

TO: ALL DEEP SEA OFFICIALS AND REPRESENTATIVES  
FROM: FRANK RYAN  
DATE: MARCH 27, 2001  
SUBJECT: RRF FLEET FULL BODIED AGREEMENT WITH APPENDIX "A"  
ECONOMIC MATTERS: MARAD DTMA-91-97-R-00002

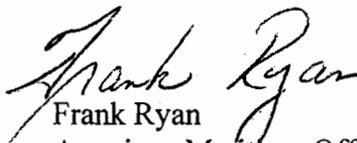
Enclosed is Codified Agreement from the Memorandum of Understanding MARAD DTMA-91-97-R-00002 2000 Supplement RRF Fleet.

This was done in order that all AMO Contracted Companies operating MARAD RRF ships have the exact same Agreement.

Sheet attached notes MOU provisions moved to full bodied agreement.

Two (2) Originals are enclosed. Please review and advise or sign one (1) original and return to this office.

Thanking you in advance,

  
Frank Ryan  
American Maritime Officers  
650 4<sup>th</sup> Avenue  
Brooklyn, New York 11223

**Distribution:**

AMSEA – Peter Lawrence  
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2000 Supplement

RRF FLEET

MOU

Moved to Full bodied

1.1 B.1.a)	Article I Section 2. Employment E. page 4
1.1 B.1 b)	Article I Section 2. Employment F. page 5
1.1 B. 1.c)	Article I Section 2. Employment G. page 5
1.1. B.1.d)	Article I Section 2. Employment H. page 5
1.1 B 2.	Article I Section 2. Employment I . page 5
1.1.2.	Article I Section 2. Employment J. page 5
1.1.3	Article I Section 2. Employment K. page 6
1.1.6.	Article I Section 2. Employment L. page 6
4.1.	Article I Section 2. Employment M. page 6
4.1.2	Article I Section 2. Employment N. page 6
4.1.3	Article I Section 2. Employment O. page 7
5.1	Article I Section 2. Employment P. page 7
1.1.5	Article I I Section 15. Uniforms page 22
1.2.	Article II Section 4 No Strike page 17
2.1	Article III Section 1 – Manning Scale, All purpose Crews and Wages page 29
2.2	Article II Section 27 Holidays page 28
2.3	Article III Section 1 Manning Scale All purpose Crews & Wages P29
2.3.1	Article III Section 1 Manning Scale All purpose Crews & Wages P29
2.3.2	Article III Section 1 Manning Scale All purpose Crews & Wages P29
2.3.3	Article III Section 1 Manning Scale All purpose Crews & Wages P30
3.1	Article III Section 1 A. p. 29
3.1.1.	Article II Section 26 Pension Wages page 27
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7.1.	Article V. page 34

**READY RESERVE FORCE 2000 AGREEMENT**

**DTMA -91-97-R-00002**

**This Document is not the result of new negotiations. There is absolutely no intent to change any previously agreed to provision or intent.**

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**Accompanying is RRF 2000 DTMA-91-97-R-00002 APPENDIX“A”Economic Matters**

**RRF FLEET**  
**AGREEMENT**

**MARAD DTMA-91-97-R-00002**

**THIS AGREEMENT** entered into by and between Ocean Duchess, Inc. (herein Company) and American Maritime Officers (herein Union), and along with all Supplements are binding upon the Parties, themselves, their successors, administrators, executors and assigns.

**WHEREAS**, the Parties, hereto, have met, discussed and developed a competitive and efficient program and policies which will insure a continuous, uninterrupted operation of the vessels covered herein; and

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

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

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I**

**EMPLOYMENT**

**INTRODUCTION:**

This Agreement, throughout its duration, governs the relationship between the Parties and the covered Officers in their combined effort to operate the vessel(s) engaged in the DTMA 91-97-R-00002 "Operation & Maintenance of Ready Reserve Force (RRF)" provides, among other things, wages, benefits and other terms of employment for such Officers and, also, contains the mechanism to resolve disputes which may arise, from time to time, under the terms of this Agreement, in an equitable and expedited manner, so, that there will be no interruption, even momentary in nature, of services performed for the Maritime Administration.

**Section 1 - Recognition**

A. The Company recognizes the Union as the sole and exclusive bargaining representative of all licensed Officers employed on board the MARAD Ready Reserve Force vessels operated by the Company.

B. This Agreement covers all Masters, Licensed Deck Officers, Radio Officers, Chief Engineers and Licensed Assistant Engineers.

Officers shall be referred to herein as follows:

1. "Deck Officers" (includes Masters and Licensed Deck Officers).

2. "Engineers" (includes Chief Engineers and Licensed Assistant Engineers).
3. "Radio Officers"(includes Radio Officers or Electronic Technicians.)(when carried.)
4. Collectively "Officers."

**Section 2 - Employment:**

A. The Company shall request Officers for temporary or permanent assignment from Union's Dispatch Department.

A temporary assignment shall be made in the case of a temporary vacancy; a permanent assignment shall be made in the case of a permanent vacancy. A permanent vacancy shall be deemed to occur when a permanently assigned Officer either dies, resigns, is discharged for cause or accepts employment with another Company. A temporary vacancy shall be deemed to occur when a permanently assigned Officer leaves his position for any reason other than the foregoing.

B. If, for any reason, the Union is unable to perform its undertaking as provided for in paragraph (C) of this Section, then the Company may obtain Officers through any available source, subject to the terms provided in paragraph (D) of this section.

Nothing contained in this Agreement shall be construed as requiring the Company to discharge any Officer in good standing who is satisfactory to it, nor to prevent the transfer of any Master or Chief Engineer holding permanent Company status to another vessel manned by the Company provided the transfer is agreeable to the Officer and is cleared through the Union.

C. The Union agrees that it will furnish the Company when requested with capable, qualified and physically and mentally fit Officers when and where they are required and with the appropriate license, in ample time to prevent any delay in the schedule departure of any vessel operated by the Company. The term "physically fit" shall mean an Officer satisfactory to the Company doctor who examines applicants for employment; provided, however, if there is a disagreement between the Company's doctor and the Officer's doctor, or the Union's doctor concerning the applicant's physical fitness, the matter shall be referred for determination to the Medical Advisor to the AMO Medical Plan, and its decision shall be final. In no event shall any disagreement or dispute concerning an applicant's physical condition cause a delay in any vessel's scheduled departure.

Where an Officer is required to incur unusual transportation expenses in connection with his physical examination because of the special needs of the Company, his transportation expenses will be reimbursed.

D. All Officers, shall, on their thirty-first (31<sup>st</sup>) day of employment, become and/or remain members in good standing of the Union as a condition of continued employment. The Company has no obligation to take action under this Section until first notified by the Union that an Officer(s) has lost his good standing and that such Officer(s) has been afforded an opportunity to regain good standing status.

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

F. If MARAD has reason to be dissatisfied with the qualifications, conduct or performance of any Officer, MARAD will provide written particulars to the Company who will promptly notify the Union. Jointly, they will investigate same and take appropriate action.

G. If MARAD notifies the Company that the employment or continued employment of the Master or any other Officer is prejudicial to the interests or endangers the security of the United States of America, the concerned Masters' or other Officers' assignment shall be canceled immediately.

H. Where a dispute arises relative to item G above, that dispute shall be submitted for immediate arbitration, nevertheless, the concerned Officer shall be removed from the assignment immediately. The arbitrator shall be instructed that where unjustifiable termination is decided, the settlement can only be in cash form. Officers once terminated shall not be reassigned again.

I. Where a dispute arises relative to the patriotism of an Officer, item G above, that dispute shall be submitted for immediate arbitration, nevertheless, the concerned Officers shall be removed from the assignment immediately. The arbitrator shall be instructed that where unjustifiable termination is decided, the settlement can only be in cash form. Officers once terminated shall not be reassigned again.

J. All Officers to be assigned shall:

1. be U.S. citizens (which is a requirement in order to obtain a USCG license);
2. meet requirements of the USCG and possess current, valid USCG licenses, including Radar Observer Endorsements and a GMDSS certification for Deck Officers;
3. possess a valid U.S. passport;
4. possess Federally Required Test certificate(s);



5. be certified by the Company designated licensed physician to be fit for duty in accordance with the requirements of this RFP.
6. shall participate in all sea trials and emergency sorties;
7. possess security clearance as required; and
8. and be trained in accordance with IMO STCW convention as ratified and in the subject matter and manner required by this RFP.

K. 1. Whenever possible graduates of state and federal maritime academies shall be given equal employment opportunities when filling any vacancy in the employment of these vessels.

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

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

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

N. We will coordinate with all contracted companies, who are awardees under this RFP, an ongoing program to establish and maintain a pool of Officers familiarized with



these vessels. This includes utilizing vessels awarded to contracted companies for familiarizing members and non-members.

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

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

### **Section 3 - Discharge For Cause**

An Officer who is discharged for cause shall be given a written statement containing a detailed explanation of the reason(s) for the discharge before leaving the vessel. Failure to furnish such written statement will presumptively establish that the Officer is discharged without just cause. Such statement must be immediately furnished to the Union Headquarters if the Officer is not available.

Offenses for which an Officer is subject to immediate discharge include:

- Direct disregard of a lawful order;
- Negligence or misconduct resulting in bodily injury or loss of life, or damage to the vessel, cargo and/or the environment; and
- Violation of Company policy safety policies or repeated violation of other Company policy. The Union has the right to appeal such discharge within the terms of the Grievance Procedures set forth in this Agreement.



#### Section 4 - Recovery of Wages

Officers, who are entitled to recovery of wages in cases of improper discharge as provided for in applicable Federal Law, or, who are entitled to wages as a result of improper continuance of a voyage after the expiration of Articles, pursuant to applicable Federal Law, shall be entitled to pursue their remedies under the arbitration provisions of this Agreement, provided, that each Officer involved agrees, in writing, that the Arbitration Award shall act as a complete and final substitution for any claim arising under those provisions. It is further agreed that the statutes and the interpretation thereunder shall be applied in the arbitration proceedings.

#### Section 5 - Discrimination

A.1. Neither Party shall discriminate against any Officer because of race, color, sex, age, religion, national origin, status as a qualified individual with a disability nor Union membership. This nondiscrimination policy shall include, but not be limited to, the following: employment, promotion, upgrading, transfer, layoff, demotion, termination, rates of pay and forms of compensation.

2. Reference, herein, to the masculine gender also means the feminine gender.

B. The Company and the Union strongly believe that no Officer should be subjected to sexual harassment. Sexual harassment will not be tolerated. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions; or (3) such conduct has the purpose or effect of unreasonably



interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Complaints of an Officer's conduct, which could be considered sexual harassment in nature, shall be brought directly and immediately to the attention of the Company, after which, with Union participation, a full investigation will be conducted and appropriate disciplinary action taken against the offender(s).

**Section 6 - Shipping Rules & Shipping Articles**

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

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

**Section 7 - Indemnification**

The Union shall protect and indemnify the Company in any cause of action based on improper application by the Union of the employment provision of ARTICLE I Sections 2 and 5 of this Agreement. The Company shall protect and indemnify the Union in any cause of action based on improper application by the Company of the provisions of ARTICLE I Sections 2 and



5, Article I Section 9 "Substance Abuse Policy" and Article II Section 21 "Physicals and Drug Testing" contained in this Agreement.

**Section 8 - Separability**

All provisions of this Agreement are subject to applicable law(s) and if any such provision(s) is in conflict therewith, such provision(s), to the extent thereof, shall be deemed severed from this Agreement. All remaining provisions of this Agreement shall remain in full force and effect.

**Section 9 - Substance Abuse Policy**

The Parties agree that abuse of illegal drugs, alcohol, controlled substances or any other chemical is a problem of great concern. The Union supports any legally acceptable Substance Abuse Policy adopted by the Company.

**Section 10 - RFP Bidding**

The Company agrees, when responding to a Request For Proposal (RFP) issued by a Government agency or on a commercial basis where other Union contracted companies are competitors, to include the wage and fringe benefit package developed by the Union. The Union agrees not to provide other contracted companies, competing in the same RFP, a wage and fringe benefit package more favorable than the wage and fringe package provided to the Company to be used in its submittal to the same RFP.



**Section 11- USCG Licenses**

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

**Section 12 - Pollution**

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

**Section 13 - War Zones**

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



**Section 14 - Vessel Out of Commission**

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

**Section 15 - Full Complement While Cargo is Being Worked**

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

**ARTICLE II**  
**GENERAL RULES**

**Section 1 - Grievances:**

No claim of an alleged contract violation by the Company by an Officer, including but not limited to, non-payment of overtime or other remuneration payments, or, for wrongful termination, will be entertained after payoff unless within fifteen (15) days thereafter, a written claim, by letter or otherwise, from the Officer or by a Union representative, acting on behalf of the grieving Officer, is filed with the Company, provided however that, when proper filing is prevented by some cause beyond the control of the Officer, such time limitation shall be automatically extended for an additional fifteen (15) days. Whenever a properly presented claim is disputed by the Company, the Company shall, within seven (7) days of receipt of same, provide written notice setting forth the reason(s) for denial to the Union Vice President, Deep



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

## **Section 2 - Grievance Procedure & Arbitration**

**Grievance Procedure:** (NOTE: All time limitations noted, herein, exclude Saturdays, Sundays and recognized holidays and may be extended by written mutual consent of the Parties.)

The Parties agreed to the concept of an "Expedited Arbitration Procedure" on a non-mandatory case by case basis.

### **STEP I**

Shipboard disputes must be brought to the attention of the Master within three (3) days of the incident giving rise to such dispute. The Master has three (3) days to resolve the dispute after which the Master must notify the Company and the Union of the existence of an unresolved dispute.



## STEP II

The Parties shall establish a Grievance Committee, which shall meet at a mutually agreed upon location, consisting of one (1) representative each from the Union and the Company. It shall be the duty of the Grievance Committee, whose majority decision will be binding upon the Parties, to meet in person or by telephone, consider all the facts and make a bona fide effort to resolve the pending grievance within five (5) days of being notified that a grievance exists. In the event the Grievance Committee cannot mutually agree upon a resolution, the unresolved grievance may be submitted by the Union to final and binding arbitration within seven (7) days of the Grievance Committee's determination that a mutually agreed upon resolution is not achievable.

### **Arbitration:**

Only the Parties, hereto, can invoke, proceed to and prosecute an arbitration. In the event the Parties cannot agree on the selection of an impartial arbitrator, an arbitrator will be selected pursuant to the Labor Arbitration Rules of the American Arbitration Association (AAA). Fees and expenses for the Arbitrator shall be shared equally by the Parties, provided that, each Party shall bear its own arbitration expenses.

The jurisdiction and authority of the Arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Company. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The written award of the



Arbitrator regarding any grievance adjudicated within his jurisdiction shall be final and binding on the grievant, the Union and the Company.

The Parties hereby designate Mr. Alan Viani, as contract arbitrator and Howard Edelman, Esq., as alternate contract arbitrator. The arbitrators designated herein shall serve at the pleasure of the parties and may be terminated by either party on any anniversary date of this Agreement.

### **Section 3 - Internal Appeals**

During the period of a collective bargaining relationship, both Parties have acknowledged the desirability of ensuring prompt, fair and final resolution of the Officer's grievance arising under our Agreement. The Parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which both subscribe. Accordingly, the Parties view an attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

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

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the



provisions of our Agreement or at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of AMO and the Officer(s) involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any federal, state, or a municipal agency.

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

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

In addition to the foregoing, the Parties also agree that if a disciplinary grievance has been resolved by the Parties at a step in the grievance procedure prior to arbitration in a manner favorable to an Officer, and the Company, within sixty (60) days of the resolution of the grievance, subsequently acquires newly discovered evidence which would demonstrate that the Company would not have resolved the said grievance in a manner favorable to the Officer, the



Company shall, upon written notice to the AMO at its Headquarters and to the Officer at said Officer's home address, have the right to withdraw from or rescind the resolution and move the grievance to arbitration with any intermediate steps subject to waiver by agreement of both the Union and Company. In such circumstances, the Union shall have the right to claim before the Arbitrator that the newly discovered evidence did not demonstrate that the Company would not have resolved the said grievance in a manner favorable to the Officer.

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

If the Company proceeds to arbitration or the grievance is again settled prior to arbitration in a manner favorable to the Officer, the Arbitrator shall award or the Company shall pay the Officer two (2) months base wages as a remedy in excess of any other lost wages and fringe benefits.

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

#### Section 4 – No Strike



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

### **Section 5 - Expedited Arbitration**

In the event of an alleged violation of Article II, Section 4 of the Agreement arising out of a matter not subject to resolution pursuant to the grievances and arbitration procedures set forth in Article II, Section 1 and Article II, Section 2 of this Agreement, the Company may institute expedited arbitration proceedings regarding such alleged violation by delivering written (which may be via fax) notice thereof to the Union and to the designated Impartial Arbitrator or the American Arbitration Association in the event of the Arbitrator's unavailability. Immediately upon receipt of such written notice, the American Arbitration Association shall appoint an arbitrator to hear matter. The arbitrator shall determine the time and place of the hearing, give written notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Union and the Company. The failure of either Party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and



order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Article II, Section 4 of this Agreement has occurred, is occurring or is threatened. If the arbitrator finds that a violation of Article II, Section 4 is occurring, has occurred, or is threatened, he shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Union and the Company.

In the event of an alleged violation of Article II, Section 4 of this Agreement to which this Section 5 is applicable, the Company may immediately apply to the United States District Court for injunctive relief, including a temporary restraining order, prohibiting the continuation of such alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

**Section 6 - Authority of Master and Obedience of Crew**

Nothing in this Agreement is intended to nor shall be construed to limit in any way the authority of the Master or other Officers, or lessen the obedience of any members of the crew to any lawful order.

**Section 7 - Commencement of Employment; Calendar Day**

Pay for Officers shall start on the day the Officer actually "turns to" aboard ship.

The calendar day shall be reckoned from midnight to midnight.



**Section 8 - Statement of Earnings**

A. Officers shall be given a complete record of all earnings and deductions for the voyage not later than at time of payoff.

B. Earnings shall be reported on the Officer's W-2 form so that income earned during a calendar year will be credited in the calendar year earned.

**Section 9 - Customary Duties**

For the safety of the crew, passengers, cargo and vessel, Officers on watch shall not be permitted to perform any duties other than the regular duties of an Officer on watch at sea or in port. It is the intent of this Section to define the work of an Officer to be including such work as is necessary for the safe navigation and operation of the ship and the supervision of loading and/or discharging operations and fueling the ship, and supervision of other work performed for maintenance and the safety of upkeep of the vessel and the convenience and comfort of the passengers.

**Section 10 - Medical Treatment**

Medical treatment will not be provided except that which is available aboard the vessel, if the cause of the illness is the fault of Officers, such as, venereal diseases, herpes, and other related diseases and those illnesses or injuries which are obviously self-inflicted.

**Section 11 - Maintenance and Cure**

A. When an Officer is entitled to Maintenance and Cure under Maritime Law, he shall be paid maintenance at the rate of eight dollars (\$8.00) for each day, or, part thereof. The



payment due hereunder shall be paid weekly and made regardless of whether or not the Officer retained an attorney, filed a claim for damages, or taken any other steps to that end and irrespective of any insurance arrangement in effect between the Company and any insurer.

B. When entitled to unearned wages under Maritime Law, Officers shall be paid unearned wages (benefit/base wages only) for the remainder of the then current voyage.

### **Section 12 - Loss of Clothing**

A. In the event a covered ship is lost, Officers shall be recompensed for the loss of clothing in the amount of seven hundred and fifty dollars (\$750.00).

B. In the event that personal effects of an Officer are damaged due to a marine casualty, Officers shall be compensated for the loss in the amount of such loss but not to exceed five hundred dollars (\$500.00).

### **Section 13 - Emergency Duties and Drills**

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 thereon, shall be performed at any time and such work shall not be considered overtime. In an emergency, such as the above, it is not necessary for the Master to call out all hands for this subsection to apply.

### **Section 14 - Safe Working Conditions**

Officers shall not be required to work under unsafe conditions. Ordinary hazards of the sea shall not be considered unsafe conditions in applying this section.



### **Section 15 - Uniforms**

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

### **Section 16 - Sailing Board**

The sailing time shall be posted at the gangway 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. Officers will be aboard the vessels one hour prior to departure.

If the scheduled sailing is between midnight and 8:00 AM, the sailing time shall be posted not later than 5:00 PM.

### **Section 17 - Meal Hours - Relieving for Meals**

Meals for Officers shall be served over a one-hour (1) period and a reasonable time of at least one-half (½) hour shall be allowed for each meal in all cases where the Officer is late not due to his own fault or on watch.

### **Section 18 - Quarters**

A. Officer's quarters shall be kept separate from those furnished for other members of the crew except where otherwise mutually agreed upon by the Parties. Each Officer shall have his own individual stateroom. All Officer's quarters shall be properly equipped with an adequate supply of clean linen, fresh water, cleaned, heated and lighted at all times during occupancy.



- B. Officers shall have access to a library and their own electric washer and dryer, refrigerator, and television set which shall be kept in good working order at all times.

### **Section 19- Transportation**

- A. Officers are entitled to economy air transportation from their home to the ship and back to their home. No Officer shall be entitled to transportation home when fired for cause, or signs off by "mutual" consent prior to the completion of the assignment duration when in FOS. The normal assignment period shall be one hundred and twenty (120) days.
- B. When a vessel is not in FOS transportation shall be paid in accordance with the appropriate provisions contained in the RFP.
- C. Officers who do not complete the full assignment period because of termination for cause or by "mutual consent" are not entitled to transportation reimbursement and shall pay transportation costs of their replacement Officers. (This subsection does not apply in cases of personal emergencies).
- D. Such allowances for traveling to and from required training courses and/or programs shall be agreed upon on a case-by-case basis in instances where payment is already being made.

### **Section 20 - Officers Employed on the Vessel**

- A. The Parties agree that the Officers covered under this Agreement, including Masters, Licensed Deck Officers, Licensed Engineer Officers and Electronic Technicians (ET),



are supervisors within the meaning of Section 2 (11) of the Labor Management Relations Act of 1947, as amended.

B.1. Electronic Technician referred by the Union for employment on a Company vessel shall possess all licenses and certifications required under the laws of the United States and the regulations of all U.S. Government agencies promulgated thereunder.

2. The Electronic Technician shall have overall responsibility for the customary work and jurisdiction of Electronic Technicians on ships covered by this Agreement.

3. The Electronic Technician shall have the authority to assign and direct unlicensed crew members with electrical skills to assist in properly repairing or maintaining any equipment within the jurisdiction of the Electronic Technician.

Such assignment and direction shall be with the consent of the concerned Department Head, which consent shall not be unreasonably withheld, and shall include the authority to direct, discipline, or effectively recommend discipline, recall, and award premium or overtime compensation as the Electronic Technician determines that such assignment or direction is required to repair or maintain any equipment within said jurisdiction.

#### **Section 21 - Physicals and Drug Testings**

The Company may require all Officers to undergo a pre-employment and re-employment physicals including drug testing which, in absence of an agreement to the contrary, the Company shall pay for such testing. In addition, the Company may require Officers to submit to random and post accident testing to ascertain compliance with the Company's alcohol and substance



abuse policies and standards, which may contain provisions which exceed U.S. Coast Guard, or other agencies having jurisdiction, requirements. Subject to the grievance procedure and arbitration provision, failure of an Officer to take or pass the required physicals and testing will be a cause for discharge.

**Section 22 - Riding Crew**

The Company may employ, with prior written notice given to the Union, a riding crew to assist the ship's Officers for specific projects.

**Section 23 - Legal Support**

If action is taken by any person or governmental agency against any Officer as a result of that Officer's shipboard employment, in the absence of willful misconduct or negligence on the part of the Officer, the Company shall pay all costs of litigation in which the Officer is involved, reimburse the Officer for any fines or other levies which may be imposed and for all lost wages resulting from being involved in such proceedings.

**Section 24 - Money Draws and Allotments**

**Money Draws:**

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



When American money is aboard, the Master will put out draws and cash Company payroll and travel checks the day of arrival in port. Such draws shall be made available to the Officers not later than 4:00pm. Upon request, the Officer shall be granted draws at least once every five (5) days, except on Saturdays, Sundays and holidays, while the vessel is in port. Payable overtime shall be included in computing the amount upon which the Officer may draw.

**Allotments:**

Procedures shall be established on all vessels while on foreign or inter-coastal articles whereby allotments may be made, at the behest of the Officer, not less frequent than once a month.

**Section 25 - Fair Credit Reporting Act**

AMO members/applicants referred by the Union, or Officers obtained from other sources, in accordance with this Agreement, for employment by the Company and who refuse or fail to execute the authorization required by the amendment to the Fair Credit Reporting Act may be denied employment until such authorization is signed.

Any AMO member/applicant referred for employment by the Union, who is denied employment because of information received as a result of signing the authorization referred to above, shall have the right to grieve such denial through the Union. In order to establish a forum for an expedited settlement of any dispute arising from the application of this Section, the Parties



shall select an impartial arbitrator who shall have the limited power to resolve disputes arising out of this Section. The Impartial Arbitrator shall serve from year to year unless one Party notifies the other, in writing, sixty (60) days prior to the end of a year, of its desire to select another arbitrator to serve in accordance with this Section. The Arbitrator shall have no power to add to, delete, ignore or modify any provision of the Agreement. After the Arbitrator conducts a formal hearing on the issue in dispute, the Party against whom the Arbitrator renders the final and binding decision shall pay the Arbitrator's fees and incurred expenses. The Arbitrator shall convene a formal hearing within ten (10) working days after being notified by one (1) of the Parties that the dispute cannot be resolved through discussions. The non-complaining party shall be notified simultaneously in writing of a request by the party seeking arbitration. The jurisdiction of the Fair Credit Arbitrator shall be confined to interpreting the propriety of the actions of the Company resulting from denial of employment because of information obtained from a member/applicant signing the authorization referred to herein. The Arbitrator shall hear any disputes arising under this Section in New York City, New York at a mutually agreed upon location unless another location is otherwise agreed upon.

The Parties herein select Mr. Michael Swayne to serve as Impartial Arbitrator for the purpose of resolving disputes arising from and in accordance with this Section.

**Section 26 - Pension Wages**



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

**Section 27 - Holidays**

There shall be ten (10) holidays:

- |                                  |                  |
|----------------------------------|------------------|
| New Years Day                    | Labor Day        |
| Martin Luther King, Jr. Birthday | Columbus Day     |
| Presidents' Day                  | Veterans Day     |
| Memorial Day                     | Thanksgiving Day |
| Independence Day                 | Christmas Day    |

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

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

**Section 28 - Passes**

The Company agrees to issue passes to the Union officials and representatives for the purposes of contacting its members aboard vessels of the Company covered by this Agreement.

Representatives of the Union shall be permitted to board any vessel covered, hereunder,



at any time for this purpose but shall not interfere with Officers at work unless said Officers are properly relieved. (The relief shall receive no extra compensation.)

The Union shall hold the Company harmless from any claim arising as a result of an injury sustained by a Union Representative conducting official Union business on board.

### ARTICLE III ECONOMIC MATTERS

#### Section 1 - Manning Scale, All Purpose Crews, and Wages

A. All rates of pay and overtime and vacation entitlement are provided in Appendix "A" attached hereto.

Wages shall commence on the day the Officer actually "turns to" aboard the vessel.

B. The manning scale shall be, at all times, not less than the minimum required by the U.S. Coast Guard. The Company shall pay the wages, benefit levels and make the contributions for all such Officers for the rating in which they are employed.

- (1) "ROS" and "FOS" shall be as defined in the resultant agreement between the Company and MARAD.
- (2) While in ROS, the manning scale shall be as agreed upon between MARAD and the Company.
- (3) While in FOS, the manning scale shall be as agreed upon between MARAD and the Company.



- (4) The manning scales in B (2) and B (3) above shall be adjusted only in accordance with the provisions of the Agreement between the Company and MARAD.

**Section 2 - Benefits and Contributions:**

- A. The Company agrees to become and/or remain party to the various AMO Plans, entities and committees (including the MPB and the non-contributory 401 (k) Plans) and to make contributions thereto for all days of "covered" employment which includes period for which earned and unearned wages are paid, in the amount noted in the confidential "Contribution Letter" which is made part of this Agreement.
- B. There shall not be any duplication of contributions to the various benefit plans, entities and committees. When processing an application for vacation benefits earned while in "FOS", the Vacation Plan shall deduct one day of covered employment before calculating the benefit payable. Such deduction shall be per non-continuous pay periods.
- C. The Parties agree that the AMO Vacation Plan shall be the recipient Plan for contributions to the Vacation Plan, Safety & Education Plan, JEC, and AMOS. The Parties shall designate an Allocation Committee consisting of one (1) Committee Member designated by AMO contracted companies and one (1)



Committee Member designated by the Union. Except to the extent otherwise specifically required, the Allocation Committee is authorized to allocate contributions from the Vacation Plan to any other of the AMO Plans, Trusts or Committees, provided that the Vacation Plan shall retain sufficient funds to provide vacation benefits and to pay taxes and administrative costs, and to adjust and reallocate any and all future contributions from any or all of the AMO Plans, Trusts, or Committees to any or all other of the AMO plans, Trusts, or Committees, on a need basis, provided that such actions by the Allocation Committee do no increase the total amount contributed by the Company, and provided further that the authorization granted to the Allocation Committee shall not extend to contributions to the AMO Money Purchase Benefit.

- D. The Parties hereby designate Joseph B. Cecire (Employer Designee) and Jerome E. Joseph (Union Designee) as the Allocation Committee.

**Section 3 - Room and Meal Allowance**

Subsistence and Lodging expenses shall be reimbursed in accordance with the government's Federal Joint Travel Regulations (JTR).

**Section 4 - Restriction to Ship**

If for any reason within the exclusive control of the Master, Officers who are not on watch and are entitled to shore leave are required to remain on board a vessel in a safe port or



when the is alongside the dock or at a safe anchorage, they shall receive five dollars (\$5.00) per hour for all such hours between the hours of 6:00PM and 7:00AM, Monday through Friday and on Saturdays, Sundays and holidays, that they are deprived of shore leave. When shore leave is denied by the Master, the burden of proof shall be on the Master to show that such denial was based upon reasonable cause. The intent of this Section is to prevent the arbitrary action of the Master in denying shore leave.

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

#### **Section 5 - P & I Claims**

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

#### **Section 6 - GMDSS**

An Officer, who is properly GMDSS certificated and actually performs communication duties, shall be compensated as noted in the appropriate Appendix or Supplement to the Agreement, prorated where appropriate. Such amount shall be increased on the same date as and



by the same percentage as increases of wages, shall represent the total obligation of the Company, on a daily or monthly basis, for the performance of such duties by the affected Officer in addition to his/hers regular duties.

**Section 7 - UNATTENDED ENGINE ROOM**

- A. For unattended engine room at sea or in port, the number of routine tours of the engine room to be conducted during weekdays, weekends and holidays shall be determined by the Company and Chief Engineer.
- B. In port, when a Duty Engineer is required to remain aboard the vessel between the hours of 5 P.M. and 8 A.M. on weekdays and all hours on Saturdays, Sundays, and holidays, such Engineer shall be paid at the Engine Room Standby in Port hourly rate of pay for all such hours; provided, however, that such Duty Engineer shall be paid, in lieu of the Engine Room Standby in Port hourly rate of pay, overtime for all hours of work performed during such hours.



ARTICLE V

DURATION

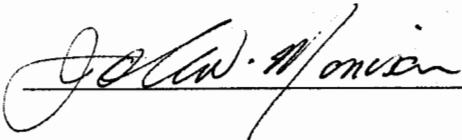
This Agreement, effective on the day of October 1, 2000, shall remain in full force and effect for the duration of its resultant Agreement between the Company and the Maritime Administration and is binding upon the Parties, their successors and assigns.

The anniversary date for the 2000 Ship Manager contracts, which were awarded 28 April 2000, is 27 April 2001.

AGREED TO THIS DAY OF , 2000

Company

American Maritime Officers

  
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