent employee, if available, may return to the vessel and shall receive transportation from his/her port of original engagement if the vessel is then in a foreign port.

M. Payoff ports for relief or temporary seamen shall be defined in the Shipping Rules. In no event shall the Company be obligated to pay transportation more than once for a relief job.

Section 45. Return of Seaman's Body. It is agreed that upon the request of the next of kin of a deceased seaman, the Company will assume the obligation for, and pay all costs in connection with, the return of the body of a seaman who dies in a foreign port to the seaman's home subject to any contravening Government regulations, and also agrees, upon such request, to return the body of a seaman who dies at sea, unless the Master determines that this would impair the health and welfare of the crew.

Section 46. Personnel Board. In addition to the current provisions of Article I, Section 4, there shall be established a Personnel Board consisting of an equal number of persons appointed by the Union and the Company, to meet for the purpose of discussing contract grievances and questions of contract interpretation.

Section 47. Discipline of Unlicensed Personnel. Unlicensed Personnel while employed on board vessels of the Company shall comply with all lawful orders of their superior officers and division head and with all Company rules. Recognizing the necessity for discipline on board Company vessels and at the same time in order to protect an employee against losing their job unfairly the Company agrees to post on the bulletin board of each vessel a list of rules which shall constitute cause for which members of the Unlicensed Personnel may be discharged without further notice.

A. For other offenses not on the posted list, members of the Unlicensed Personnel shall not be discharged without first having been notified in writing that a repetition of the offense will make them liable to dismissal. In the event that the members of the Unlicensed Personnel feel that any of the rules or regulations promulgated by the Company are inconsistent with the terms of the Agreement, such members agree to make proper and orderly representation as outlined under the grievance machinery of Section 5.

Section 48. Discrimination for Union Activities. The Company agrees not to discriminate against an employee for union activities which are not inconsistent with the provisions of this Agreement. The Union agrees that union activities entered into by its members will not be permitted to interfere with the proper working of the vessel.

Section 49. Watching and Tallying of Cargo. Watching of cargo and tallying of cargo damage by a seaman stationed in the hold of a vessel are part of normal duties and shall not constitute a claim for extra compensation when performed on watch.

Section 50. Mail. The Company agrees that it will forward by first-class mail all first-class letters addressed to crew members sent to the offices of the Company, provided they bear the name of the vessel on which the unlicensed seaman is serving.

Section 51. Hospitalized Crew Member's Gear. In the event that a crew member must leave his vessel because of illness or injury and is hospitalized, the Company shall deliver his gear, either to the hospital, to the Company office or to the seaman's home.

Section 52. War Risk. In case any vessel operated by the Company traverses water adjacent to or in the proximity of a declared or undeclared war or state of hostility, it is hereby agreed that a petition on the part of the Union for the opening of negotiations for added remuneration, bonuses, and/or insurance shall in no way be deemed cause for the termination of this Agreement. Negotiations under this subsection of the Agreement shall be concluded as promptly as existing circumstances permit, but in no case shall exceed a period of ten (10) days after presentation of proposed changes by the Company or the Union.

Section 53. Year-End Payoff. Subject to prevailing law, there shall be an administrative payoff on all vessels whether at sea or in port on December 31st of each year of this contract. The seamen shall receive a statement of earnings (W-2 form) reflecting all wages earned through December 31st.

Section 54. Discharges. Discharges issued by the Company at the conclusion of employment shall indicate the actual rating of employment in order to assure proper payment from the Vacation Plan.

Section 55. Vessels Carrying Grain. In the event a vessel engages in a grain voyage the following will apply:

The tank cleaning rates shall be applied to the cleaning or sweeping of the tanks. The opening, closing or sealing of tank tops or loading or cleaning plates shall be considered routine duties. The Pumpman may be removed for the grain voyage at the discretion of the Company. Handling portable grain discharging machines shall be a routine duty i.e.; loading, unloading, positioning or repositioning, servicing including handling spare parts. Caulking or sealing cracks shall be considered routine duties on all vessels.

Section 56. Survival Gear. The Employer agrees to provide survival gear for all Unlicensed Personnel employed aboard the Company's vessel.

Section 57. Substance Abuse Testing. Any person covered by the provisions of this Agreement shall be required to submit to testing for controlled substances in accordance with the Company's drug-free workplace policy, under the following circumstances:

A. Where reasonable suspicion as established by the U.S. Coast Guard regulations exists to believe they are under the influence of a controlled substance.

B. Where the employer is required to conduct such testing by applicable law or charter requirement, or the applicable law requires random testing of a selected vessel, the Company shall

have the right to test any crewmember subject to this Agreement. Pre-employment drug testing shall continue to be conducted as per past practice.

C. Overtime shall be payable in the event a crew member is required to remain aboard the vessel for more than a reasonable period of time or return unreasonably early to the vessel in order to comply with the Company's drug testing program instituted pursuant to U.S. Coast Guard regulations.

Section 58. Reallocation Committee. The Union and the Company agrees to the establishment of a Committee consisting of an equal number of representatives from each of the Parties for the purpose of reallocating fringe benefit contributions payable to the specified Trusts, as provided for in Article 1 Sections 24, 25. The unanimous decision of this Committee shall be final and binding on the Parties.

Section 59. Change In Law. Either party shall have the right to request immediate negotiation in the event of any changes in federal law or regulation regarding hours of work, manning or safety. Such negotiation shall commence within thirty (30) days after said notice has been given.

ARTICLE II

WAGES, OVERTIME, PENALTY TIME, AND HOLIDAYS

Section 1. Wages, Overtime and penalty time.

- A. Wages, Overtime and penalty time shall be as described in the appropriate Appendixes or MOU.**

THIS SPACE IS RESERVED.

Section 2. Pay Voucher and Payment of Wages. The payroll will be calculated at the Company's office each month. A check and voucher will be forwarded to the person or institution, by regular mail, as directed by the seaman, in a timely manner. Advances and allotments will be available to all seaman as on other vessels operated by the Company.

Section 3. Authorization for Overtime Work. Overtime or penalty time shall in no case be worked without the prior authorization of the Master or person acting by authority of the Master.

Section 4. Commencement of Overtime. Overtime shall commence at the time any employee reports for duty provided said employee is turned to within thirty (30) minutes of the time he is called to report for work. Otherwise overtime shall commence at the actual time such employee was called to report for work. Overtime shall continue until the employee is released. A seaman reporting late shall be paid from the time he turns to.

Section 5. Two Hour Call-Out. In port, whenever the watch below is called out to work, such seaman shall be paid a minimum of two hours overtime at the applicable overtime rate. This provision shall not apply when such work is performed in conjunction with undocking for sea or shifting, shall not apply to supper relief, and shall not result in duplication or pyramiding of overtime. In the Stewards Department watch below shall be deemed to mean outside of the spread set forth in Article VI, Section 2, of this Agreement.

Section 6. Computation of Overtime. Where overtime or penalty time worked is less than one (1) hour, overtime or penalty time for one (1) full hour shall be paid, except as otherwise specifically provided for in this Agreement. Where overtime or penalty work exceeds one (1) hour, the overtime or penalty time work performed shall be paid for in one-half hour periods and a fractional part of such period shall count as one-half hour.

Section 7. Checking Overtime and Penalty Time. When overtime or penalty time is worked, the employee concerned shall sign the overtime or penalty time sheet as soon as possible after completion of the work, which shall also be counter-signed by the department head authorizing the work. A permanent record will be kept to conform with individual slips for settlement of overtime and penalty time.

All overtime or penalty time claims must be submitted to the department head on a timely basis but, in no event, later than a weekly basis. There shall be no duplication or pyramiding of overtime.

In the event a question arises as to whether work performed under proper direction is payable overtime or penalty time, or if claimed overtime or penalty time is not paid, the department head rejecting or disputing the overtime or penalty time shall note on the crew member's slip the reason for non-approval or the Company shall at the time of pay-off furnish a slip showing the overtime or penalty time hour rejected and the reason for the rejection. Any grievances with respect to overtime or penalty time or other compensation shall be presented at pay-off time unless the grievance is unable to do so for reason beyond his control.

Section 8. Payment of Overtime And/Or Penalty Time Work. All money due crew for undisputed overtime or penalty time work shall be verified at the time of signing off .

Section 9. Day-for-Day Payment. Wages for all members of the Unlicensed Personnel shall be calculated and paid on a day-for-day basis regardless of the number of days in a month. The monthly rate shall be divided by thirty (30) to determine said daily rate.

Section 10. Holidays. The company agrees to recognize the following U.S. Holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veteran's Day |
| 3. Presidents Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Independence Day | |

All holidays will be observed on the weekday designated by the U.S. Government and, where not so designated, on the week day customarily observed aboard the vessel.

Section 11. International Date Line. If a vessel crosses the International Date Line from east to west and a Saturday, Sunday or Holiday is lost, all days workers shall observe the following Monday or day following a Holiday. Watchstanders will be paid overtime in accordance with the principle of Saturday and Sunday overtime at sea. If the Sunday which is lost is also a Holiday, then the following Monday and Tuesday shall be observed.

However, in crossing the International Date Line from west to east, if any extra Saturday, Sunday or Holiday is picked up, only one of such Saturdays, Sundays or Holidays shall be observed and all crew members will be required to work without overtime on the so-called second Saturday, Sunday or Holiday, provided that if the Sunday is also a Holiday the Sunday which is picked up shall be observed as a Holiday.

ARTICLE III

QUARTERS, EQUIPMENT AND LIVING CONDITIONS

Section 1. Quarters & Equipment.

A. Adequate living accommodations shall be provided for the Unlicensed Personnel covered by this Agreement. Unauthorized personnel shall not be allowed to loiter in crew passageways, recreation areas and messrooms. Only Unlicensed Personnel, Company Officials, passengers and Port officials may use recreation areas set aside for Unlicensed Personnel.

B. **Crew Equipment.** The following items shall be supplied to the Unlicensed Personnel employed on board the vessels operated by the Company.

1. A suitable number of blankets.
2. Bedding consisting of two white sheets, and one white pillow slip, shall be changed weekly.
3. One face and one bath towel shall be changed twice weekly.
4. One cake of soap such as Lux/Lifebuoy/Palmolive/Camay/Ivory each week.
5. One cake of sand soap such as Lava. Laundry soap shall be available upon request.
6. Innerspring mattresses, and pillows of good quality shall be supplied. It is understood that innerspring mattresses supplied to the Unlicensed Personnel shall not be removed from the rooms by any member of the Unlicensed Personnel except on authority of the Master. Innerspring mattresses shall be replaced every five (5) years or when necessary.

When linen is not issued as required, crew members shall receive two (2) hours penalty pay for each week.

Oscillating fans or other means of ventilation shall be provided in storerooms, work shops and galley, except where hazardous or wet or damp conditions as defined by law prohibit such installations.

C. The Company shall provide a washing machine, clothes dryer, ironing board and electric iron primarily for the use of the unlicensed crew.

D. **Messrooms.** Any authorized persons other than members of the unlicensed crew,

when fed in the crew messroom, shall not interfere with the seating and feeding of the Unlicensed Personnel.

Each messroom shall be separate and apart from the sleeping quarters.

Each messroom shall be provided with the following equipment.

1. Clock, electric refrigerator and one (1) four-slice automatic toaster.
2. All dishes shall be of crockery or glassware.

E. Crew Quarters. All quarters shall be adequately and suitably screened, heated and ventilated. Air-conditioned vessels shall store sufficient fans to provide ventilation in case of a breakdown of the air conditioning machinery. In the event sufficient fans are not provided, and the air-conditioning breakdown exceeds six (6) hours at sea and weather conditions warrant, men shall be entitled to an allowance of \$20.00 per day. If in port and in the event the men elect to sleep ashore, they shall be entitled to an allowance of \$40.00 per day, providing they actually sleep ashore and present a receipt.

All quarters and messrooms with surfaces that require paint shall be painted when necessary. It is understood that the crew is to take reasonable care to keep their own quarters clean and in a sanitary condition on a daily basis.

F. Washrooms. Adequate washrooms and lavatories shall be made available for the Unlicensed Personnel of each division, each vessel to be equipped with a sufficient number of shower baths and wash bowls which shall be adequately supplied with hot and cold fresh water.

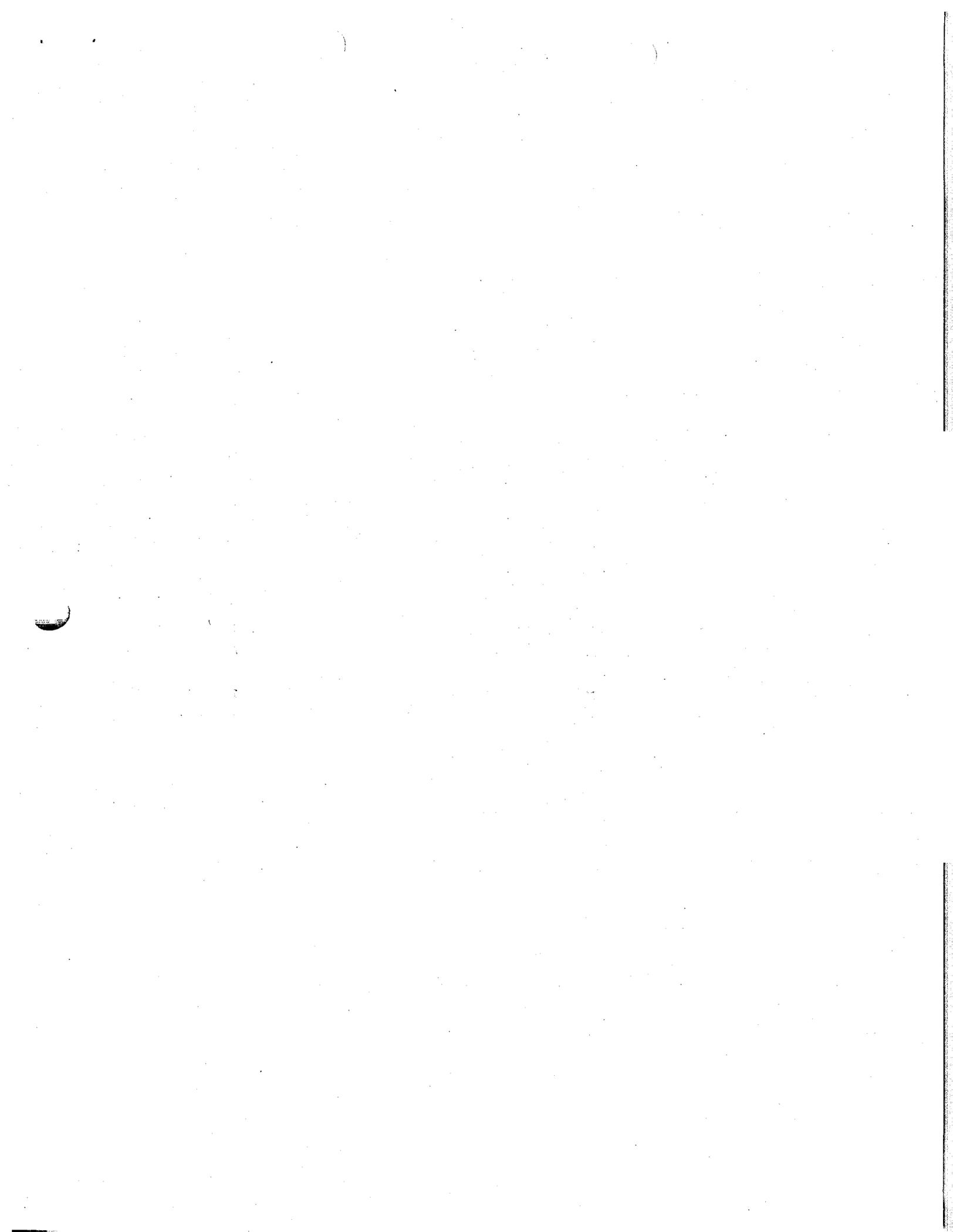
G. Cleanliness of Quarters. All quarters assigned for the use of Unlicensed Personnel are to be fumigated and kept free from vermin insofar as possible. This is to be accomplished through the use of exterminating facilities provided by the Company.

H. Television Sets/Computer. All ships shall be equipped with a television receiver and VCR with not less than a 21 screen to be located in the crew's recreation room. On ships without a recreation room, the television receiver/VCR shall be installed in the messroom.

The maintenance, care and repair of the television receiver and incidental equipment shall be the responsibility of the Company. The Company shall not be responsible for damage caused by the improper acts of any Unlicensed Personnel. A replacement set shall be furnished as required which shall be a color television set with a screen size not less than 21 inches.

On all ships there shall be an entertainment programs available to the TV in the messroom or recreation space for unlicensed personnel which shall consist of full length feature films exchanged on a reasonable basis or purchased.

The company agrees to provide a computer/monitor/printer for the use of crew, this will include an e-mail address. Specifics to be worked out between the Company and Union in a side letter.



I. Joint Quarters Committee. Any questions arising under the provision of this Section shall be referred to a Joint Quarters Committee composed of an equal number of employer and Union representatives. This Committee shall have full authority to act and their decision shall be final and binding.

Section 2. Room and Meal Allowance. When board is not furnished, unlicensed members of the crew shall receive the following allowances:

- A. In lieu of breakfast \$ 6.00
- B. In lieu of dinner \$12.00
- C. In lieu of supper \$20.00
- D. Room allowance \$40.00, provided the seaman does not stay aboard the vessel.

The foregoing amounts may be adjusted to meet reasonable expenses incurred when substantiated by vouchers. The standard of reasonableness for the respective ports will be established by mutual agreement between the Parties hereto.

Room allowance shall be paid in port when:

1. Heat is not furnished in cold weather.
2. Hot water is not available in crew's washrooms for a period of twelve or more consecutive hours.
3. When the crew's quarters have been painted and paint is not absolutely dry and other suitable quarters are not furnished aboard.
4. At all times when the 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. When linen is not issued upon the seaman's request prior to 6 P.M. on the day that s/he joins the vessel.
5. When the vessel is being fumigated and not cleared before 9 P.M., seamen standing Midnight to 8 A.M. watch shall be entitled to room allowance in any event.

7. When repair work such as chipping, welding, riveting, hammering and/or pounding, or other noises of a similar nature are being performed in or around Unlicensed Personnel quarters for three (3) hours or more between the hours of 7 P.M. and 6:30 A.M., the affected Unlicensed Personnel shall be entitled to room allowance if they have notified the Master that such conditions exist and it is impossible for the Master to arrange other comparable quarters away from the noise, and the affected Unlicensed Personnel actually go ashore to sleep if the vessel is in port; if the vessel is at sea, they shall receive twenty dollars (\$20.00) per night. It is further understood that a temporary breakdown for minor repairs of less than six (6) hours duration shall not subject the vessel to any lodging penalties.

When a ship on completion of a voyage does not have sufficient clean linen on board for issue to a crew member remaining aboard, s/he shall receive a total of two (2) hours penalty pay for actually washing his/her own linen for the first five (5) day period. If no clean linen is issued by the end of the fifth night lodging shall be provided thereafter until clean linen is provided.

Section 3. Meal Hours. The meal hours for the Unlicensed Personnel employed on vessels operated by the Company shall be as follows:

Breakfast	7:30 A.M. to 8:30 A.M.
Dinner	11:30 A.M. to 12:30 P.M.
Supper	5:00 P.M. to 6:00 P.M.

These hours may be varied not to exceed one (1) hour either way. One (1) unbroken hour is to be allowed for each meal for each crew member. In the event the full meal hour is not given as provided for in this section, overtime shall be continuous for work performed.

Section 4. Fresh Provisions. A. Adequate supply of fruit juices shall be provided for the Unlicensed Personnel. Fresh milk, fruit and vegetables will be furnished at every port touched where available, and supply is possible. Shore bread shall be furnished at all United States ports when available. At sea, the Cook and/or Steward/Baker shall bake bread during regular working hours. A variety of fresh or frozen seafood shall be included as provisions.

B. An adequate supply of fresh milk shall be furnished to supply the Unlicensed Personnel with milk three (3) times a day when the ship is in port or in United States coastwise or intercoastal trade. An adequate supply of fresh milk for use of the Unlicensed Personnel shall be maintained throughout the voyage when the ship sails foreign or nearby foreign from a United States port so

that each member of the Unlicensed Personnel receives not less than one (1) pint per day. This is not intended to mean that the Company is prohibited from purchasing milk in foreign ports or using canned fresh milk as a supplement to comply with the one (1) pint minimum.

Section 5. Smoking. Crewmembers shall be permitted to smoke only in areas designated by the Master, provided this is a shipwide policy. Crewmembers shall be permitted to smoke in private quarters.

Section 6. Coffee Time. Thirty (30) minutes relief shall be allowed in the morning and the afternoon of any working day for the day workers, and thirty (3) minutes relief shall be allowed each watch for the seamen on watch for coffee, both at sea and in port. Wheelwatch at sea shall be allowed thirty (30) minutes relief in each watch.

When the crew is called to work overtime, coffee shall be made by the watch or watchman and be ready at the time of calling and allowed during the thirty (30) minutes of readiness period.

ARTICLE IV

DECK DEPARTMENT WORKING RULES

Section 1. Hours of Work. Eight (8) hours shall constitute a days work. A day shall be from Midnight to Midnight.

A. Day Worker. The regular hours of work for a day worker shall be from 8AM to 5PM Monday through Friday inclusive, it is understood that overtime will be paid for all hours worked in excess of the first eight (8) hours per day. A rating whose regular hours are from 8AM to 5PM shall be considered day worker. A day worker shall not be called out more than two (2) times to get eight (8) hours work.

B. Crewmembers who are required to work in excess of eight (8) hours per day and all hours worked on Saturdays, Sundays or Holidays shall be paid at the applicable overtime rate. Day Workers refer to A. above. There shall be no duplication or pyramiding of overtime.

Section 2. Hours of Work for Regular Watches.

A. In Port. In port, members of the Deck Department shall stand their regular watches as required by the Master.

B. At Sea. At sea, members of the Deck Department shall stand their regular watches as required by the Master.

C. In Port on Sundays or Holidays. No unnecessary work such as chipping, painting, washing paint or polishing brass or other material shall be performed.

Section 3. Duties. It shall be the duty of the Deck Department to maintain the vessel in a good condition by cleaning or sweeping, washing paint work, scaling, chipping and painting including the pumproom. Seaman may stand gangway watch, assist in the loading and discharging of the vessel, opening and closing of valves, remove or replace hatches, strongbacks or tanktops, make rounds and inspections of the decks, pumprooms, cargo holds, or spaces, docking/undocking taking in slack and slacking out mooring lines and generally assist the Deck Officer in charge. Work below the pumproom floor plates is to be paid for at the penalty rate. This section does not apply to the Pumpman.

Section 4. Cleaning Quarters. The sailors shall be required to clean the sailor's toilet and wash-room on ship's time. The cleaning of toilets and washrooms shall generally be done by the GVA.

Section 5. Wheelwatch Duties. The duties of the Wheelwatch at sea shall be to steer the vessel, and assist in the maintenance of the wheelhouse and bridge. When the vessel is underway on automatic steering, the seaman standing wheel watch may be utilized to perform all routine maintenance on the bridge. These duties may consist of, but are not limited to, chipping, painting,

scraping, sweeping and mopping decks; dumping trash; lifting or moving gratings and/or mats and deck runners; cleaning all wheelhouse port holes and windows; washing down bridge wings. Such maintenance may be performed between 8AM and 5PM, weekdays on the bridge; bridgewings and flyir bridge, but not on stagings or aloft. Penalty shall not be paid for performing these duties. The helmsman shall not be relieved by a Mate except in the event of an emergency.

Section 6. Docking/Undocking. All hands may be used to perform this work. Routine duties include but not limited to, putting out, taking in and/or, stowing lines; putting out, taking in, stowing and/or securing gangway; rigging, working and securing booms; maintaining and operating all deck equipment for docking and undocking.

Section 7. Handling Stores. The Deck Department shall be required to handle stores and supplies for all departments from the dock to the ship. The Deck Department shall place Stewards' stores conveniently to refrigerator boxes and store rooms. Stowage of stores is to be done by the respective department except those stores to be lashed on deck, which work shall be done by the Deck Department. Handling stores is a routine duty. There is to be no penalty paid during regular watch hours.

Section 8. Garbage. When members of the Deck Department are required to handle or dump garbage they shall be paid at the applicable penalty rate. The intent of this section is to indicate that handling garbage is a routine duty of the Steward's Department. The Deck Department shall handle their trash and refuse as a routine duty.

Section 9. Oil Spills. Compensation at the applicable penalty rate shall be paid to members of the crew any time they are required to clean bunker or oil spills on deck, regardless of the amount of spill, when performed during the regular watch. A spill shall be considered to be a tank overflow or rupture of hose pipe, or gasket.

Section 10. Work on Cargo Gear. Battening down, rigging up, topping or lowering booms, securing cargo gear, opening or closing sideports, handling or operating hatch covers, bolting or unbolting tank tops, connecting or disconnecting cargo hose, laying or removing draingage shall be routine duties.

Section 11. Work Off the Vessel. The connecting and disconnecting of hoses at cargo manifolds is to be done first by shore workers, as has been the general practice in those ports where the Company maintains such shore workers. In ports where the Company cannot obtain said shore workers, this operation then becomes the responsibility of the Deck Department on the vessel, adhering to the Deck Department Working Rules. The connecting and disconnecting of hoses aboard the vessel shall be done by members of the Deck Department as part of normal routine duties without payment of penalty.

For all work performed off the vessel in connection with docking and undocking of the vessel a connecting and disconnecting cargo hoses payment will be made as follows:

Applicable penalty rate or applicable overtime rate plus penalty rate in excess of eight (8) hours.

Section 12. Lashing Cargo. When a vessel without the deck cargo secured sails from dock anchorage and the watch on deck is required to lash or unlash cargo or containers, they shall receive extra compensation at the applicable penalty rate. Thereafter tightening of lashings or additional lashing shall be routine duties.

Section 13. AB Dayworker/Watchstander Watch Reassignment. The Company shall have the right to assign an AB Dayworker/Watchstander to day work or stand watch. Provided that each AB Dayworker/Watchstander will be offered eight (8) hours work per day.

Section 14. Embarking or Disembarking Pilot. No extra compensation will be paid to the watch on deck for embarking or disembarking a pilot.

Section 15. General Vessel Assistant (GVA). i.e: Ordinary Seaman/Wiper.

A. The General Vessel Assistant, hereinafter referred to as GVA, shall be classified as dayworker and considered as an entry rating. The routine hours of work for the GVA shall be eight (8) hours per day Monday through Friday. The GVA will be utilized in any of the three unlicensed shipboard departments and be required to do Sanitary work.

B. When utilized in the Deck Department, the GVA shall perform work normally assigned to the Ordinary Seaman or Deck Maintenance (OS) and shall work under the direction of the Boatswain or Duty Mate. This may include relieving the Wheelwatch as is customary for Ordinary Seamen.

C. When utilized in the Engine Department, the GVA shall perform work normally assigned to the Wiper, and shall work under the direction of the First Assistant Engineer or Duty Engineer whichever is applicable.

D. When utilized in the Stewards Department, the GVA shall perform work normally assigned to any of the entry ratings of that department, and shall work under the direction of the Steward/Baker.

E. Discharges issued by the Company at the conclusion of employment will normally indicate the GVA's have served in the Deck Department. However, upon request from any seaman who is serving as a GVA aboard a vessel operated by the Company, the Master will issue to such seaman a letter indicating the approximate time engaged in Engine and/or Steward Department service, whichever is applicable while employed as a GVA. The objective of this Section is to assist seamen in satisfying Coast Guard regulations requiring specific length of service in either the Engine and/or Steward Department for the purpose of upgrading.

F. The Union and Company realize that there may arise a situation which causes the GVA to perform work within his/her rating that is not specifically contained in the particular department work rules; and therefore, it is understood that the normal routine duties listed are not necessarily all inclusive.

ARTICLE V

ENGINE DEPARTMENT WORKING RULES

Section 1. Hours of Work. Eight (8) hours shall constitute a days work. A day shall be from Midnight to Midnight.

A. Day Worker. The regular hours of work for a day worker shall be form 8AM to 5PM, Monday through Friday inclusive, it is understood that overtime will be paid for all hours worked in excess of the first eight (8) hours per day. A rating whose regular hours are from 8AM to 5PM shall be considered day worker. A day worker shall not be called out more than two (2) times to get eight (8) hours work.

B. Crewmembers who are required to work in excess of eight (8) hours per day and all hours worked on Saturdays, Sundays or Holidays shall be paid at the applicable overtime rate. Day Worker, refer to (b) above. There shall be no duplication or pyramiding of overtime.

Section 2. Hours of Work for Regular Watches.

A. In Port. In port, members of the Engine Department shall stand their regular watches as required by the Master.

B. At Sea. At sea, members of the engine Department shall stand their regular watches as required by the Master.

Section 3. Relieving for Meals. The watch shall relieve itself for meals except during maneuvering. When any member or members of the Engine Department off duty are required to relieve any watch for meals during maneuvering, overtime shall be paid for time worked.

Section 4. Duty Assignments. Each Unlicensed member of the Engine Department will perform day work or stand watch as required and perform such duties as are assigned under the direction of the Officer in charge.

Section 5. Donkey Watch. A donkey watch is a watch performed in port by a portion of the Engine Department personnel who are required to maintain steam and to tend auxiliaries including winches when the main engines are secured. It shall be the routine duty of the rating on watch to tend the auxiliaries, including steam winches. This shall apply to turning steam or power on or off the deck. Donkey watches will be set at the discretion of the Chief Engineer.

Section 6. Cleaning Fuel Tanks. When any member of the Unlicensed Personnel is required to enter any fuel oil tank or sump tank for the purpose of cleaning or making repairs s/he shall be paid the penalty rate, as specified in this Agreement.

A. Cleaning Bilges. When any member of the Unlicensed Personnel is required to enter any bilge which has been flooded with fuel oil, for the purpose of cleaning, s/he shall be compensated at the penalty rate, as specified in this Agreement.

B. Cleaning Exhaust Trunk Casings. When any member of the Unlicensed Personnel on motor vessels is required to enter the exhaust trunk casings for the purpose of cleaning or scaling s/he shall be paid at the penalty rate as specified in this Agreement.

Section 7. Carrying Engine Department Stores. The Engine Department shall be required to load and stow Engine Department stores without the payment of extra compensation, when such stores are delivered alongside or nearest to the vessel within the dock limits by the ship's chandler or shore gang. The general intent of this clause is to insure that every possible effort will be made by the company to deliver the stores as close as possible to the side of the vessel.

Section 8. QMED/Pumpman/Day. QMED/Pumpman/Day shall be considered as a day worker as provided in Section 1 (a) and (b). A QMED/Pumpman's duties shall include handling fuel oil, ballast cargo and tank cleaning equipment and all work necessary for the maintenance and operation of cargo pumps auxiliaries, general cargo lines and all deck machinery. The QMED/Pumpman may be required to paint, chip and scale or do any work as a routine duty that is considered maintenance of machinery under his/her care. The QMED/Pumpman shall paint the cargo pumps. Assisting with docking and undocking is a routine duty. QMED/Pumpman may be required to take bunkers.

Section 9. Qualified Member of the Engine Department (QMED)(Day). The Qualified Member of the Engine Department (Day), hereinafter referred to as QMED (Day), shall have working hours as defined in Sections 1 (a) and (b) of this Article. Unless otherwise noted herein, this Section shall pertain to the QMED/Engine Utility (Day) as well.

Duties shall consist of the following:

A. Assist in all main engine, boiler and generator repair such as cleaning pistons and cylinder heads, grind valves, fit piston rings and such other tasks involving engine upkeep. Same applies to all auxiliary equipment aboard tankers carrying no other Engine Department rating;

B. Remove, replace and clean lube oil filters and strainers, sea water strainers, fuel oil filters, strainers and burners;

C. Assist Engineer in taking on fuel oil, lube oil and fresh water;

D. Assist with minor electrical, mechanical and plumbing repairs. When no Pumpman is carried s/he may be required to perform the Pumpman/Engineman maintenance duties;

- E. Receive and stow spare parts and consumables;
- F. Lubricate and maintain outside machinery such as the steering gear, pumps, winches, inert gas system equipment, etc.;
- G. Open condensers, heat exchangers and coolers for inspection, and clean as necessary.
- H. When neither the QMED (Watch), QMED/Pumpman (Watch) nor Engineman rating is carried, the QMED (Day) may be required to manually blow tubes when automatic soot blowers are used;
- I. When necessary and if qualified, the QMED (Day) may be required to relieve the Pumpman or QMED/Pumpman (Day). When such reliefs occur, if the QMED (Day) is paid lower than either of the Pumpman ratings being relieved, s/he shall then be compensated at the higher rate of pay for all hours worked in said relieving capacity.
- J. The QMED (Day) may be required to assist in the docking and/or undocking operation.
- K. The QMED (Day) may be required to perform minor repair and general maintenance functions. The QMED/Engine Utility (Day) shall perform such repair and maintenance work as described herein, when required, regardless of the remainder of the Unlicensed engine department complement.
- L. The Union and Company, after carefully itemizing the routine duties of the QMED (Day), realize that there may arise a situation which may cause the QMED (Day) to perform work within his/her rating that is not specifically contained in this Section. It is understood that the normal routine duties listed are not necessarily all inclusive.

Section 10. Qualified Member of the Engine Department (Watch).

The Qualified Member of the Engine Department (Watch)), hereinafter referred to as QMED (Watch), when carried, shall be assigned to a regular watch within the engine and fireroom spaces of the vessel.

Duties shall consist of the following:

- A. Oiling and greasing of auxiliary machinery, steering gear, domestic refrigeration machinery, forced draft and ventilation blowers, assist in the operation of the plant directed by the Licensed Watch Engineer, assist in the operation of the evaporators under the supervision of the Licensed Watch Engineer.
- B. Sound tanks:
- C. Tend water, monitoring devices, scanners, etc, and maintain records and reports as directed by the Licensed Watch Engineer.

- D. Remove and replace suction and discharge, fuel oil and lube oil strainers. And remove, clean and replace burners, as directed by the Licensed Watch Engineer.
- E. May be required to manually blow tubes when automatic soot blowers are used, or punch carbon where required.
- F. Make inspections or engine spaces such as shaft alley and steering gear.
- G. In port, assist in the performance of general maintenance and repair work in the Engine Department.
- H. When in port, assist the Licensed Engineer in making connections and/or standing by fuel or water lines, and assist with operations of evaporators under the supervision of the Licensed Watch Engineer.
- I. In the event that there is a substantial breakdown in the automated control system or systems and the QMED (Watch) is required to perform manually the functions of these systems, S/he shall be paid penalty time in addition to any other compensation to which he may be entitled for all additional work performed over and above his/her normal duties as set forth herein:

It is understood that a substantial breakdown of automated machinery within the meaning of this Section would arise when the QMED (Watch) is required physically to operate equipment going from one place in the engine room to another constantly during the entire watch, which functions would normally be performed automatically:

- J. The QMED (Watch) may be required to assist in docking and or undocking operations.
- K. The Union and Company, after carefully itemizing the routine duties of the QMED (Watch), realize that there may arise a situation which may cause the QMED (Watch) to perform within his rating that is not specifically contained in this Section. It is understood that the normal routine duties listed are not necessarily all inclusive.

Section 11. Day Working Deck-Engine Mechanic (DEMAC)

- A. S/he shall perform such duties as are assigned in the Engine Department under the direction of the licensed engineers.
- B. S/he shall perform general maintenance and repairs throughout this vessel, including machine shop work. He shall maintain and repair electrical equipment throughout the vessel.
- C. S/he shall issue stores and supplies and keep the storeroom in order. This shall include stores, tools and working gear.

- D. S/he shall familiarize himself with the equipment of the vessel so that in the event a rating is missing he may be utilized as a watchstander or any other Engine Department rating in which he is qualified to serve.
- E. S/he shall not as a routine duty, rig on deck, chip or paint, clean paint, general cleaning, polish bright work or scale except necessary mechanical cleaning in conjunction with repair work.
- F. S/he may be required to take soundings without extra compensation and assist in taking bunkers, water and lube oil during his/her normal working hours, including connecting and disconnecting hoses. Assisting with docking and undocking in a routine duty.
- G. When assigned to welding or burning. S/he shall receive the penalty rate for all such work performed outside the machinery spaces during normal working hours which is not directly required in connection with:
 - (1) maintenance or repair of the vessel's machinery or piping.
 - (2) the repiping of a vessel.
- H. When the Deck Engine Mechanic is required to assist in reefer plant operation and/or repair, S/he shall receive assistance when needed in jobs such as lagging, compressor repair, etc.
- I. The Union and Company, after carefully itemizing the duties of DEMAC (Day) realize that there may arise a situation which may cause the DEMAC (DAY) to perform work that is not specifically contained in this section. It is understood that the normal duties listed are not all inclusive.
- J. S/he shall relieve the watchstanding DEMAC for the supper meal during his/her normal working hours without payment of overtime.
- K. When the vessel is in port s/he shall, when required, relieve the watchstanding DEMAC on the 8/4 watch. Monday through Friday to give that watchstander his/her time between voyages without payment of overtime.

Section 12. Watchstanding Deck Engine Mechanics (DEMAC).

- A. S/he shall perform such duties as are assigned by the licensed engineer in charge of the watch in connection with plant operation..
- B. Oil, grease and tend the auxiliary machinery, steering gear, blowers, domestic refrigeration and air conditioning machinery within or outside of the engine room spaces; assist in continuous monitoring and control of plant functions. The work on refrigeration and air conditioning machinery will not apply when a refrigeration engineer is carried. However, S/he may be required to assist off watch in pre-cooling or other repairs. S/he may be required to take temperatures in cargo holds.
- C. When required, he shall stand by oil and water lines and assist in making connections under the direction of the engineer in charge. He shall not be held responsible for the pumping of ballast, fuel or lube oil.

- D. As part of their routine duties, Deck Engine Mechanics will tend the evaporators under the supervision of the engineer on watch. It is understood that the engineer on watch will start and blow down the evaporator.
- E. S/he shall sound tanks when required.
- F. Tend boilers and boiler auxiliaries.
- G. When required, S/he shall blow tubes on automatic type soot blowers.
- H. S/he shall change fuel oil discharge strainers and change and clean burners as directed by the watch engineer.
- I. When required S/he shall assist in the maintenance and repair of electrical equipment throughout the vessel. S/he shall not as a routine duty be required to do general cleaning, painting, cleaning paint, polishing bright work, wire brushing, chipping or scaling, except necessary mechanical cleaning in connection with repair work. He may be required to assist in docking and undocking.
- J. S/he shall clean the lube oil centrifuge but the assembly and disassembly of the lube oil centrifuge is not his/her responsibility.
- K. The Union and Company, after carefully itemizing the duties of DEMAC (Watch), realize that there may arise a situation which may cause the DEMAC (Watch) to perform work that is not specifically contained in this Section. It is understood that the normal duties listed are not all inclusive.
- L. In the event that there is a substantial breakdown in the automated control system or systems and the Engineman or Deck Engine Mechanic is required to perform manually the functions of these systems, he shall be paid penalty time in addition to any other compensation to which S/he may be entitled for all additional work performed over and above his normal duties as set forth herein.

It is understood that a substantial breakdown of automated machinery within the meaning of this Section would arise when the Engineman or Deck Engine Mechanic is required physically to operate equipment going from one place in the engine room to another constantly during the entire watch, which functions would normally be performed automatically.

Section 13. Junior Engineers (Unlicensed).

- A. Day workers at sea or in port shall perform such duties as are assigned to them by the senior engineers.
- B. Watchstanding Junior Engineers at sea or in port while on sea watches, or on day work, shall assist in the operation of the plant as directed by the watch engineer. They shall be required to do maintenance and repair work as directed by the watch engineer.
- C. Maintenance and repair work under subsection (b) shall be confined to engine room, fireroom, machine shop, storerooms in or adjacent to engine room, shaft alley and ice machine room.

- D. The Unlicensed Junior Engineer shall not be required to do general cleaning, paint, cleaning pain, polishing work, wire brushing, chipping, scaling or oil winches without the payment of overtime. He may be required to assist in the docking and undocking
- E. The Union and the Company, after carefully itemizing the duties of the Junior Engineer (Unlicensed) realize that there may arise a situation which may cause the Junior Engineer (Unlicensed) to perform work that is not specifically contained in this section. It is understood that the normal duties are not all inclusive.

14. Electricians.

- A. The Chief Electrician or Electrician, whichever carried shall be responsible to and take orders from the chief engineer, or, in absence of the chief engineer, he shall take orders from the senior engineer aboard; all Assistant Electricians to be directly responsible to the Chief Electrician. In the absence of the Chief Electrician, the Assistant Electrician shall take orders from the senior engineer aboard.
- B. Electricians are required to install new or additional equipment, or replace installations. New or additional equipment shall include the installation of items such as motors, electric fans, armatures, coils, etc. This shall apply, to replacements or repairs to existing worn out or defective equipment
- C. . Electricians shall not be required to perform any maintenance work at the steam or diesel end of machinery except when necessary to reach electrical equipment. They will not be required to reline brakes on electric winches, anchor windlasses, or capstans . It shall be considered the routine duty of Electricians to oil and grease winches and change oil in casings. Assisting in docking and undocking is a routine duty.
- D. Electricians normal duties shall include maintenance and repair work on all electrical equipment, blowers and machinery.
- E. The Union and the Company, after carefully itemizing the duties of the Electricians realize that there may arise a situation which may cause the Electrician to perform work that is not specifically contained in this Section. It is understood that the normal duties are not all inclusive.

Section 15. DEMAC Electrician.

- A. Shall perform the duties as listed herein for the DEMAC and the Electrician.

Section 16. Refrigeration Engineers.

- A. Refrigeration Engineers on day work, shall have their duties assigned to them by the Chief Engineer.
- B. Refrigeration Engineers on sea watches shall have their duties assigned by the chief engineer.
- C. Day work – Refrigeration Engineers on day work shall work the hours set forth in Section 1 of this Article. However, they shall make their routine inspection and check temperatures daily without payment of extra compensation. Assisting with docking and undocking is a routine duty.

- D. At sea on vessels carrying three (3) Refrigeration Engineers standing watches, two (2) watches of four (4) hours each shall constitute a day's work.
- E. When the plant is required to be operated continuously in port. Refrigeration Engineers may be required to stand donkey watches of eight (8) hours on and sixteen (16) hours off.
- F. Overhauling work, breaking calcium, inspecting compressors and condensers, shifting or moving CO2 bottles, correcting gas leakage or loss of brine shall be routine duties.
- G. When standing sea watches or standing watch in port, their recognized duties shall include keeping ice machines and auxiliaries clean, but no scaling, painting, cleaning paint, or polishing brass or bright work shall be done by them outside of ice machines and ice machine auxiliaries, as a routine duty.
- H. The union and the Company, after carefully itemizing the duties of the Refrigeration Engineer realize that there may arise a situation which may cause the Refrigeration Engineer to perform work that it is not specifically contained in their Section. It is understood that the normal duties listed are not all inclusive.

Section 17. Oilers on Sea Watch.

On reciprocating engines their work shall consist of oiling main engines and auxiliary machinery, the steering gear, domestic ice machines and blowers, which may be located outside engine room spaces. They are to keep handrails, gratings and floor plates wiped in the immediate vicinity of moving machinery and if water gauges and checks are in the engine room they shall tend water. They shall not be required to chip, scale, paint or wash pain as a routine duty. When in port and main engines secured. Oilers shall be required to perform their customary duties. Oilers on sea watch or donkey watch when port time is in effect may be required to oil winches without payment of additional compensation.

Section 18. Oilers on Turbine or Motor Vessels.

A. If required to tend water their duties shall remain as outlined for reciprocating engines. When not required to tend water. Oilers on freight and passenger turbine vessels, and on passenger motor vessels, may be required to perform maintenance work.

B. Oilers not responsible for pumping. Oilers shall not be held responsible for the pumping of liquid ballast, cargo or fuel oil, but may be required to assist and to make connections under the supervision of the engineer in charge.

C. Routine duties.

Standing by fuel or water lines under the direction of the engineer in charge is part of the normal duty of an Oiler in port when the main engines are shut down and shall not constitute a claim for extra compensation. As part of the their routine duties Oilers will tend the evaporators under the supervision of the engineer on watch. Assisting with docking and undocking is a routine duty.

It is understood the engineer on watch will start and blow down the evaporator. Oilers on sea watch or donkey watch may be required to open and shut drain and steam valves without the payment of extra compensation. Oilers shall sound fuel oil tanks as part of their routine duties.

D. Reefer Cargo Holds. Oilers shall take temperatures in reefer cargo holds as required.

E. Grease extractions. Oilers may be required to clean grease extractors.

F. Donkey boilers. On motor ships when Firemen are not carried. Oilers shall be required to tend the donkey boiler as part of their regular routine duties.

Section 19. Oilers in Port.

When in port Oilers may be required to stand donkey watch. Oilers on donkey watch shall be required to tend all auxiliaries. Oilers on donkey watch shall be required to stand donkey watch. Oilers on donkey watch shall be required to tend all auxiliaries, including the oiling of winches. Assisting with docking and undocking is a routine duty.

In port, Oilers on day work shall assist in the performance of general maintenance and repair work in the Engine Department

Oilers on donkey watch when not required to tend winches may be required in addition to oiling auxiliaries to do maintenance work in the engine room between 8 A.M. and 5 P.M.

The routine duties of Oilers in port on sea watch shall be the same as at sea.

Section. 20 Firemen-Watertenders.

A. Firemen Watertenders on Sea Watch, shall tend the fires, clean burners and fuel strainers, keep the stations clean and do such maintenance work as does not interfere with their regular duties. They shall be required to clean floor plates, drip pans and oil in the fireroom. They shall be required to tend water and boiler auxiliaries, fuel service tanks, oil temperatures, stack drafts in fireroom and supervise firing. When boiler stops have been cracked they may be further regulated by Firemen-Watertenders at the direction of the Engineer in charge. Nothing in this section shall be construed to relieve the Fireman-Watertender on watch of his/her obligation to turn his/her station over the relief in a safe and orderly condition. Polishing, chipping painting and cleaning paint or scaling shall be routine duties. While on sea watch s/he shall be required to blow tubes. It is agreed that assisting the Engineer in putting soot removers in the firebox shall be part of routine duties.

This section shall not prohibit a Fireman-Watertender from going abreast of the boilers for the purpose of keeping his station clean. No extra compensation is payable for painting below the floor plates from a position on top of floor plates.

On motor vessels, when not required to tend fires, may be required to do maintenance work on their watches.

- B. Firemen-Watertenders in Port, shall when on donkey watch shall perform their regular customary duties. Shall tender water, maintain steam and supervise firing and tend auxiliaries i.e.: fan or blower engine, fuel pumps, feed pumps as part of routine duties. Shall assist the Engineers in the general maintenance and repair work. Assisting in docking and undocking is a routine duty.

Section 21. Wipers.

At sea and in port regular hours of work Wipers shall be required to do general cleaning, painting and upkeep work in the Engine Department; assist in general maintenance and repair work as directed by the engineer in charge; stand by water and fuel lines, carry stores; pump up galley fuel oil tank during straight time hours; clean, wash and pain the washrooms pump up galley fuel oil tank during straight time hours; clean, wash and paint the washrooms of the Unlicensed Engine Department Personnel; clean grease extractors, blow tubes, clean bilge strainers, wash boilers down with hose and haul sacks and help clean fireroom, clean fan and blower rooms and resistor houses used as storerooms or workrooms by the Deck Department. Assisting in docking and undocking shall be a routine duty.

One Wiper or GVA whichever carried, shall be assigned to clean washrooms, toilets and showers used by the Unlicensed Personnel of the Engine Department daily, Sunday through Saturday. Two (2) hours shall be allowed for the work between 8 A.M. and 12 noon daily. This clause shall not interfere with the customary practice in effect on some vessels of assigning members of the Stewards' Department to do this work.

Wipers shall be paid at the penalty rate when required to clean tank tops under the floor plates; clean bilges by hand or paint bilges, clean oil spills on deck; open up-take door, use hand lance; and clean hot wells, except where another rate is specifically set forth in this Agreement for the work performed.

It is understood that Wipers at the discretion of the engineer in charge may be required to clean fuel oil strainers during his regular hours without the payment of extra compensation.

Extra compensation shall not apply where Wipers are required to perform wirebrushing in connection with washing down or boilers.

ARTICLE VI

STEWARDS' DEPARTMENT WORKING RULES

Section 1. Steward/Baker. The Steward/Baker shall be recognized as the head of the Stewards' Department and shall direct the work of the personnel employed therein. The Steward/Baker likewise may do any work in the preparation of meals or other work which the Master may deem necessary for the efficient operation of the department. The Master is the direct and immediate authority over the Steward/Baker. Overtime work shall be directed by the Steward/Baker only when expressly authorized by the Master.

Section 2. Hours of Work.

A. The hours of the Stewards' Department shall be eight (8) hours each day in a spread between 6:15 A.M. and 6:15 P.M.

B. Crewmembers who are required to perform work in excess of eight (8) hours per day and a work performed on Saturdays, Sundays and Holidays shall be paid at the applicable overtime rate. There shall be no duplication or pyramiding of overtime.

Section 3. Day Work. When the ship is not feeding and members of the Stewards' Department are on day work, the hours shall be 8 A.M. to 5 P.M.

When members of the Stewards' Department are on day work, they may be required to work in the storerooms, linen lockers, toilets, passengers and officers' quarters, messrooms, galley, Stewards' Department passageway, handle stores and linen placed aboard ship and do general cleaning without the payment of extra compensation.

When members of the Stewards' Department are on day work, all hands shall be allowed thirty (30) minutes for coffee at 10 A.M. and 3 P.M., or at a convenient time near these hours.

Section 4. Hours of Work Routine Duties. In Port. In port, members of the Stewards' Department shall perform their duties as required by the Master.

A. **At Sea.** At sea, members of the Stewards' Department shall perform their duties as required by the Master.

B. The Stewards' Department work shall be so organized that the routine duties, including those listed below, are carried out within the regular hours of work. The members of the Stewards' Department shall work as a team.

C. Routine duties for members of the Stewards' Department shall include preparation and serving of meals, upkeep and cleaning of quarters, washrooms, lavatories and saloon used by

Licensed Personnel and all rooms not occupied by crew members, passageways, stairways, upkeep and cleaning of ship's office, all dining rooms, messrooms, washrooms, galley, and pantry, Stewards Department personnel quarters, washrooms, lavatories, iceboxes, storage and working spaces, also stowage, culling and sorting fruits and vegetables, stowing and care of Steward's Department provisions stores and equipment. Waxing and/or polishing decks shall be a routine duty.

Section 5. Extra Meals in Port. For lunches or meals served to anyone other than members of the crew or cadets the sum of one dollar (\$1.00) for each person served shall be paid and equally distributed to the members of the Steward's Department actually engaged in the preparation and serving of same. When members of the Steward's Department are required to work for the purpose of preparing and serving extra meals in excess of eight (8) hours a day, they shall be paid overtime.

Section 6. Meals at Sea - Passengers and Workaways. When persons are carried other than member of the crew signed on articles, those members of the Steward's Department engaged in actually servicing these additional persons shall be compensated as specified in Section 5.

Section 7. Shifting Meal Hours. When meal hours are extended for any reason and all of the Unlicensed Personnel are unable to eat within the regular prescribed time, any member of the Steward's Department required to stand by to prepare and serve the meals shall be paid overtime if in excess of eight (8) hours.

Section 8. Extended Meal Hours. When meal hours are extended for any reason and all of the Unlicensed Personnel are unable to eat within the regular prescribed time, any member of the Steward's Department required to stand by to prepare and serve the meals shall be paid overtime if in excess of eight (8) hours.

Section 9. Serving Meals Outside of Messrooms. Members of the Steward's Department shall not be required to enter the engine room or fireroom for the purpose of serving coffee or meals.

However, meals may be served on the bridge to the Master/Mate and/or Pilot without the payment of extra compensation whenever it is necessary for the Master/Mate and/or Pilot to be on the bridge for the safety of the ship. The Captain's office or stateroom shall not be classified as the bridge of the ship. Meals may be served to passengers or personnel during regular working hours on account of illness.

Section 10. Refuse Compartments in Port. In port, all refuse compartments shall be located convenient to the galley.

Section 11. Cleaning Meat and Chill Boxes. Members of the Steward's Department shall be assigned by the Steward/Baker to clean and defrost meat and chill boxes.

No extra compensation shall be paid for keeping the meat and chill boxes neat and orderly at all times such as sweeping, cleaning out paper wrappings, crates, etc., within regular working hours. Boxes shall not be cleaned without the express authorization of the Steward/Baker.

Section 12. Stowing of Ice. Ice delivered by AB's or GVA to reefer doors shall be stowed by the Steward's Department without the payment of extra compensation during regular working hours.

Section 13. Carrying Stores or Linen. Members of the Steward's Department shall not be required to carry stores or linen from shore to vessel or from vessel to shore. In the event of a breach of this Section, penalty time shall be paid if the work is performed during regular working hours.

Section 14. Stowing Stores or Linen. Members of the Steward's Department shall be required to place in storerooms or to stow stores or linen away, during regular working hours without the payment of any penalty. Collecting, sorting, counting, bagging or handling of linen shall be routine duties.

Section 15. Chipping, Scaling and Painting. Members of the Steward's Department shall not be required to chip, scale or paint as part of routine duties.

Section 16. Garbage. Handling and/or dumping garbage, trash, plastics, recyclables, shall be performed by the Steward's Department as routine duties.

Section 17. Chief Cook. Shall be competent in all aspects of proper food preparation and cleanliness and shall display this competence in the preparation of all meals. Shall be in charge of the galley under the direction of the Chief Steward/Baker. Familiarize and be knowledgeable of all galley equipment. Cook and serve all meals, prepare salads, night lunches, etc.

When possible, grilled and fried foods to be prepared to order and roasts are to be carved to order. When extra meals are authorized prepare, cook and serve meals as required. In the event portion control or fabricated meats, fish or poultry cannot be obtained and the Chief Cook is required to butcher, s/he shall be compensated for same.

Assist in general cleaning, washing and sanitary condition of the galley, galley equipment and utensils. This shall include ranges, ovens, working tables, ventilators, paint work and the use of insecticides. Assist in the general cleaning and sanitary condition of the galley and service refrigerators, including the proper care of fruits and vegetables.

Draw stores from refrigerated and dry storerooms as requested and approved by the Chief Steward/Baker. Draw linen for galley use in exchange for soiled linen. Assist Chief Steward/Baker

Regarding; replacement of galley equipment, utensils and repairs, proper storage of refrigerated space when stores are received, handling of dry and sundry stores, taking inventory of subsistence stores, galley equipment and utensils.

Section 18. Second Cook. Shall work under the direction of the Chief Cook. Assist in the preparation cooking and serving of meals, making salads and preparation of night lunch. Familiarize and be knowledgeable of all galley equipment.

Assist in general cleaning, washing and sanitary condition of the galley, galley equipment and utensils. This shall include ranges, ovens work tables, ventilators, paint work and use of insecticides. Assist in the general cleaning and sanitary condition of the galley and service refrigerators. Including proper care of fruits and vegetables. Draw stores or lines as₆₁ directed by the Chief Cook.

Perform the duties of the Chief Cook during his/her absence.

Section 19. Third Cook. Shall work under the direction of the Chief Cook. Shall perform the duties delineated for the Second Cook in this section.

Section 20. Assistant Cook. Shall work under the direction of the Chief Cook. Shall perform the duties delineated for the Second Cook in this section.

Section 21. General Steward Utility (GSU). Under the direction of Chief Steward/Baker perform the following routine duties: Maintain daily all Officers' staterooms, toilets showers and offices. Clean officer's recreations room. Sweep and mop deck. Maintain cleanliness of passageways and stairways. Responsible for cleanliness of gear and linen locker.

When necessary, serve meals to Master/Mate and Pilot on bridge or to sick Officers or Crew members. Draw necessary stores and exchange soiled linen for clean. Wash galley utensils and equipment, scrub down galley, clean after each meal and remove grease and finger marks from bulkhead panels. Dispose of trash and garbage from galley and service pantry. Empty and scrub out garbage pails daily. Clean gear locker. Responsible for keeping garbage room clean and tidy at all times. Garbage chute to be locked in all ports.

Assist in cleaning and preparation of vegetables. Draw stores from domestic refrigerators and drawers in storerooms when required. Assist in general cleaning and upkeep of messrooms, crew lounge, galley, galley equipment, and refrigerators and pantry area. Clean deck areas around domestic refrigerator, storerooms and ice machine. Assist Chief Steward/Baker in sorting, counting, bagging and stowage of clean and soiled linen. Use insecticides as directed. Perform such work as directed by the Chief Steward/Baker including areas and routine duties not specifically mentioned in this job description.

Assisting with docking and undocking or other work on deck or in the engine room shall not be considered a routine duty.

Section 22. Steward Assistant Under the direction of the Steward/ Baker shall perform the duties delineated for the General Steward Utility in this section.

Section 23. Duties Not Specified. After carefully itemizing the routine duties of the ratings in the Steward Department there may arise a situation which may cause an individual to perform work within the rating that is not specifically contained in this schedule. It is understood that normal routine duties of each particular rating listed herein are not necessarily all inclusive. Therefore, no additional compensation for such work shall be approved or paid unless ordered to be performed outside regular scheduled hours or as otherwise specified in this agreement. It is intended the Galley Force shall work as a unit in the daily preparation and serving of the three (3) regular meals and night lunch.

understood that the Union shall not be deprived of representational rights on the Company's current vessels or any newly acquired vessels (other than those they may operate/manage for this third party). It is further understood that the additional vessels which the Company will operate/manage shall not reduce the employment opportunities of the Unlicensed Personnel aboard the vessels covered under this Agreement.

C. Unless and until any such modification is made by mutual agreement, the terms and conditions of this Agreement shall apply to all Unlicensed Personnel for whom the Union is the collective bargaining agent in accordance with Article I, Section 1, and Article VII, Section 3, herein.

KEYSTONE SHIPPING CO., Agent

By: *Arthur H. Anderson*
Manager, Industrial Relations

Date: January 10, 2000

NATIONAL MARITIME UNION
OF AMERICA

By: *Paul J. ...*
President

Date: January 10, 2000