K5420
4,500 workers

2001

12 pp.

STANDARD TANKER AGREEMENT

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Atla d Inland Waters District/NMU, AFL-CIO

and

Contracted Companies

BROTHERHOOD OF THE SEA
SIU
AFL-CIO

June 16, 2001 – June 15, 2006

K5420
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STANDARD

TANKER AGREEMENT

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STANDARD TANKER AGREEMENT

AGREEMENT made this 16th day of June, 2001 between the American Maritime Association ("Association") on behalf of itself and each member Company of the Association (Company or Companies) and the Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District/NMU, SIUNA AFL-CIO ("Union").

ARTICLE I

EMPLOYMENT

SECTION 1. The American Maritime Association (Association) on behalf of itself and each member Company of the Association recognizes the Union as the sole and exclusive bargaining representative of all Unlicensed Personnel employed on board American flag vessels owned or operated by such Company or its subsidiaries.

SECTION 2. The Union agrees to furnish such Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill vacancies necessitating the employment of Unlicensed Personnel in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement. To assure maximum harmonious relations and in order to obtain the best qualified employees with the least risk of a delay in the scheduled departure of any vessel covered by this Agreement, such Company agrees to secure all Unlicensed Personnel through the hiring halls of the Union. If, for any reason, the Union does not furnish such Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill such vacancies, in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement, such Company may then obtain members of the Unlicensed Personnel from any available source, in which case the Union shall be notified.

SECTION 3. The Association and each member Company thereof agree that as a condition of employment, all Unlicensed Personnel shall become members of the Union or agency fee payers within thirty-one (31) days after the execution of this Agreement, or within thirty-one (31) days after hire, whichever is later, and shall either remain members in good standing of the Union or up to date agency fee payers during the life of this Agreement. Such Company is not obligated to take steps to enforce this provision unless due notice is received in writing from the Union, to the effect that a member of the Unlicensed Personnel is not in compliance herewith.

SECTION 4. (a) The Union agrees that each member Company has the right to reject (by written notation on the job assignment slip or by written notification at the time of assignment) any applicant for employment who such Company considers unsatisfactory or unsuitable for the vacancy, or to discharge any member of the Unlicensed Personnel who, in the opinion of such Company, is not satisfactory. If the Union considers the rejection of any applicant for employment or the discharge of any member of the Unlicensed Personnel as being without reasonable cause, such action by such Company shall be dealt with under the grievance procedure, and the Union agrees that such rejection or discharge shall not cause any vessel to be delayed on her scheduled departure.

(b) Unlicensed Personnel, when applying for employment, shall be required to be in possession of a valid S.I.U. Clinic Card indicating the person has a complete physical examination less than one (1) year prior to date of application; and may also be required to pass a physical examination as prescribed by such Company, and shall submit from time to time thereafter to such physical examinations as may be required by such Company. The fees and expenses, including transportation, associated with any such required initial examination shall be at the Company's expense. Such Company shall have the right to reject an applicant for employment or to discharge any member of the Unlicensed Personnel who shall be determined by such Company's medical examiner to be unfit for employment.

Any dispute with regard to the physical fitness of any such applicant or member so examined shall be resolved by such Company's physician and the appropriate Seafarers Health and Benefits Plan Clinic designated physician. If these two (2) physicians are unable to resolve the dispute, then they shall select a board certified physician of the appropriate specialty to make a final and binding decision. The fees and expenses of such third physician shall be shared equally by the parties.

(c) All Unlicensed Personnel shall comply with all rules and regulations required by the Department of Transportation, U.S. Coast Guard and/or Charter Parties relative to substance and alcohol abuse testing.

SECTION 5. Each Company agrees not to discriminate against any member of the Unlicensed Personnel for legitimate Union activities, and each Company further agrees that no person referred in accordance with this Article, shall be discriminated against because of race, creed, color, sex, age, national or geographic origin, and status as a Vietnam vet-

eran, when the same is required by Federal regulation. The employer agrees that it shall not discriminate against employees on the basis of a physical or mental disability. The Union agrees that employees dispatched from the hiring halls will be qualified to perform shipboard duties. The parties agree that in the event an employee suffering from a disabling condition should request an accommodation to enable him/her to perform essential functions aboard the vessel, every reasonable effort will be made to accommodate the employee. Such accommodation will not, however, be required if it would create an undue hardship or would represent a substantial threat to the safety and well being of the employer, the employee requesting the accommodation, or other Unlicensed Personnel.

In applying the protections of the ADA to any individual, the parties agree that the standards formulated in the Johns Hopkins Study shall be followed.

SECTION 6. The term Unlicensed Personnel as used in this Agreement shall not include super-cargoes, cadets, pursers and livestock tenders.

SECTION 7. Either party shall have the right, upon written notification to the other, to re-negotiate any part or all of Article I. Upon receipt of such notification, the parties to this Agreement shall meet within seven (7) days for negotiations of this issue.

SECTION 8. *(a) The Shipping Rules as prescribed in Article IX, incorporated and attached hereto, define the registration and shipping procedures for all Unlicensed Personnel seeking employment aboard vessels whose owners or operators are signatory to this Agreement. The Shipping Rules may from time to time be amended by Seafarers Appeals Board Actions promulgated by the Seafarers Appeals Board, a joint Labor-Management Committee selected by the appropriate parties.*

(b) The Union and the Companies pursuant to collective bargaining provisions established and maintain a training school facility for training and upgrading of the Companies' Unlicensed Personnel. Such facility shall be the exclusive method utilized by the Companies for training and upgrading of Unlicensed Personnel, except as may be mutually agreed to between the Union and the Employer.

Contracted Employers shall meet, as necessary, with the Vocational Department at the Seafarers Harry Lundeberg School of Seamanship to develop and modify training and upgrading programs to meet the needs of the industry. An advisory board will be formed to review the criteria and curriculum of the courses offered at the school.

(c) The Seafarers Appeals Board shall include in the Shipping Rules promulgated in accord herewith, reasonable rules of procedure to govern matters coming before it.

SECTION 9. The parties hereto agree that the appropriate unit for representation purposes is the Unlicensed Personnel aboard the vessels owned, operated or controlled by all Company members of the Association.

SECTION 10. The Union shall protect and indemnify the Companies party to this Agreement in any cause of action based on improper application by the Union of the employment provisions of Article I 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 employment provisions of Article I of this Agreement.

SECTION 11. The Provisions hereof are subject to Federal and State law, and if any part hereof is in conflict therewith, such part shall be deemed inapplicable and to the extent thereof, shall be deemed severed from this Agreement, the remainder of which shall remain in full force and effect.

SECTION 12. Alien or non-resident seamen in the Far East may execute written authorizations to the Seafarers' Vacation Plan, assigning to the Union, vacation benefit payments which may be due such seamen, in discharge of their Union monetary obligations for initiation fee and dues; and the parties further agree that new seamen employed or seamen who have not as yet paid their full initiation fee to the Union, may execute written authorizations to the Seafarers' Vacation Plan, assigning to the Union, vacation benefits payments which may be due such seamen in discharge of their Union initiation fee obligation. All of the foregoing authorizations shall be in accordance with the provisions of applicable law.

ARTICLE II

GENERAL RULES

SECTION 1. PASSES. The Company agrees to issue passes to the Union representatives for the purpose of contacting its members aboard vessels of the Company covered by this Agreement.

Representatives of the Union shall be allowed on board at any time but shall not interfere with men at work unless said men are properly relieved. (The relief gets no extra compensation.)

SECTION 2. DELEGATES. (a) One (1) man in each department shall be elected by the Unlicensed Seamen in that department to act as Departmental Delegate. Such Delegates shall, together with the Permanent Ship's Committee members, keep track of all conditions and problems and grievances in their respective departments, and present to their superior officers, on behalf of the Unlicensed Seamen in their Departments, all facts, opinions and circumstances concerning any matter which may require adjustment or improvement.

(b) **PERMANENT SHIP'S COMMITTEE:** The Permanent Ship's Committee shall consist of three (3) members all chosen by a majority vote of the Unlicensed Personnel, and shall consist of a Ship's Chairman, a Ship's Reporter-Secretary and an Educational Director. The duties of the Permanent Ship's Committee shall be to assist the Departmental Delegates in their duties to convene and conduct the weekly Unlicensed crew meetings and to perform the following individual duties:

The Ship's Chairman shall preside at all shipboard meetings of the Unlicensed Personnel and shall be the primary spokesman aboard ship for the Unlicensed crew.

The Ship's Reporter-Secretary shall handle all paperwork involved in documenting matters brought to the attention of the superior officers, and he shall also prepare and maintain minutes of the Unlicensed crew meetings.

The Educational Director shall be responsible for maintaining and distributing all publications, films and mechanical equipment relating to education on such subjects as safety, training, health and sanitation.

(c) **WEEKLY MEETINGS.** To make sure that all problems concerning the Unlicensed Personnel are brought to light and resolved as quickly as possible, there shall be a meeting of the Unlicensed crew every Sunday while the vessel is at sea.

Vessels remaining in port on Sundays may hold these meetings as soon as possible after departure. At such meetings the Permanent Ship's Chairman shall report to the Unlicensed crew members all matters referred to them and shall receive any new and additional problems not previously raised. As compensation for the additional duties required by this section, the members of the Permanent Ship's Committee and the Departmental Delegates shall each receive one (1) hour's pay at their applicable Penalty Rate for each weekly meeting held.

SECTION 3. PORT COMMITTEE. For the adjustment of any grievances arising in connection with performance of this Agreement which cannot be satisfactorily adjusted on board the vessel at the Port where Articles are terminated, there shall be established a Port Committee. The Port Committee shall consist of an equal number of Union and Company representatives, but shall not exceed three (3) representatives from either the Union or the Company, and shall meet within fifteen (15) days from the date the grievance was filed, Saturdays, Sundays and Holidays excluded. In the event the Port Committee cannot resolve the issue or dispute, the matter shall be referred to an impartial arbitrator whose decision shall be final and binding. The Union and Management shall designate a panel of three (3) preferred arbitrators who shall be appointed to the panel for one year terms by the Parties. Reappointment shall be automatic each year, except either the Union or Management shall have the right to unilaterally remove one arbitrator from the panel each year. In the event either Party wishes to withhold a specific arbitration from the preferred panel, the Parties may request a panel of arbitrators from the American Arbitration Association, whose rules for the selection and designation of arbitrators shall then be followed. The three (3) arbitrators will hear cases in rotation. If an arbitrator cannot provide a hearing date for a grievance within thirty (30) days, that case, at the request of either Party, will be assigned to the next arbitrator in rotation.

In any specific case, if the Parties and the arbitrator agree, the arbitration shall be held within five (5) days, excluding Saturdays, Sundays and Holidays, from the date of notification and selection of the arbitrator. By mutual agreement of the Parties, the time limits set forth in this Article may be extended.

In all arbitrations held pursuant to this Article, the expenses of the arbitrator shall be paid by the Party whom the arbitrator rules. In all such arbitrations, the sole purpose of the arbitrator shall be to interpret the express provisions of the Agreement and apply them to the facts of the complaint, dispute or grievance. The arbitrator shall have no power to change, amend, modify, add/or to subtract from, or otherwise alter this Agreement.

All grievances must be submitted to the Union by the affected seaman within thirty (30) days from the earlier of the date the seaman leaves the vessel or the Ship's Articles are terminated. Failure to file a grievance within this time period shall preclude an assertion of this grievance or its subject matter at any later date in any form.

SECTION 4. STOPPAGE OF WORK. There shall be no strikes, lockouts or stoppages of work while the pro-

visions of this Agreement are in effect.

SECTION 5. SHIPS CHARTERED BY COMPANY. This Agreement is binding with respect to American Flag Ships chartered by the Company (if charter furnishes crew).

SECTION 6. AUTHORITY OF MASTER AND OBEDIENCE OF CREW. Nothing in this Agreement is intended to or 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. In American domestic ports, a seaman's pay shall start as of the day in which he reports for work aboard the vessel, unless the seaman he is replacing is being paid for the same day. In the event that both seamen are required to work on that day, both shall be paid for the day but contributions for fringes shall be paid for only the departing man.

With respect to seamen joining a vessel in a foreign port, the seamen's pay and benefit contributions shall start as of the day of the departure flight to join the vessel.

SECTION 8. TERMINATION OF EMPLOYMENT. Seamen shall be required to remain aboard the vessel until such time they are properly relieved, unless authorized to depart by the Captain.

SECTION 9. STATEMENT OF EARNINGS. (a) Unlicensed Personnel shall be given a complete record of all earnings and deductions for the voyage not later than at the time of payoff.

(b) On December 31st of each year of this Agreement, all Unlicensed Personnel, whether at sea or in port, shall be entitled to receive all monies due them in the form of a check or other instrument which, under IRS rules, shall be deemed as constructive receipt of said money. W-2 forms shall be timely provided and shall reflect all appropriate money earned with the Company during the applicable calendar year.

(c) Unlicensed Personnel may request payment by check, allotment or if available, direct deposit for any amount in excess of the first four hundred dollars ($400.00), by providing a minimum of forty-eight (48) hours notice to the Captain. If the vessel is scheduled for a payoff on a Monday, such notice must be provided to the Captain no later than noon of the preceding Friday.

SECTION 10. CUSTOMARY DUTIES. (a) Members of all departments shall perform the necessary duties for the continuance of the operations of the vessel as set forth in this Agreement. It is understood that each crew member shall perform the recognized and customary duties of his particular rating. Necessary work shall include the preparation and securing of cargo gear and the preparation of cargo tanks for the loading or discharging of cargo. Necessary work shall also include the maintenance of vessel equipment and machinery under the direction of the officer in charge.

(b) When it is necessary to shift a man to fill a vacancy, the man so shifted shall perform the duties of the rating to which he is assigned.

SECTION 11. VESSELS AGROUND. In the event the vessel runs aground, this Agreement shall be lived up to by the Company regardless of whether the Company or the Insurance Company is paying the wages and overtime until such time as Articles are terminated.

SECTION 12. MEDICAL ATTENTION. (a) Full medical attention as required by law shall be given to all Unlicensed Personnel. Except where it is assumed by the U.S. Consul and/or the Department of Health and Human Services, such medical attention shall be furnished by the Company at the expense of the Company.

(b) The Company agrees, when stocking the medicine chest, to include a current broad spectrum antibiotic, which shall be furnished free of charge to seamen in need of same. The rules of the Department of Health and Human Services shall be observed with respect to dosage and administration.

SECTION 13. MAINTENANCE AND CURE. When a member of the Unlicensed Personnel is entitled to maintenance and cure under Maritime Law, he shall be paid maintenance at the rate of eight dollars ($8.00) per day for each day or part thereof of entitlement. The payment due hereunder shall be paid to the man weekly. This payment shall be made regardless of whether he has or has not retained an attorney, filed a claim for damages, or taken any other steps to that end and irrespective of any insurance arrangements in effect between the Company and any insurer.

SECTION 14. REPATRIATION, UPKEEP AND TRANSPORTATION. (a) Where a crew member must leave a vessel because of illness or injury in any location outside the Continental United States, he shall be repatriated at Company expense as set forth herein, at the earliest date possible, and advances equalled to allotments, if any, shall continue during such repatriation, provided he has sufficient monies due him from the Company to cover such advances.

It is the purpose of the above paragraph to provide for the automatic payment of advances—in a sum equal to the agreed allotment—and to do this automatically, which advances are then to be charged against any claim for earned or unearned wages. The advances are to be paid in exactly the same time and manner and to the same person or persons that the allotment would have been paid had not illness or injury taken place. The term "repatriation" refers to the entire period for which unearned wages are due, and "advances" are made during the entire period, except in those cases where the law sanctions a refusal to pay unearned wages (which can be established under law to be gross negligence, willful misconduct, etc.).

If repatriated on a vessel of the Company, he shall be signed on as a nonworking workaway. If repatriated on a vessel of another Company, he shall be given not less than second class passage. In the event he is given less than second class passage on a vessel of another Company, he shall be given the cash difference between the passage afforded and second class passage. The seaman shall have the option of accepting repatriation by plane if such transportation is offered. Repatriation under this section shall be back to the port of engagement.

(b) In the event a crew member must leave a vessel because of illness or injury incurred in the service of such vessel while in a location within the Continental United States, Hawaii, Puerto Rico, Alaska or the U.S. Virgin Islands, and such illness or injury is known prior to his leaving, he shall be entitled to economy class air transportation to his original port of engagement in accordance with Article II, Section 56.

If the Company office or designated agents' office is closed, transportation, if due, shall be paid by the Ship's Master upon submitting medical proof from an accredited medical authority, specifying the nature of the illness or injury.

(c) While awaiting repatriation under Section (a) and (b) herein, the seaman shall be entitled to repatriation upkeep in the sum of eight dollars ($8.00) per day until afforded transportation as outlined in said subsections. Such upkeep shall be paid up to and inclusive of the day he is afforded the means of transportation by which he is to be repatriated. The Company or its Agents may make arrangements for meals and lodgings while the seaman is awaiting repatriation transportation, but in no event shall these arrangements be at a cost of less than eight dollars ($8.00) per day.

In cases where regular meals are not included in the transportation herein provided for, the repatriated seaman shall be paid meal allowance at the rates specified in Article II, Section 41 during the transportation period.

(d) If a crewmember's medical records indicate a pre-existing medical condition and there were reasonable grounds for the crewmember to believe that the condition might disable him during a voyage, and that condition was concealed during any pre-sign-on physical examination or at time of sign-on and is the reason for the individual's leaving the vessel, the costs of repatriation, upkeep, treatment and transportation shall be borne by the crewmember.

(e) When a seaman leaves the vessel due to illness or injury and such illness or injury has been known prior to his leaving, he shall receive a full statement of his account showing wages due him. Where time does not permit the statement being given to the man before he leaves the vessel or before the vessel's departure, the Master shall promptly advise the Company's Agent and the home office of the status of the man's account at the time he left the vessel.

Thereafter, when the seaman presents himself to the Agent at the port where he left the vessel, the maximum allowable payments shall be made to him by that Agent.

When the seaman presents his claim of wages to the Agent or office of the Company at the port of engagement or to the home office of the Company, he shall receive payment as promptly as possible.

Failure to pay the seaman wages within seventy-two (72) hours exclusive of Saturdays, Sundays and Holidays after presentation of his claim shall entitle the seaman to eight dollars ($8.00) per day until the full wages due the man at the time he left the vessel are paid.

(f) The original port of engagement as used herein shall mean the port in the Continental United States, Hawaii or Puerto Rico from which the crew member was dispatched by the Union.

(g) The Company shall provide a record to the Union of all repatriated seamen, indicating the seaman's period of employment and the nature of the illness or injury requiring repatriation. This notice shall be provided to the Union as soon as practical following repatriation.

SECTION 15. LOSS OF CLOTHING. (a) In the event a ship of the Company is lost, the Unlicensed Personnel shall be compensated for the loss of clothing in the amount of five hundred dollars ($500.00) and shall be repatriated to the port of engagement with subsistence, room allowance and wages as per Section 57 of this Article.

(b) In the event that personal effects of Unlicensed Personnel are damaged due to marine casualty, or an accident to the vessel or its equipment, they shall be compensated for the loss in the amount of such loss but not to exceed five hundred dollars ($500.00).

SECTION 16. WORK PERFORMED BY OTHER THAN MEMBERS OF THE UNLICENSED PERSONNEL AND SUBCONTRACTING, TRANSFERRING OR ASSIGNING UNLICENSED PERSONNEL WORK.

Any work performed by cadets, workaways, passengers, prisoners of war, staff officers, or any member of the crew other than the Unlicensed Personnel that is routine work of the Unlicensed Personnel shall be paid for at the Overtime Rate when such work is performed. Such payment is to be divided among the Unlicensed Personnel ordinarily required to perform such work.

Unlicensed Personnel shall continue to perform such work as they have hereto customarily and traditionally performed, regardless of technological or other changes implemented or sought to be implemented aboard vessels operated by any of the Companies who are signatory to this Agreement.

The Company agrees that no sea-going work or services of the kind, nature or type historically or traditionally performed, or presently performed, or hereafter assigned to the Unlicensed Personnel covered by this Agreement will be subcontracted, transferred, or assigned in whole or in part to any other person or entity. It is the purpose and intent of this clause to preserve the work of the Unlicensed Personnel covered by this Agreement and accordingly, said clause shall not be applicable to work or services which historically and traditionally have been performed by other persons or entities.

SECTION 17. CARRYING OF CADETS, ETC. IN LIEU OF CREW. No cadets, workaways, or passengers shall be carried in lieu of the crew.

SECTION 18. EMERGENCY DUTIES AND DRILLS. (a) 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.

"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" refers to instances when it is ordinarily necessary to muster the entire crew in order to assure the safety of the persons or property mentioned. Incidents of this kind should be recorded in the official Log.

"Routine work for the safe navigation of the vessel" refers to such operations as steering, standing a lookout, standing any regular watch on deck or in the engine room.

Such work as (1) dogging down tanks, (2) securing and cradling booms, (3) securing wind sails, (4) securing barrels on the boat deck, shall be overtime when performed after 5 p.m. and before 8 a.m. Monday through Friday, and Saturdays, Sundays and Holidays, at the applicable rate.

(b) Whenever practicable, lifeboat and other emergency drills shall be held on weekdays, Monday through Friday, between the hours of 8 a.m. and 4:30 p.m. Preparation for drills, such as stretching fire hoses and hoisting and swinging out boats, shall not be done prior to the signal for such drills and after drill is over, all hands shall secure boats and gear. In no event shall overtime be paid for work performed during such drills, except as herein provided.

(c) The Overtime Rate shall be paid for lifeboat and other drills held on Saturdays, Sundays and Holidays, except in instances where departure time and date do not permit required drills being held before the first Saturday, Sunday or Holiday after departure.

(d) In port when such drills are held on Saturday, Sunday or Holidays, the Overtime Rate shall be paid, except where such drills are held on days of departure or required by regulatory agencies such as the U.S. Coast Guard or IMO.

(e) All Unlicensed Personnel shall be given instruction on how to start the lifeboat engines.

SECTION 19. SAFE WORKING CONDITIONS. The employer shall furnish all required safe working gear and equipment. Unlicensed Personnel shall wear all furnished personal protective equipment (PPE) and utilize all required safety gear and equipment and follow all safety procedures. Whenever a seaman is required to obtain his own working gear, including safety shoes, he shall be fully reimbursed by the employer. However, reimbursement for safety shoes is limited to permanent personnel and personnel employed on a trip tour basis, and will be issued no more frequently than once a year, up to a maximum of $125.00. No man shall be required to work under unsafe conditions. Ordinary hazards of the sea shall not be considered unsafe conditions in applying this section. Unlicensed Personnel shall participate in the Company's Safety Management System.

Crew members shall not be required to work over the side or aloft when the vessel is loading or unloading explosives, except in case of emergency.

All off duty Unlicensed Personnel shall be required to attend shipboard safety meetings. Participation in such training and safety meetings shall be without additional compensation.

Survival suits shall be placed aboard the Company's vessels pursuant to U.S. Coast Guard regulations. The seaman to whom such suit is issued, shall reimburse the Company for the costs incurred in the repair or replacement of such suit as a result of its improper use, damage or loss.

The Union and the Company shall cooperate in establishing and instituting a Shipboard Safety and Health Program as a means toward reducing the occurrence of shipboard injuries and limiting potential liability.

All unlicensed seamen shall renew their basic safety training (BST) certification in accordance with the regulations, but not less than every five (5) years.

SECTION 20. HOLIDAYS. The Company agrees to recognize the following as Holidays.

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Paul Hall's Birthday (3rd Monday in August)
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

All Holidays will be observed on the days designated by the Federal Government and, where not so designated, on the days customarily observed aboard the vessel.

Saturdays, Sundays and Holidays at sea or in port shall be considered Holidays for the Unlicensed Personnel not on watch. Men on watch shall perform only the routine duties necessary for the safe navigation of the vessel on these days.

If the observance of a Holiday is not designated by the Federal Government, then any Holiday falling on a Saturday or Sunday shall be observed on the following Monday.

Overtime Rates shall be paid for all work performed by the Unlicensed Personnel on any of the ten (10) Holidays described in this Agreement at sea or in port.

SECTION 21. OVERTIME RATES AND PENALTY RATES.

(a) OVERTIME RATES

	Effect. 7/1/01	Effect. 7/1/02	Effect. 7/1/03	Effect. 7/1/04	Effect. 7/1/05
DECK DEPARTMENT					
Boatswain	21.94	22.60	23.28	23.97	24.69
A.B Deck Maintenance	16.52	17.02	17.53	18.05	18.59
Able Seaman (Green)	15.12	15.57	16.04	16.52	17.02
Able Seaman (Blue)	14.39	14.82	15.27	15.72	16.20
O.S. Deck Maintenance	13.29	13.69	14.10	14.52	14.95
Ordinary Seaman	11.98	12.34	12.71	13.09	13.48
ENGINE DEPARTMENT					
Q.M.E.D.					
Class 1	21.94	22.60	23.28	23.97	24.69
Class 2	20.55	21.16	21.80	22.45	23.13
Class 3	16.91	17.42	17.94	18.48	19.04
Class 4	16.83	17.34	17.86	18.39	18.94
Q.M.E.D./Pumpman	21.94	22.60	23.28	23.97	24.69
Chief Pumpman	20.65	21.27	21.91	22.57	23.24
Second Pumpman/Engine Maintenance	20.65	21.27	21.91	22.57	23.24
Ship's Welder Maintenance	18.84	19.40	19.99	20.59	21.20
Engine Utility	18.07	18.61	19.17	19.74	20.33
Oiler Maintenance Utility	16.63	17.13	17.65	18.18	18.72
Oiler	15.12	15.57	16.04	16.52	17.02
Fireman/Watertender	15.12	15.57	16.04	16.52	17.02
General Utility/ Deck Engine	13.29	13.69	14.10	14.52	14.95
Wiper	13.29	13.69	14.10	14.52	14.95
STEWARD DEPARTMENT					
Chief Steward	21.94	22.60	23.28	23.97	24.69
Steward/Baker	21.94	22.60	23.28	23.97	24.69
Steward/Cook	21.94	22.60	23.28	23.97	24.69
Chief Cook	18.64	19.20	19.78	20.37	20.98
Chief Baker	17.96	18.50	19.06	19.63	20.22
Third Cook	14.88	15.33	15.79	16.26	16.75
Assistant Cook	14.88	15.33	15.79	16.26	16.75
Steward Assistant	11.75	12.10	12.47	12.84	13.23

Except as otherwise provided, the Overtime Rates set forth above shall be paid for all work performed in excess of eight (8) hours, Monday through Friday and any time on Saturdays, Sundays and Holidays.

It is further agreed that the Company shall offer to all Deck and Engine Unlicensed Personnel possessing a Group I Rating, a minimum of eight (8) hours work every Saturday, Sunday and Holiday whether at sea or in port.

(b) PENALTY RATES

(b) 1.

	Effect. 7/1/01	Effect. 7/1/02	Effect. 7/1/03	Effect. 7/1/04	Effect. 7/1/05
ON WATCH, Monday through Friday					
Group I	7.61	7.84	8.08	8.32	8.57
Group II	5.86	6.04	6.22	6.40	6.60
Group III	4.62	4.76	4.91	5.05	5.21

(b) 2.

OFF WATCH, Monday through Friday

Group I	The Applicable Regular Overtime Rate Specified in Section 21(a)
Group II	The Applicable Regular Overtime Rate Specified in Section 21(a)
Group III	The Applicable Regular Overtime Rate Specified in Section 21(a)

(b) 3.

Anytime Saturday, Sundays & Holidays

Group I	The Applicable Overtime Rate Specified in Section 21(a) and Penalty Rate Specified in Section 21(b).
Group II	The Applicable Overtime Rate Specified in Section 21(a) and Penalty Rate Specified in Section 21(b).
Group III	The Applicable Overtime Rate Specified in Section 21(a) and Penalty Rate Specified in Section 21(b).

When specific rates are provided in this Agreement for work done on Saturdays, Sundays and Holidays, those rates shall not be less than the Overtime Rate in effect.

Except as otherwise provided, the rates specified above shall be paid for such work as is specified in this Agreement.

ARTICLE II
GENERAL RULES

Section	*Title*
2 (c)	Weekly Meetings
30 (a)	Handling Cargo Hoses
(c)	Refueling at Sea
35	Restriction to Ship
36 (b) & (g)	Sailing Board Time
39 (a)	Rest Periods
42 (g)	Penalty Meal Hours
43 (b) & (c)	Midnight Lunch
72 3.(a), (b) & 4.	Tankers in Grain Trade

ARTICLE III
DECK DEPARTMENT

7 (c)	Men Standing Sea Watches
8	Relieving Helmsman/Working on Bridge
17	Spray Guns & Sand Blasting

18	Garbage
20	Removing Soot from the Stack
21 (a), (c) & (d)	Tank Cleaning
22	Steering Engine Room & Bow Thruster Room
23 (d) & (e)	Additional Work

ARTICLE IV
ENGINE DEPARTMENT

5	Working Space
18 (b)	Wipers
19 (a), (c) & (d)	Tank Cleaning
20	Spray Guns & Sand Blasting Equipment
22	Carbon Tetrachloride
24 4.	OMU Duties
26 8.	QMED Day Worker Duties

ARTICLE V
STEWARD DEPARTMENT

9	Handling Stores

The rates specified in (b) 1 above shall also apply to penalty meal hours, weekly Ship's Committee meetings, restriction claims and delayed sailings.

Except as otherwise provided, the rates specified in (b) 1 above shall also apply to work performed in lieu of rest periods, unless a higher rate is required due to the nature of the work involved.

Port Time:

There shall be no extra compensation for work performed weekdays, after 5:00 p.m. and before 8:00 a.m. in port provided that no other personnel on the vessel receives extra compensation for similar duty under similar circumstances.

Extra compensation at the applicable rate will be paid for work in port in excess of eight (8) hours a day weekdays and on Saturdays, Sundays and Holidays.

Except as otherwise provided, the rates specified in (b) 1 above shall also apply to work performed in lieu of rest periods unless a higher rate is required due to the nature of the work involved.

(c) Departments and Groups

Departments and Groups shall be the basis for determining the applicable Group for a specific rating, as stated below.

Jobs aboard vessels covered by these rules are classified according to the following schedule of Departments and Groups.

DECK DEPARTMENT

GROUP I - DAY WORKERS

Boatswain	AB Deck Maintenance

GROUP II - RATING WATCHSTANDERS

Able Seaman (Green)	Able Seaman (Blue)

ENGINE DEPARTMENT

GROUP I

Chief Electrician	Chief Storekeeper
1st, 2nd, 3rd Ref. Eng'r	Evap. Maintenance Man
2nd Electrician	QMED/Pumpman
Unlic. Jr. Eng'r-Day Work	Chief Pumpman
Unlic. Jr. Eng'r-Watch	2nd Pumpman/Engine Maintenance
Plumber-Machinist	Engine Maintenance
Electrician/Ref. Maint.	Ship's Welder/Maintenance
Crane Mtce. Electrician	Q.M.E.D.-Cl. 1,2 3 and 4
Chief Ref. Eng'r	Engine Utility Reefer Maintenance

GROUP II

Deck Engineer	Watertender
Engine Utility	Fireman/Watertender
Oiler-Diesel	Fireman
Oiler-Steam	Oiler Maintenance/Utility

STEWARD DEPARTMENT

GROUP I (S) RATED MEN

Steward	Steward/Cook
Steward/Baker	

GROUP I-RATED MEN

Cook and Baker	Chief Cook

GROUP II

2nd Cook	Assistant Cook/Utility
3rd Cook	

ENTRY DEPARTMENT

GROUP III

Ordinaries on Watch	O.S. Deck Maintenance
Wiper	Messman
Utility Messman	General Steward's Utility
General Utility Deck/Engine	Steward Assistant

SECTION 22. COMMENCEMENT OF OVERTIME. (a) When the watch below is broken out to report for work outside their regular schedule, overtime shall commence at the time stated for the call-out, provided, however, that such crew members report for duty within thirty (30) minutes of the time the overtime work commences. Otherwise, overtime shall commence at the actual time such employee reports for duty and such overtime shall continue until the employee is released.

(b) The above provision shall not apply in the event the commencement of overtime is scheduled one (1) hour following the conclusion of their regular watch or workday. In that event, the crew members, having had a full hour for their meal, shall report promptly at the beginning of the period for which overtime has been scheduled.

SECTION 23. CONTINUOUS OVERTIME. When working overtime on the watch below, and the crew is knocked off for two (2) hours or less, the overtime shall be paid straight through. Time allowed for meals shall not be considered as overtime in this clause. This section does not apply to men who are receiving overtime for standing their regular watch.

SECTION 24. COMPUTATION OF OVERTIME. When overtime worked is less than one (1) hour, overtime for one (1) full hour shall be paid. When overtime exceeds one (1) hour, the overtime work performed shall be paid for in one-half (1/2) hour periods, and any fractional part of such period shall count as one-half (1/2) hour.

In port, whenever the watch below is called out to work, such seaman shall be paid a minimum of two (2) hours overtime at the applicable Overtime Rate. This provision shall not apply when such work is performed immediately before regular working hours or in conjunction with docking, undocking or shifting, shall not apply to supper relief, and shall not result in duplication or pyramiding of overtime. In the Steward's Department, "watch below" shall be deemed to mean outside of the "spread" set forth in Article V, Section 4 of this Agreement.

SECTION 25. CHECKING OVERTIME. No work specified in this Agreement as overtime work shall be performed unless authorized by the head of the particular department. After authorized overtime has been worked, the senior officer of the department on board will present to each employee who has worked overtime a slip stating hours of overtime and nature of work performed. An overtime book will be kept to conform with individual slips for settlement of overtime. Officers and men shall keep a record of all disputed overtime. Except as specifically provided in Article II, Section 45, Crew Quarters, no claim for overtime or other monetary claims shall be valid unless such claim is presented to the head of the Department within seventy-two (72) hours after completion of the work, or seventy-two (72) hours after commencement of the incident which causes the claim. When work has been performed and an overtime claim is disputed, the head of the department shall acknowledge in writing that the work was performed.

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

SECTION 26. PAYMENT OF OVERTIME. All money due for crew overtime shall be paid at the signing off. In the event payment of overtime is delayed by the Company beyond the twenty-four (24) hours after signing off Articles, additional compensation shall be paid at the rate of ten dollars ($10.00) a day for each calendar day or fraction thereof aforesaid payment of overtime wages is delayed. This shall not include disputed overtime being settled between the Union Representatives and the Company.

No claim for the above penalty shall be considered valid unless the failure to make payment is made known to the Union within seventy-two (72) hours after the event.

SECTION 27. DIVISION OF WAGES OF ABSENT MEMBERS. (a) When the vessel's required number of certified ratings are not in compliance with the U.S. Coast Guard's Certification; the wages of missing watchstanders shall be paid to the crew members who perform the duties of the missing man unless the watch conforms to the U.S. Coast Guard certification by assigning qualified day workers or crew members from other watches to fill the shortage.

(b) There shall be no reduction in pay where crew members of a higher rating are assigned to replace crew members of a lesser rating.

SECTION 28. MONEY DRAWS & ALLOTMENTS. Monies tendered for draws in foreign ports shall be made in United States currency failing which, traveler's checks shall be issued at the Company's expense, except where currency laws established in foreign countries prohibit such issuance. If requested, draws can be paid by check, allotment or, if available, direct deposit.

Crew advances shall be put out the day before arrival in port, however, no more than frequently than once every five (5) days. Upon request, the Unlicensed Personnel shall be granted advances at least once every five (5) days, except on Saturdays, Sundays and Holidays, while the vessel is in port. Such advances shall be made available to the crew not later than 4 p.m.

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

Procedures shall be established on all vessels on foreign or intercoastal Articles whereby allotments or remittances may be made at the behest of the crew member, not less than once every fifteen (15) days if so requested.

SECTION 29. EXPLOSIVES. On vessels carrying explosives in excess of fifty (50) long tons as permitted by law, the Company agrees to pay each member of the Unlicensed Personnel, in addition to their regular monthly wage, ten percent (10%) per month of such wages from the time the loading of the explosives is started until the explosive cargo is completely discharged.

When the Unlicensed Personnel is required to work explosives at any time, they shall be paid for such work in

addition to their regular monthly wages at the rate of ten dollars ($10.00) per hour unless a higher rate is specified in Article II, Section 32.

For the purpose of this Agreement, explosives shall consist of the following items:

Nitro-Glycerine	Loaded Bombs	Blasting Caps
T.N.T.	Dynamite	Detonating
Poison Gases	Loaded shells of one (1) pound or over	
Black Powder	but not small arms ammunition	

SECTION 30. HANDLING CARGO HOSES. (a) It is hereby agreed that the crew shall handle, connect and disconnect vessel's cargo and bunker hoses on board the ship without the payment of overtime except during overtime hours; however, if the crew is required to go on the dock to handle, connect, or disconnect cargo and/or bunker hoses, they shall be paid at the rates indicated in Article II, Section 21 (b) Penalty Rates.

(b) **REFUELING AT SEA**: All Unlicensed Personnel actively engaged in the refueling at sea operation shall be paid pursuant to the provisions of Article II, Section 21 (b), Penalty Rates. The operation shall consist of the handling of lines, hoses, valves and other equipment necessary to the operation. The Master shall determine the number of personnel to be used during the operation. The man at the wheel shall receive Penalty Rates Monday through Friday during the operation. The refueling operation shall terminate when the line and hoses are returned to the vessel being refueled.

SECTION 31. ADDITIONAL LABOR

(a) STANDBY WORK. When men are hired by the Company for Standby Work in port by the day, they shall be paid the Overtime Rate for the respective ratings. Eight (8) hours shall constitute a day's work. All work performed in excess of eight (8) hours in any twenty-four (24) hour period, or any work performed in excess of eight (8) continuous hours, shall be paid at the Overtime Rate and one-half (½) for the respective ratings. Men hired to perform Standby Work shall perform any work which shall be assigned to them by their superior officer, and they shall not be subject to any work rules set forth in this Agreement.

When Standby Work in any particular department is to be performed, an effort shall be made to obtain men with ratings in such department if they are available and are competent to perform such work.

Any man hired for Standby Work who reports when ordered shall be paid a minimum of eight (8) hours of pay for the first day and a minimum of four (4) hours for each day thereafter.

This change shall not be interpreted to conflict with any understanding that the Union might have with a Company whose practice is to hire relief crews while the vessel is in port.

(b) RIDING GANGS. The Company shall have the right, at any time, to determine the appropriate size of the work force required to complete the maintenance project. Any member of the Riding Gang reduced as a result of this determination will be provided transportation back to his original port of engagement. Any one accepting a position on the Riding Gang shall perform any Unlicensed general maintenance and repair duties assigned by the vessel. Riding Gang members shall work seven (7) days per week. Daily hours of work for the Riding Gang shall be 12 hours per day, Monday through Sunday, from:

0800 - 1200
1300 - 1700
1800 - 2200

However, these hours may be modified in the event the Riding Gang is engaged in tank cleaning. Maintenance work shall not be performed outside on deck during periods of darkness unless the work area is safely illuminated.

The utilization of Riding Gang members will not trigger any additional contractual crew costs such as, but not limited to, extra Steward Department compensation. Claims for loss of overtime by the ship's crew will only be honored when the work being performed by the Riding Gang member is work traditionally and historically performed by the ship's crew, and the crew member submitting the claim was available and did not refuse any overtime for the same period.

The work rule provisions of the Standard Tanker Agreement shall not apply to Riding Gangs. However, Riding Gang personnel shall be entitled to the same living conditions and social benefits provided for in the Agreement.

Members of the Riding Gang, shall be requested from the Union as Group I or Group II ratings. The daily rates of pay shall be as follows:

	Effect. 7/1/01	Effect. 7/1/02	Effect. 7/1/03	Effect. 7/1/04	Effect. 7/1/05
Group I	$152.58	157.16	161.87	161.87	161.87
Group II	$114.72	118.16	121.71	121.71	121.71

When work is performed in excess of 12 hours, they will be paid one and one-half times the hourly rate. The

hourly rate shall be calculated by dividing the daily rate by 12. Upon completion of the assignment, the Company shall provide transportation for the Riding Gang back to the original port of engagement.

SECTION 32. LONGSHORE WORK BY CREW. (a) In those ports where there are no longshoremen available, members of the Unlicensed Personnel may be required to drive winches for handling cargo or may be required to handle cargo. For such work, crew members shall be paid at the following rates anytime Monday through Friday.

	Effect. 7/1/01	Effect. 7/1/02	Effect. 7/1/03	Effect. 7/1/04	Effect. 7/1/05
Group 1	$18.88	18.88	18.88	19.45	19.45
Group 2	12.44	12.44	12.44	12.81	12.81
Group 3	9.88	9.88	9.88	10.18	10.18

Anytime on Saturdays, Sundays and Holidays the following rates shall apply.

Group 1	$28.33	28.33	28.33	29.18	29.18
Group 2	18.65	18.65	18.65	19.21	19.21
Group 3	14.81	14.81	14.81	15.25	15.25

SECTION 33. PORT TIME, ARRIVAL & DEPARTURE. (a) 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, ballast, passengers or mail, undergoing repairs, fumigation, lay up, awaiting orders or berth, bunkering alongside of a dock, loading or unloading containers whether empty or not. This provision shall not apply to emergency anchorage or mooring solely for reasons of safety.

(b) The term "anchored or moored at/or in the vicinity of a port (or other place of loading or discharging)" 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.

(c) 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.

(d) Port time shall not apply while awaiting pilot, quarantine pratique, safe weather or tide; it is agreed, however, that in the case of awaiting pilot, quarantine and pratique, any such exceptions 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.

(e) Port time conditions shall apply whether or not watches are broken.

SECTION 34. SHIFTING SHIP. (a) After the vessel arrives in port as outlined in Article II, Section 33, any subsequent move solely in Inland Waters shall be regarded as shifting ship and overtime paid at the applicable rate while such moves are performed on Saturdays, Sundays and Holidays, and when such work is performed in excess of eight (8) hours, Monday through Friday with the following exceptions.

When sea watches are maintained, moves between the New York area and Albany, New York area and Bridgeport and vice versa shall not be considered a shift.

Port Alfred to Montreal or vice versa.

Port Alfred to Quebec or vice versa.

Montreal to Quebec or vice versa.

All moves from American ports to British Columbia ports or vice versa.

Monticello to Buenos Aires to Rosario or points above or vice versa.

Boston to New York or vice versa.

New Orleans to Baton Rouge or vice versa.

Norfolk to Baltimore or vice versa.

All moves between ports on the St. Lawrence Seaway and/or the Great Lakes West of Montreal, except those moves which are less than eighty (80) miles.

(b) Moves from Baltimore through the Chesapeake and Delaware Canal to Delaware River ports or vice versa, shall be considered a move of the ship and such work performed on Saturdays, Sundays and Holidays or in excess of eight (8) hours Mondays through Friday, shall be paid for at the applicable rate.

(c) A move from Honolulu to Pearl Harbor or vice versa shall be considered a shift of the vessel.

(d) A move from Galveston to Houston or vice versa shall be considered a shift of the vessel. No movement of a vessel shall be considered a shift of ship until the vessel is in port as provided for in Article II, Section 33.

SECTION 35. RESTRICTION TO SHIP. When a vessel has been in a foreign port where the Unlicensed Personnel was 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 Company shall produce a copy of the restriction order of the government, Federal, Military or Naval Authorities. In lieu thereof, it may produce a proper entry in the official log book and must give sufficient notice in writing of the restriction to the Ship's Chairman. The notice shall also be posted on the crew's bulletin board. A letter from the Company's agents will not be sufficient proof of the existence of such an order. If the Company is unable to produce evidence as provided herein to satisfy the Union of the validity of such restriction, the crew shall be compensated for having been restricted to the ship by the payment of overtime for the period of the restriction at the applicable Penalty Rate.

When a restriction occurs because of quarantine, immigration or customs procedures, a proper Log entry shall suffice.

SECTION 36. SAILING BOARD TIME. (a) 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. If the scheduled sailing is between midnight and 8 a.m., the sailing time shall be posted not later than 5 p.m.

(b) If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, 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 compensation at the Penalty Rates prescribed in Article II, Section 21 (b) for such reporting.

If the new sailing time is not posted within the two (2) hour period, the watch off duty shall receive compensation at the Penalty Rates prescribed in Article II, Section 21 (b) from the time required to report to the time that the vessel sails. This section includes the watch on duty on Saturdays, Sundays and Holidays. The overtime prescribed above shall not apply if sailing is delayed on account of weather, such as rain, fog or any other condition beyond the vessel's control.

(c) The sailing board shall be posted no later than 5 p.m. on Friday when the vessel is scheduled to sail on a weekend between 5 p.m. Friday and 8 a.m. Monday. 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. If Friday is a Holiday, the sailing board shall be posted prior to the Holiday. Similarly, if Monday is a Holiday, then the following Tuesday shall be substituted in lieu of Monday. In the event the Company does not do this, the Penalty Rate in effect will be paid from the time the watch below is required to return until the time the vessel sails or 8 a.m. Monday, whichever is earlier.

(d) If the Company has correctly posted the board as above required, and the scheduled departure is during the weekend as above provided, then at the time of posting a written form must be given to the Unlicensed Personnel by an authorized Deck or Engine Officer, advising them of a specific telephone number. 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 Unlicensed crew member, then the Unlicensed crew members shall be guided by the posted sailing time.

(e) Each Unlicensed crew member will then have the obligation to make one (1) telephone call at Company expense to such telephone number. Such call must be made no earlier than five (5) hours before scheduled departure time and no later than two (2) hours before 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 Unlicensed crew member having left the vessel.

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

(g) When Unlicensed crew members 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 loading or discharging cargo or 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 at the rates specified in Article II, Section 21 (b) 1.

(h) If the vessel in fact sails within two (2) hours from the posted sailing time, pursuant to which the Unlicensed crew member reported back on the vessel, there will be no penalty payment required.

(i) All Unlicensed Personnel shall report aboard at least one (1) hour before the scheduled sailing time. In the event any Unlicensed crew member fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement. If the original crew member reports after the Company has called a replacement, the man shipped by the Union as such replacement shall receive two (2) days pay from the crew member who was late in reporting for duty.

(j) When a Company orders a replacement for which there is no vacancy on the vessel, the Company shall reimburse the seaman the equivalent of two (2) days pay plus transportation charges.

SECTION 37. SECURING VESSEL FOR SEA. All vessels of the Company must be safely secured before leav-

ing the harbor limits for any voyage.

SECTION 38. LAUNCH SERVICE. When a ship is anchored or tied up to a buoy for eight (8) hours or over, for the purpose outlined in Article II, Section 33, each member of the Unlicensed Personnel while on his watch below shall be allowed one (1) round trip to shore at the Company's expense every twenty four (24) hours.

When launch service is arranged for by the Company, the schedule shall be such that each and every member shall be given the opportunity for a round trip as called for herein on his watch below.

In ports where regular boat service is not available, the Unlicensed Personnel may make their own arrangements for transportation and the Company agrees to reimburse either the crew member or the owner of the boat up to ten dollars ($10.00) per round trip per man carried once every twenty-four (24) hours.

SECTION 39. REST PERIODS. (a) Monday through Friday when members of the Unlicensed Deck and Engine Departments are required to turn to on overtime for a period longer than two (2) hours between the hours of 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. This rest period shall be given at any time that is convenient between the hours of 8 a.m. and 5 p.m. the same day. This rest period shall be in addition to cash overtime paid for the work performed between midnight and 8 a.m. If a rest period is not given, the men shall be entitled to additional compensation at the applicable Penalty Rate in lieu thereof. This section shall not apply to men who have been turned to on overtime at 6 a.m. or after.

(b) Where sea watches have been maintained, this section shall not apply to watchstanders.

(c) In port, if sea watches have been broken and have not been reset, this section shall apply to any man required to turn to on such overtime work.

(d) This section shall apply, in the case of day workers, both at sea or in port.

(e) The Boatswain may take a rest period when due, except in cases where the watch below is turned to on overtime.

SECTION 40. FRESH PROVISIONS. (a) An adequate supply of fruit juices shall be provided for the Unlicensed Personnel. Fresh fruit and vegetables will be furnished at every port touched where available, and if supply is possible, a sufficient amount to last until the next port or to last until the food would ordinarily, with good care, spoil. Shore bread shall be furnished at all U.S. ports when available.

Frozen foods shall be considered the equivalent of and serve the same purpose as fresh foods.

(b) (1) Vessels making a foreign voyage shall store canned whole fresh milk or aseptically packaged fresh milk at the rate of one (1) pint per man per day for the duration of the voyage.

(2) While a vessel is in Continental U.S. ports, fresh milk from local dairies is to be served three (3) times a day. Prior to a vessel departing from any domestic ports, going to another domestic port and/or a foreign port, forty (40) gallons of local fresh milk must be placed on board.

(3) After departure from the last Continental U.S. port and the supply of fresh milk has been consumed, canned whole fresh milk or aseptically packaged fresh milk is to be served at breakfast only while at sea.

(4) While in a foreign port, canned whole fresh milk or aseptically packaged fresh milk is to be served three (3) times a day as per agreement.

(5) No purchase of milk shall be made in foreign ports while canned whole milk or aseptically packaged fresh milk is available.

(c) If milk is provided for persons other than crew members, then additional milk must be supplied for such use.

SECTION 41. ROOM AND MEAL ALLOWANCE. When board is not furnished unlicensed members of the crew, they shall receive a meal allowance of six dollars ($6.00) for breakfast, twelve dollars ($12.00) for dinner and twenty dollars ($20.00) for supper. Quarters allowance shall be forty dollars ($40.00) per night on lodging claims in port. Lodging claims at sea shall be ten dollars ($10.00) per night.

SECTION 42. MEAL HOURS. RELIEVING FOR MEALS. The meal hours for the Unlicensed Personnel employed in the Deck and Engine Departments 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.

(a) At sea or in port, the 4 to 8 watch shall relieve itself for supper.

(b) The 12 to 4 watch on sailing day is to be knocked off at 11:00 a.m. in order to eat at 11:30 a.m. and to be ready to go on watch at 12 noon.

(c) These hours may be varied, but such variations shall not exceed one (1) hour either way, provided that one (1)

unbroken hour shall be allowed at all times for dinner and supper when vessel is in port, however it is the intent of the Parties that every effort should be made to allow the crewmembers to receive their full unbroken meal hour.

(d) When the crew is called to work before breakfast and work continues after 7:30 a.m., a full hour shall be allowed for breakfast, and if breakfast is not served by 8:00 a.m., overtime shall continue straight through until breakfast is served. During cargo operations, the pumpman on duty shall not be entitled to a penalty hour during the meal hours unless he is required to do work such as making repair, or shift tanks, or do any work other than making routine inspections.

(e) If one (1) unbroken hour is not given, the men involved shall receive one (1) hour's compensation at the Penalty Rate in lieu thereof.

(f) When men off duty are working on overtime at sea or in port, they shall be allowed one (1) unbroken hour for meals. It is the intent of the Parties that every effort shall be made to allow crewmembers their unbroken meal hour.

(g) All penalty meal hours shall be paid at the applicable Penalty Rate, however, the penalty rate shall not apply if overtime is paid.

SECTION 43. MIDNIGHT LUNCH. (a) If the crew works as late as 9:00 p.m., coffee and night lunch shall be provided. If work continues after 9:00 p.m., fifteen (15) minutes shall be allowed for the coffee and night lunch, which time shall be included as overtime.

(b) If the crew starts work at or before 9:00 p.m. and works continuous overtime until midnight, the men shall be provided with a hot lunch at midnight. If the work continues after midnight, one (1) unbroken hour shall be allowed for such hot lunch. However, it is the intent of the parties that every effort should be made to allow crewmembers to receive their full unbroken meal hour.

(c) If the crew is broken out after 9:00 p.m. and works continuously for three (3) hours, a hot lunch shall be provided at the expiration of the three (3) hours if the work is to be continued. Otherwise, a night lunch shall be provided. However, it is the intent of the parties that every effort should be made to allow crewmembers to receive their full unbroken meal hour.

(d) If the crew works as late as 3:00 a.m., coffee and night lunch shall be provided, and if work continues after 3:00 a.m., fifteen (15) minutes shall be allowed for coffee and night lunch, which time shall be included as overtime.

(e) If the crew works as late as 6:00 a.m., coffee shall be provided, and if work continues after 6:00 a.m., fifteen (15) minutes shall be allowed for coffee, which time shall be included as overtime.

(f) When a vessel is scheduled to depart at midnight, the midnight lunch hour may be shifted one (1) hour either way.

(g) In the event the midnight lunch is not served, the men involved shall be paid the supper meal allowance in addition to the overtime provided for in paragraphs (b) and (c) above.

(h) When the midnight lunch is to be served to five (5) men, one (1) cook shall perform the work. When from six (6) to ten (10) men are involved, one (1) cook and one (1) messman shall do the work. When more than ten (10) are involved, one (1) cook and two (2) messmen shall perform the work.

SECTION 44. COFFEE TIME. (a) All hands shall be allowed fifteen (15) minutes for coffee at 10 a.m. and 3 p.m., or at a convenient time near those hours.

(b) When the crew is entitled to the thirty (30) minutes readiness period under Article II, Section 22, 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.

SECTION 45. CREW'S QUARTERS. All quarters assigned for the use of the Unlicensed Personnel are to be kept free from vermin insofar as possible. This is to be accomplished through the use of extermination facilities provided by the Company, or fumigating the quarters every six (6) months with gas.

Room allowance as provided in Section 41, shall be allowed when:

1. Heat is not furnished in cold weather. When the outside temperature is sixty-five (65 degrees) or lower for eight (8) consecutive hours, this provision shall apply.

2. Hot water is not available to crew's washrooms for a period of twelve (12) or more consecutive hours.

3. On air conditioned vessels, when the room temperature is seventy-eight degrees (78 degrees) or above and the air conditioning unit does not work in excess of eight (8) hours, this provision shall apply. If fans are installed, the penalty shall not be invoked. If fans do not now exist, suitable arrangements shall be made with the Union and Company for their installation.

4. Crew's quarters have been painted, and paint is not absolutely dry, and other suitable quarters are not furnished aboard.

5. At all times when vessel is in dry dock overnight and sanitary facilities are not supplied.

6. Linen is not issued upon request prior to 6 p.m. on the day the seaman joins the vessel.

7. Vessel is being fumigated and is not cleared before 9 p.m.

8. Men standing midnight to 8 a.m. watch on the same day the vessel is fumigated shall be entitled to room allowance regardless of when the vessel is cleared.

9. Work such as chipping, welding, riveting, hammering or other work of a similar nature is being performed in or about the crew's quarters between 8 p.m. and 6 a.m. except when the ship is in a dry-dock or shipyard period where the ship yard's operational necessities dictate the work schedule.

When such work as outlined in (9) above is being performed in or around the quarters of the men who stand donkey watches, such men will be provided with other quarters, or room allowance will be allowed.

NOTE: Penalties claimed for lack of heat, air conditioning, hot water, etc., or because of noise as defined in (9) above, must be recorded on an eight (8) hour basis with the Ship's Master or other proper department head. Dates, times of reporting and temperatures should be made part of such record.

SECTION 46. CLEANLINESS OF QUARTERS. The Unlicensed Personnel shall cooperate to the fullest in order to keep their respective living quarters clean and tidy at all times.

In the event the crew's quarters are not cleaned in accordance with the SIU standards, and this is brought to the attention of the patrolman prior to pay off, then it is the duty of the patrolman to see that these quarters are cleaned by the crew members who live in the said foc'sle and to see that they are cleaned before paying off the ship.

SECTION 47. CREW EQUIPMENT. The following items shall be supplied the Unlicensed Personnel employed on board vessels of the Company:

1. A suitable number of blankets.
2. Bedding consisting of two white sheets, one spread, two white pillow slips, which shall be changed weekly.
3. One face towel and one bath towel, which shall be changed twice weekly.
4. One cake of face soap with each towel change.
5. Suitable mattresses and pillows shall be furnished. As mattresses wear out they shall be replaced.
6. All dishes provided for the use of Unlicensed Personnel shall be crockery.
7. Laundry detergent and one cake of Lava soap or other suitable hand cleaner weekly.
9. Cots shall be supplied to the Unlicensed Personnel while in the tropics, except on fully air conditioned vessels.
10. Two twelve-inch fans shall be furnished in forecastles occupied by two or more Unlicensed Personnel, and one sixteen-inch fan in all forecastles occupied by one member of the Unlicensed Personnel.

Any member willfully damaging or destroying linen shall be held accountable for same. When full linen is not issued, men shall receive one (1) hour overtime at their respective Overtime Rate as specified in Article II, Section 21 (a), each week for washing their own linen. The Steward shall not issue clean linen to any individual crew member until such member has turned in his soiled linen.

SECTION 48. VENTILATION. All quarters assigned to the Unlicensed Personnel and all messrooms provided for their use shall be adequately screened and ventilated, and a sufficient number of fans to secure ventilation shall be provided.

SECTION 49. MESSROOMS. Each vessel shall be furnished with a messroom for the accommodation of the Unlicensed Personnel, such messroom or messrooms to be in each case so constructed as to afford sitting room for all and to be so situated as to afford full protection from the weather and from heat and odors arising from the vessel's engine room, fire room, holds and toilets.

SECTION 50. WASHROOMS. Adequate washrooms and lavatories shall be made available for the Unlicensed Personnel of each department, to be equipped with a sufficient number of hot and cold fresh water showers.

SECTION 51. LOCKERS. A sufficient number of lockers shall be provided so that each employee shall have one (1) locker of full length wherever space permits, with sufficient space to stow a reasonable amount of gear and personal effects.

SECTION 52. UNIFORMS. When uniforms are required to be worn by Unlicensed Personnel aboard any vessel, they shall be provided at the Company's expense.

SECTION 53. ELECTRIC REFRIGERATOR, ELECTRIC WASHING MACHINE AND ELECTRIC CLOTHES DRYER. An electric washing machine and refrigerator shall be furnished for the use of Unlicensed Personnel on all vessels. If sufficient space and electric power is available, an electric clothes dryer shall also be provided for the use of Unlicensed Personnel.

On vessels presently without clothes dryers, preparations will be made for installation upon arrival at the port where suitable dryers are available, provided the above mentioned conditions are met. The location of these items shall be

determined by the Company. Any necessary repairs requiring replacement parts may be withheld until the vessel arrives at a port where parts are available.

SECTION 54. JURY AND PORTAL TOILETS. When necessary, jury toilets shall be rigged in an area most suitable to comply with proper sanitary standards. When portal toilets are required, those ratings normally assigned to sanitary duties such as wiper, ordinary seamen, messmen may be required to mop and provide the sanitary supplies for such units during routine hours without the payment of overtime. However, any work involving removal or replacement of the tanks shall be paid at the applicable rate. The proper department head shall determine the need for tank changes in keeping with proper sanitary standards.

SECTION 55. TRANSPORTATION AND PAYING OFF PROCEDURE.

1. (a) Vessels on foreign voyages shall be signed on for one (1) voyage for a term of time not exceeding twelve (12) calendar months. If a replacement is available, seamen on all vessels on foreign Articles that remain outside the Continental United States for a period in excess of six (6) months shall have the option of requesting transportation upon having attained six (6) months employment aboard the vessel unless the vessel is scheduled to depart to the Continental United States within ten (10) days after arrival at the next port of call. This provision shall not apply to vessels waiting to load or loading cargo in Persian Gulf ports. Under such circumstances, the seamen shall be paid off, if requested, at the next discharge port if a replacement is available. This provision applies only to seamen joining and/or dispatched from a vessel in the Continental United States, Hawaii, Puerto Rico, Alaska and/or the U.S. Virgin Islands. Companies operating vessels in shuttle service shall have the option of terminating Articles after six (6) months.

(b) On vessels engaged in the transport of Alaskan oil from Alaska to Japan or a transfer point in Panama to ports in Puerto Rico, the U.S. Virgin Islands, the U.S. Atlantic, Gulf, or East or West Coast ports in either direction, crew members shall be entitled to transportation upon completion of their assigned tour of duty. Rotary positions shall receive transportation after six (6) months of continuous employment regardless of the type of Articles. Every effort shall be made to pay off such vessels between sixty (60) and ninety (90) days. If the assigned tour of duty or the six (6) months rotary tour terminates in Japan, the crew member will remain on board until the next U.S. port, provided however that the next U.S. port is within thirty (30) days of the termination date.

(c) It is also agreed that, except as provided herein, economy class air transportation or the cash equivalent shall be provided to only those men who leave the vessel and who have completed their assigned contractual tour of duty. Wages and subsistence to port of original engagement in the United States will be paid for international air travel in excess of five (5) hours.

(d) Transportation will not be payable if the vessel departs from the final port of discharge within ten (10) days after inbound cargo is completely discharged or within ten (10) days after the completion of the assigned tour of duty to return to the port of engagement.

(e) Except as provided herein, transportation shall be paid to all crew members upon completion of their assigned tours of duty. Permanent crew members shall receive transportation at the completion of each four (4) month tour of duty.

(f) Transportation as provided herein shall not apply when the arrival at the first port is for the purpose of securing additional bunkers, stores or making emergency repairs of not more than seven (7) days duration, Articles or the tour of duty shall continue until the vessel can proceed to another Continental United States port.

2. Notwithstanding any other provision of the Agreement, any member of the Unlicensed Personnel will be allowed to pay off the vessel in any port in the Continental United States or Puerto Rico upon seventy-two (72) hours notice to the Master prior to the scheduled sailing of the vessel.

The Master shall be allowed to discharge any member of the Unlicensed Personnel as circumstances permit upon twenty-four (24) hours notice. If the seaman exercises his right to be paid off, as provided for in this subsection, transportation provisions shall not be applicable. If the Master exercises his right to discharge a seaman as provided for in this paragraph, transportation provisions shall be applicable except for discharges due to:

a. Drunkenness or use of alcohol.
b. Use, possession or sale of narcotics or controlled substances.
c. Use or possession of dangerous weapons or substances.
d. Physical assault.
e. Malicious destruction of property.
f. Gross misconduct.

Should the Union object to the discharge, the matter shall be handled in accordance with grievance procedure.

3. Applicable operations regulations shall be effective on G.A.A. vessels.

4. When air transportation is payable, at the termination of employment, a minimum of ten dollars ($10.00) shall be paid to the crew member to cover transportation to the airport. Upon submission of bonafide receipts, crew members shall be reimbursed for reasonable travel expenses above the ten dollar minimum.

5. The original port of engagement as used herein shall mean the port in the Continental United States, Hawaii or Puerto Rico from which the crew member was dispatched by the Union.

6. On vessels where the crew is employed by or on contract to the Federal Government, MAC transportation, when provided, shall be acceptable.

7. The Company or its designated agents are responsible for providing the Manpower Office with twenty-four (24) hours notice of a scheduled payoff, Monday through Friday. If the vessel is scheduled to pay off on a weekend, such notice shall be provided not later than noon Friday.

8. Seamen accepting transportation to join a vessel who fail to complete the tour of duty for which they were hired shall be subject to the disciplinary procedures specified in Rule 8A, sub-section 11 of the Shipping Rules.

9. Seaman shall be required to remain aboard the vessel until such time they are properly relieved, unless authorized to depart by the Captain.

56. RETURN TO PORT OF ENGAGEMENT. (a) In the event a ship of the Company is sold, interned, lost, laid up, run aground, or is stranded and the crew is required to leave the vessel by reason thereof, the crew shall be given transportation back to the port of engagement with subsistence, room and wages, at the time of payoff, as per Article II, Section 57, of this Agreement. When room and subsistence is not furnished aboard the vessel, room and meal allowance will be paid as prescribed in Article II, Section 41, until the crew is furnished repatriation by train, vessel or commercially operated airplanes, equivalent to the equipment of a regularly scheduled airline, or in the event such airplane transportation is not equivalent to a regularly scheduled airline, they shall be paid the difference in cash. When air transportation is payable at the termination of employment, ten dollars ($10.00) shall be paid to the crew member to cover transportation to the airport.

(b).The port of engagement of the seaman is the port in the Continental United States, Hawaii or Puerto Rico from which the crew member initially was dispatched by the Union.

(c) When a seaman is entitled to transportation under this section, he shall receive available economy class air transportation including tax to his port of engagement. However, if the crew is terminated in a foreign port, they shall be repatriated by available economy class air transportation. In ports close together such as but not limited to New York to Philadelphia, Seattle to Longview, or New Orleans to Baton Rouge or vice versa, bus or rail transportation may be used as mutually agreed to by the Union and Company representatives at the payoff.

(d) On vessels where the Unlicensed Personnel are not properly advised in writing prior to the signing of Articles that the vessel is to be sold, transferred, or scrapped, the Company shall be responsible for any excess baggage charges incurred in repatriation for the seaman's personal gear and tools, normally used in the performance of his duties.

Personal gear shall not include musical instruments, hi-fi or T.V. sets, radios and souvenirs acquired during the voyage.

(e) The Company shall provide to the Union on the thirtieth (30th) day of each month, or as soon as practical thereafter, verification of employment for each of the Unlicensed crew members leaving the ship, indicating their date of hire and date of termination.

SECTION 57. TRAVELING. Members of the Union, when transported by the Company during the course of their employment, shall be provided with economy class air travel. Where meals are not provided by the carrier, subsistence shall be paid as per Article II, Section 41. When traveling by ship is involved, men shall be provided with second class transportation or the cash equivalent thereof.

Prior to dispatching personnel to a vessel where transportation is involved, all arrangements regarding transportation are to be resolved by the Union and the Company or its designated Agents.

SECTION 58. VESSEL IN IDLE STATUS. When a vessel is inactive in a United States port for any reason for a period of seven (7) days or less, the Unlicensed Personnel shall be kept on board at the regular monthly rate of pay. However, when it is expected that said vessel will be idle for a period in excess of seven (7) days, the Unlicensed Personnel may be reduced on arrival. Should the vessel resume service within seven (7) days, the vessel's Unlicensed Personnel who return to the vessel shall receive wages, room and meal allowances for the period for which they were laid off.

The above notwithstanding, the Company may at its option lay off the crew for periods of less than seven (7) days. However, if this option is exercised, in addition to the air transportation back to their original port, the crew members shall also receive air transportation back to the vessel if they are entitled, pursuant to the Shipping Rules, to reclaim their job when the vessel is reactivated.

SECTION 59. FULL COMPLEMENT WHILE CARGO IS BEING WORKED. A full complement of Unlicensed Personnel shall be maintained aboard vessel at all times cargo is being worked.

The Company shall be in compliance with this section when there is less than a full complement, Saturdays, Sundays and Holidays, due to voluntary termination or discharge for cause or absence of members of the Unlicensed Personnel who should have normally been on duty. Likewise, compliance shall be in effect when there is less than a full complement aboard due to a condition arising as the result of a marine casualty.

SECTION 60. MANNING SCALE. It is agreed and understood that the present manning scale carried on the Company's vessels shall not be changed unless such changes are mutually agreed to by both the Union and the Company. It is mutually agreed that if the Company makes any changes in the manning scale of Licensed Personnel either from the initial complement on a newly built or acquired vessel or from the present complement on vessels owned and/or operated by the Company on the date of this contract, the Union has the right to negotiate concerning any effect that such change may have on the Unlicensed Personnel.

SECTION 61. INTERNATIONAL DATE LINE. If a vessel crosses the International Date Line from east to west, and a Saturday, Sunday or Holiday is lost, all day workers shall observe the following Monday or the 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, or if the following Monday is a Holiday, then the following Monday and Tuesday shall be observed.

However in crossing the International Date Line from west to east, if an 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 Sunday is also a Holiday, the Sunday which is picked up shall be observed as such Holiday.

SECTION 62. NEW EQUIPMENT NOT CARRIED AT PRESENT, NEW CONSTRUCTION AND RECONVERSION. In the event the Company is to build new ships, acquire new ships or convert old ships, it is agreed that prior to the commencement of construction or conversion, the Union and the Company shall meet to negotiate manning scales, quarters, recreational facilities and all equipment and provisions to be furnished for, or used by, the Unlicensed Personnel.

In the event the Company should install new or different equipment than that presently in use and covered by this Agreement, the Company and the Union shall meet immediately to negotiate working rules to cover such vessel or equipment.

SECTION 63. CALENDAR DAY. For the purpose of this Agreement, the calendar day shall be from midnight to midnight.

SECTION 64. WAR ZONE. In case any vessel of the Company traverses waters adjacent to or in the proximity of a declared or undeclared war or a state of hostilities, it is hereby agreed that a petition on the part of the Union for the opening of negotiations for added remuneration, bonuses, and/or insurances, shall in no way be deemed cause for the termination of this Agreement.

SECTION 65. COPIES OF AGREEMENTS TO BE FURNISHED. Copies of this Agreement shall be furnished to the Master, Chief Engineer, Ship's Committee and all Unlicensed Personnel, when available and requested.

SECTION 66. LOGGING. Where the Master exercises his prerogative under maritime law by logging a man for missing his regular work or watch, he shall not log the man more than one (1) day for one (1) day. This section shall not be deemed to prejudice the authority of the Master, or the requirements of obedience of the crew, described elsewhere in this Contract, except as specifically herein provided.

SECTION 67. RETURN OF DECEASED SEAMAN. If a seaman dies at any time during the voyage, the Company shall so notify the next of kin as designated on the shipping Articles. In the event a seaman dies in a port not in the Continental United States, or if he dies at sea and his body is delivered to a port not in the Continental United States, in which port facilities for preservation of the body for shipment and burial are available, and there are no legal restrictions contrary thereto, if the said next of kin requests the return of the body and agrees to assume responsibility for the body at the port of engagement, the Company shall defray the total cost of preserving and returning the body to the original port of engagement.

SECTION 68. TIME OFF - TANKERS. (a) 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) in the payoff port or such ports as may be mutually agreed upon between the Master and the 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 nearby foreign and coastwise trade, this time off need not be granted more often than once in each thirty (30) day period. It is understood that the Company is obligated to hire replacements for those relieved if necessary to maintain proper safety standards and services, and if the vessel is in a port where the Union maintains a hiring hall and qualified personnel are available. It is further understood that the number of replacements is within the complete discretion of the Company. Such replacements are to be paid at existing stand-by rates and shall be governed by the work rules as defined in Article II, Section 31. However, the foregoing shall not be construed

to affect in any way the established practice of companies with Shore Gangs. This provision shall not be applicable during regulatory inspections.

On vessels engaged in the transport of Alaskan oil as defined in Article II, Section 55, 1(b), crew members shall be entitled to time off in the manner applicable to coastwise vessels, regardless of the Articles involved.

1. If a man selects a port for time off where it is impossible to grant eight (8) hours off, he only gets what is available and no accumulation is carried forward.

2. If members of the Steward Department are off while the vessel is not feeding, no overtime is payable to them.

3. In the Deck Department, those accepting time off under this Section shall not be required to report for shifting of ship during time off or during their watch below.

4. Alternation of time off may be applied in the Deck Department provided the vessel's stay in port is long enough to comply with the intent of the time off Section.

5. Where the seaman does not receive his day off as required above, he shall receive one (1) day's pay in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (1/2) day's pay in lieu thereof. This clause shall not apply where the seaman has accepted overtime in lieu of time off nor when time off was offered by the Company and refused.

6. Qualified day workers may be required to relieve watchstanders for purposes of time off. They shall be paid at their respective Overtime Rates after 5 p.m. and before 8 a.m..

7. The penalties defined in Item 5 above shall not be applicable for the current voyage if the vessel lays up in the port of payoff.

(b) As circumstances permit, on all vessels which are shuttling, all Unlicensed Personnel who will remain on board shall be entitled to time off (not to exceed eight (8) hours) upon completion of each sixty (60) days of continuous employment in such port as is mutually agreed upon between the Master and the crew member. The voyage shall commence upon the signing of the Articles and continue until the Articles are terminated. When the seaman does not receive the day(s) off as required above, he shall receive one (1) day's pay for each day or days in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (1/2) day's pay in lieu thereof. The receipt of payment in lieu of day(s) off shall be contingent upon the seaman's completion of the Articles.

SECTION 69. AWNINGS AND COTS. All tankers, except those on regular North Atlantic runs, and Alaska Coastwise runs, shall be provided with awnings aft, with the exception of vessels equipped with facilities on deck of the same nature. On fully air-conditioned vessels, there shall be no requirements for the issuance of cots or the installation of awnings.

SECTION 70. TELEVISION SETS AND T.V. CASSETTE SYSTEMS. (a) The Company shall provide a television set for the Unlicensed Personnel on all vessels covered by this Agreement.

(b) Such television set shall be a nationally known brand with no less than a 19 inch color screen. The maintenance and repair of these sets including the antennae shall be the responsibility of the Company. The Company shall not be responsible for damage caused by the improper acts of the Unlicensed Personnel.

(c) A T.V. cassette system using one-half (1/2) inch tapes shall be installed aboard all vessels for the exclusive use of the Unlicensed Personnel. Vessels currently using three quarter (3/4) inch tapes, shall upon replacement of the current equipment, install the one-half (1/2) inch tape equipment. Preparation for the installation will be made upon arrival in a Continental U.S. port where suitable systems are available. On vessels shuttling outside the Continental United States, such systems shall be shipped to the vessel from the United States, unless comparable systems are available at the vessels' ports of call.

Maintenance, repair and providing tapes shall be the responsibility of the Company. However, they shall not be responsible for damage caused by improper acts of the Unlicensed Personnel.

SECTION 71. CREW'S WAGES. Unlicensed Personnel will be paid on a day for day basis on all contracted vessels, regardless of the type of voyage.

SECTION 72. TANKERS IN THE GRAIN TRADE.

1. When a tanker is put into the grain trade, the Unlicensed Personnel shall be under the Standard Freightship Agreement working rules from the time they commence loading grain until such time as they arrive at an oil cargo loading berth; they shall then revert to the tanker working rules. It is understood, however, that they shall at all times remain under the tanker wage scale, Overtime and Penalty Rates. When work rules are not specified in the Standard Freightship Agreement for a specific rating, such rating shall perform those duties as defined in this Agreement.

2. It has been agreed that the Deck Department can take the ship's evacuators from the cargo hold or shelter deck store rooms, wherever they may be stored, and place them in position on deck where they are required for loading or discharging.

In cases where it is necessary to take the cyclone (heads) off these machines in order to store them, it has been

agreed that the Pumpman will take out the bolts, nuts, etc., and that the Deck Department would lift off the heads and store the machines, and in the same manner when the machines are being taken out of storage and placed on deck, the Deck Department will lift the head onto the machine and the Pumpman will secure the bolts, nuts, etc. The above described work may be done during regular working hours by the watch on deck without the payment of overtime.

3. (a) It has been agreed that when the ship's evacuators are in use that it will be the Pumpman's duty to maintain these machines, such as standing by when they are running, changing oil, greasing, refueling them and doing general maintenance and repair work as can be done aboard ship. On ships having electric evacuators, it shall be the Pumpman's duty to plug in the electric connections and change plugs during regular working hours without the payment of overtime.

(b) When shoreside evacuators are to be used, and the crew members are required to service or handle same, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

4. Cleaning tanks where grain has been carried. When men are required to sweep up grain and remove it from the tanks or wash the tanks down with a hand hose, this shall be considered the same as cleaning holds and the hold cleaning rate shall be paid as per the Freightship Agreement. However, when the butterworthing machines are used and the tanks are cleaned and mucked, men performing this work shall be paid at the rates prescribed in Article II, Section 21 (b).

5. During regular working hours it shall be the duty of the Deck Department to set up and shift the ship's evacuators including attaching the first section of suction pipe and to do rigging necessary for operations and repairs. However, hooking up additional sections of suction pipe, shifting suction lines or going into the tanks to hook up or unplug suction lines shall be considered longshore work and shall be paid for at the longshore rate.

6. Ship's evacuators are evacuators placed on board the vessel in a U.S. port at the time of loading and are returned to a U.S. port after completion of the discharge of cargo.

SECTION 73. OBO VESSELS. The basic monthly wages, Overtime Rates and Penalty Rates, unless otherwise agreed upon between the Union and the Company, shall be as stated in this Agreement. When grains, coal, ores or other bulk cargoes are carried, the vessel shall be governed by the work rules defined in the Freightship Agreement. Where work rules for a specific rating are not defined in the Freightship Agreement, such rating shall perform such duties as are defined in this Agreement. Freightship work rules shall apply from the time the vessel commences loading a bulk cargo until such time as the vessel arrives at berth for the purpose of loading a liquid cargo. At such time, the work rules defined in this Agreement shall apply.

On such vessels where the cargo hatches are opened or closed hydraulically, it shall be the routine duty of the Unlicensed Personnel to open and close such hatches and remove any cargo residue from the tracks that may impair such operation, during the regular watch or work day, Monday through Friday, without the payment of overtime, unless otherwise specified in this Agreement.

SECTION 74. CREW 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. If available, the Company agrees that unlicensed personnel serving aboard the vessel shall be provided access to send and receive E-mail in accordance with the rules and regulations set forth in the company's policies and procedures.

SECTION 75. SECURITY WATCHES. The Unlicensed Personnel may be required to stand security watches in port by order of the Federal, Military, or Naval Authorities in United States controlled ports, or by foreign government authorities in other ports. If the vessel is anchored or moored to offshore buoys and the vessels gangway is not being used, crew members assigned to such watches may be required to routinely check the deck areas for security reasons.

SECTION 76. VESSEL COMMUNICATION. The Company shall notify the Union Headquarters by telephone and telegram any time a vessel fails to communicate with the Company within any seventy-two (72) hour period.

SECTION 77. SMOKING REGULATIONS. Smoking is prohibited except in designated smoking areas. The designation of smoking areas shall be Company policy. However, the crew lounge and crew dining areas shall remain smoke-free.

SECTION 78. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE III

DECK DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for Unlicensed Personnel in the Deck Department, when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate Effect. 7/1/01	Monthly Rate Effect. 7/1/02	Monthly Rate Effect. 7/1/03	Monthly Rate Effect. 7/1/04	Monthly Rate Effect. 7/1/05
Boatswain	$3484.55	3589.09	3696.76	3807.66	3921.89
A.B. Deck Mtce.	2592.54	2670.32	2750.43	2832.94	2917.90
Able Seaman (Green)	2281.61	2350.06	2420.57	2493.18	2567.98
Able Seaman (Blue)	2122.42	2186.09	2251.67	2319.22	2388.80
O.S. Deck Mtce.	2094.84	2157.69	2222.42	2289.09	2357.77
Ordinary Seaman	1809.24	1863.51	1919.42	1977.00	2036.31

SECTION 2. DIVISION OF OVERTIME. All overtime shall be divided as equally as possible among the members of the Deck crew. However, specialized work requiring special skills shall not be included in this provision. This rule shall not apply to those men who do not make themselves available to work overtime. In any event, the Boatswain shall be allowed to make as many hours overtime as the high man's overtime hours in the Deck Department, except where such overtime has been paid for routine sea watches. The Boatswain shall have the right to stand weekend gangway watch in turn with the rest of the Deck Department. If he fails to exercise such right, he has no claim for high man's overtime.

On vessels carrying the specific rating of "Quartermaster," whose routine duties include the standing of gangway watches, the Boatswain or any other Unlicensed Deck Department member shall not be required to stand gangway watches where "Quartermasters" are available for such assignment. If the Boatswain is required to work with and supervise the watch on deck, Saturdays, Sundays or Holidays, for which the watch on deck receives additional overtime, he shall receive the same amount of overtime per hour as paid to a member of the watch on deck or his Overtime Rate, whichever is higher.

SECTION 3. DIVISION OF WATCHES. (a) The Sailors while at sea shall be divided into three (3) watches which shall be kept on duty successively for the performance of ordinary work incidental to the sailing and maintenance of the vessel.

(b) The manning of sea watches shall be as mutually agreed to between the Company and the Union and as approved by the U.S. Coast Guard.

When the vessel is loading or discharging cargo not less than two (2) deck seamen shall be assigned to each watch.

When the watch complement is not in compliance with the vessel's U.S. Coast Guard certification, the wages of the missing watchstander shall be paid to the crew members who perform the duties of the missing man unless the watch conforms to the U.S. Coast Guard certification by assigning qualified day workers or crew members from other watches to fill the shortage.

(c) When the watch below is called out to work, they shall be paid overtime for such work at the rates specified in the Agreement except for such work as defined in Article II, Section 18.

SECTION 4. BOATSWAIN AND A.B. MAINTENANCE STANDING WATCH.

(a) If the Boatswain is required to stand watch due to a shortage of men, such watches stood between the hours of 5 p.m. and 8 a.m., Monday through Friday, shall be paid for at the Overtime Rate. However, all watches stood shall be in addition to his regular duties as Boatswain. In such cases, there shall be no division of wages except as provided for in Section 3 (b) above.

(b) A.B. Maintenance may be required to replace any Unlicensed member of the Deck Department when said member is sick or missing, without payment of overtime.

(c) On vessels where the Bosun is listed on the manning scale as a Bosun/OS or Bosun/AB, he shall be assigned to the 8 to 12 watch. Monday through Friday he shall be paid a minimum of two (2) hours overtime at the regular Overtime Rate between the hours of 1 p.m. and 5 p.m. for supervising and/or working with the watch on deck. If the work involved requires payment of a higher rate of overtime, such rate shall be applicable. A Bosun/Watchstander shall be assigned to

work with the watch below at all times. At such time, a qualified member of the watch below will be assigned to perform the routine watch duties of the Bosun.

SECTION 5. SETTING WATCHES. Sea watches shall be set not later than noon on sailing day. When the vessel sails before noon, watches shall be set when all lines are on board and vessel is all clear of the dock.

SECTION 6. BREAKING WATCHES AND WORK IN PORT. (a) When the vessel docks between 12 midnight and 8 a.m. and sea watches are broken, any part of a watch between midnight and 8 a.m. shall constitute a complete watch.

Watches shall not be broken unless the vessel's stay in port is twenty-four (24) hours or more.

(b) In port, when sea watches are broken, the hours of labor shall be 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. No additional compensation shall be paid for standing routine gangway watches, security watches and routine sea watches in port, except when stood in excess of eight (8) hours, Monday through Friday and on Saturdays, Sundays and Holidays.

(c) In port, when sea watches are not broken, members in the Deck Department shall stand their regular watches and perform their regular duties. Employees standing these watches shall assist the officer on watch in attending mooring lines, tending gangways, gangway lights, handle valves and blanks, handle, connect and disconnect vessel's cargo and bunker hoses on board the ship, replace butterworth plates and close tank tops when necessary for cargo operations. Men on watch may assist the Pumpman in pumprooms when accompanied by the Pumpman to make changes for handling cargo and ballast, but not to do repair work.

(d) The following work is to be considered as part of the raising and lowering the anchor: Breaking out the cement in hawsepipe when preparing to lower anchor; obtaining cement and cementing hawsepipe after anchor has been raised.

When the Bosun does this work, no overtime will be claimed by the Unlicensed Personnel.

(e) When the watch below is called out to work, they shall be paid overtime at the applicable rate for the work performed during their watch below.

SECTION 7. MEN STANDING SEA WATCHES. (a) Men standing sea watches shall be paid overtime for all work in excess of eight (8) hours between midnight and midnight each day. No work except for the safe navigation of the vessel is to be done after 5 p.m. and before 8 a.m., and on Saturdays, Sundays and Holidays without the payment of overtime.

(b) Sanitary work shall be done on weekdays between 6 a.m. and 8 a.m., without the payment of overtime. Sanitary work in this section shall mean cleaning the wheelhouse, chart room, cleaning windows and mopping out wheelhouse. Weather conditions may necessitate additional mopping of water from the wheelhouse and cleaning of the wheelhouse windows.

(c) Except as otherwise specifically provided, if a man standing regular watch at sea or on Saturdays, Sundays or Holidays is required to work other than routine work for the safe navigation of the vessel, they shall be paid at the rates specified in Article II, Section 21 (b) 3, Penalty Rates with the following exceptions:

1. Cleaning quarters, as outlined in Article III, Section 19.
2. Those duties outlined in Section 6 (d) above.
3. Docking or undocking, as outlined in Article III, Section 13.
4. Routine work for the safe navigation of the vessel.
5. Cargo watch as specified in Section 10 below.

(d) If a man standing sea watches on Saturdays, Sundays or Holidays is required to handle explosives, do longshore work, do carpenter work, secure cargo, handle mail or baggage, handle stores, use paint spray guns or sand blasting equipment, tend livestock, handle garbage, remove soot from the stack, clean bilges or clean up oil spills, clean tanks or such work as defined in Article III, Section 23, Additional Work, he shall be paid only the rate as specified in this Agreement for that type of work.

SECTION 8. RELIEVING HELMSMAN. (a) No mate shall relieve the Helmsman except in an emergency. When the vessel is underway on automatic steering, the helmsman can be utilized to perform routine maintenance on the bridge, Monday through Friday, 8 a.m. to 5 p.m. Such work shall be restricted to the bridge, bridge wings and flying bridge. No work shall be performed on stagings or aloft. In the event the Mate relieves the helmsman in a non-emergency situation, or the helmsman is assigned to perform routine maintenance in areas other than the bridge, bridge wings and flying bridge, or is assigned to non-routine maintenance work, he shall be paid at the rate specified in Article II, Section 21 (b) - Penalty Rates.

Except for periods while the vessel is maneuvering, the Quartermaster or Helmsman will be permitted to smoke provided the wheelhouse is a designated smoking area.

(b) **DECK DEPARTMENT'S DUTIES IN PORT.** Quartermasters or any other Unlicensed Personnel in the Deck Department shall stand tank watches and shall handle valves in connection with the loading or discharging of cargo

or ballast. When vessels are not loading or discharging, Deck Department members shall stand gangway watches. Quartermasters shall not be required to chip, scale, sougee or polish brass. When the vessel is in the ship yard, or similar inactive status, the Company will not be required to maintain a gangway watch, and may, at its sole discretion, utilize the services of a security guard.

(c) On vessels carrying the specific rating of "Quartermaster," gangway watches shall be maintained by such rating when available.

(d) In those ports where existing conditions do not require or prohibit the use of the gangway, the sailors may be assigned to security watches as prescribed in Article II, Section 75.

SECTION 9. BOATSWAIN HANDLING WINDLASS. The Boatswain shall stand by the windlass and an Able Seaman may be required to relieve the Boatswain at the windlass during the Boatswain's working hours.

SECTION 10. DAY WORKERS. (a) The following ratings shall be classified as day workers: Boatswain and AB Maintenance. On vessels manned with at least a Bosun/WS and five (5) Able Seamen, two (2) Able Seamen may be designated as AB Maintenance. However, whenever the vessel is involved in cargo operations, two (2) members of the Deck Department will constitute a deck cargo watch. The Deck Department manning scale shall at all times include three (3) AB Watchstanders.

(b) The working hours for all men classified as day workers shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m., Monday through Friday. Any work performed by day men outside of these hours shall be paid for at their applicable rate, except for such work as defined in Article II, Section 18. The day worker's schedule, when assigned to cargo watches, may be modified in order to comply with safety provisions and regulations of the Federal Oil Pollutions Act. In such case, the provisions of Article II, Section 39 (a) shall not be applicable. When the vessel is engaged in cargo operations, AB Maintenance men may be assigned to cargo watches without extra compensation, except in cases where the work performed exceeds eight (8) hours in any calendar day.

SECTION 11. WASHING DOWN. When members of the Deck Department are required to wash down after 5 p.m. and before 8 a.m. and on Saturdays, Sundays and Holidays, they shall be paid at the applicable rate.

SECTION 12. HANDLING MOORING LINES. (a) The watch on deck shall receive compensation at the Penalty Rates prescribed in Article II, Section 21 (b) for breaking out or stowing any mooring lines after 5 p.m. and before 8 a.m. Monday through Friday and on Saturdays, Sundays and Holidays, at the rate specified in Article III, Section 7 (c).

(b) All hands, when available and if required, can be used for breaking out or storing away mooring lines.

SECTION 13. DOCKING AND UNDOCKING. All hands when available shall be used to perform this work.

SECTION 14. CALL BACKS IN PORT. (a) When the vessel is in port and men are called back for shifting ship, hauling, rigging or securing gear, cleaning tanks, etc., after 5 p.m. and before 8 a.m., Monday through Friday, they shall receive a two (2) hour minimum for each call back.

In the event the work exceeds two (2) hours, the men shall receive overtime for the hours actually worked.

On Saturdays, Sundays and Holidays, the men shall receive a minimum of four (4) hours for such call-backs. They may be turned to one or more times without the payment of overtime, except where the time exceeds four (4) hours, in which case they will be paid for the hours actually worked.

During such call back, the men may be required to secure the vessel for sea, but may not be required to do maintenance or repair work.

(b) This section shall not apply when men are called back to sail the vessel.

(c) The duty of men called for the specific purpose of shifting ship shall be limited to work necessary for shifting, and shall not include maintenance or repair work.

(d) All hands available shall be used for shifting or hauling vessel.

(e) When a shift or haul commences at exactly 5 p.m. and the meal hour has been changed from 4:00 p.m. to 5:00 p.m. for the entire crew, the crew members who are on the vessel and are working would not be entitled to the call back. Those men who have completed their day's work prior to 5 p.m. and were called back, would be entitled to the two (2) hour call back.

SECTION 15. GOING ASHORE TO TAKE LINES. The practice of putting sailors ashore to handle lines when docking or undocking is to be avoided as far as possible. If, however, no other means for handling lines is available, and sailors are required to catch the lines or let them go, the sailors actually handling the lines shall receive five dollars ($5.00) each in each case. This is to be in addition to overtime, if they are working on overtime at that particular moment.

After the ship is properly moored, and members of the Deck Department are required to put out additional lines or single up lines during regular working hours, no additional monies shall be paid.

SECTION 16. SHIP'S STORES. (a) Unlicensed Deck Department Personnel may be required to handle stores, radio batteries and radio equipment, either on the dock or aboard the ship during their regular hours without payment of overtime. Regular hours shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday.

(b) The officer in charge shall determine the number of sailors required for handling ship's stores.

(c) The Company reserves the right at any time to use shoregangs to handle ship's stores.

SECTION 17. USING PAINT SPRAY GUNS, HYDRO-BLASTING AND SAND-BLASTING EQUIPMENT. When members of the crew are required to paint with spray guns, hydro-blasters or sand-blasters, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates. Hydro blasting for the purposes of this Agreement shall mean equipment that generates over 4000 psig at the nozzle." Add two additional sentences to the end of the first paragraph that read: "When hydro blasting, only the individual working the nozzle shall be entitled to the Penalty Rate. Appropriate personal protective equipment (PPE) shall be provided when hydro blasting.

When spray guns or sand-blasters, other than the small hand type, are being used for painting, two (2) men shall operate same and both men shall receive overtime at the applicable rate.

During any thirty (30) day period in which the spray painting or sand-blasting equipment is used eight (8) hours or more, the crew members involved shall receive a clothing allowance of three (3) hours overtime, at their respective Overtime Rate, as prescribed in Article II, Section 21 (a), unless the Company provides protective clothing.

The Radio Operator shall paint and maintain the Radio Shack.

Two (2) men shall be used on sand-blasting operations and shall be paid in the same manner as when spray guns are used. When self-contained sand-blasting and spray painting booths are utilized, no penalty shall be applicable.

SECTION 18. GARBAGE. Garbage shall be stowed away from the crew's quarters. When members of the Deck Department are required to handle such stowed garbage by hand or shovel, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

SECTION 19. CLEANING QUARTERS. One (1) Ordinary Seaman on duty shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Deck Department. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 noon daily, both at sea and in port. Sanitary work in the crew's quarters shall include wiping off fans. On vessels of 25,500 D.W.T. or over, the Ordinary Seaman shall be allowed four (4) hours daily for performing this work. Where the vessel carries a watchstanding Bosun on the 8 to 12 watch, and no Ordinary Seaman is available for such sanitary work, it may be performed by the Ordinary Seaman on the 12 to 4 watch.

On vessels not carrying Ordinary Seamen or a crew member assigned daily to cleaning of unlicensed deck quarters, the Bosun and Able Seaman shall be compensated one (1) hour overtime weekly at the applicable rate prescribed in Article II, Section 21 (a) to perform the sanitary work in their specific quarters.

SECTION 20. REMOVING SOOT FROM SMOKE STACK. When members of the Deck Department are required to remove soot accumulated inside of the smoke stack, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

SECTION 21. TANK CLEANING. (a) When crew members are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

(b) When crew members are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses, or after the use of the butterworth system, for the purpose of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch **Monday through Friday**	**Effect.** **7/1/01**	**Effect.** **7/1/02**	**Effect.** **7/1/03**	**Effect.** **7/1/04**	**Effect.** **7/1/05**
Group 1	$7.60	7.60	7.60	7.83	7.83
Group 2	5.85	5.85	5.85	6.03	6.03
Group 3	4.62	4.62	4.62	4.76	4.76

Off Watch
Monday through Friday

Group 1	Each crew member shall be paid his respective Overtime Rate specified in Article II, Section 21(a)
Group 2	Each crew member shall be paid his respective Overtime Rate specified in Article II, Section 21(a)

Group 3	Each crew member shall be paid his respective Overtime Rate specified in Article II, Section 21(a)

Any Time
Saturdays, Sundays and Holidays

Group 1	Each crew member, in addition to his Overtime Rate,shall be paid his respective on watch Penalty Rate as specified above.
Group 2	Each crew member, in addition to his Overtime Rate, shall be paid his respective on watch Penalty Rate as specified above.
Group 3	Each crew member, in addition to his Overtime Rate, shall be paid his respective on watch Penalty Rate as specified above.

This shall also apply to cofferdams and bilges which have been fouled through leakage of the above mentioned cargoes or pumprooms or bilges that have been flooded with such cargoes or bunkers.

(c) When tanks described in (b) above are being cleaned and cleaning has been completed, a bonus of three (3) hours overtime at the specific Overtime Rate in effect applicable to the various ratings as defined in Article II, Section 21 (a), Overtime Rates, shall be paid. This bonus will compensate for the clothing allowance and shall be paid only once during each ballast voyage. It is understood that sea boots for tank cleaning will be furnished by the Company. While engaged in tank cleaning, men shall receive no other overtime.

The men who are hauling buckets during tank cleaning operations under this section shall be paid at the rate defined in Article II, Section 21 (b), Penalty Rates.

(d) For any work performed in cofferdams or void tanks which have not contained water, oil, creosotes, etc., the men required to perform such work shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

The same shall apply to members required to handle or shift butterworthing machines during the butterworth operations or wash tanks from the decks.

(e) A minimum of three (3) men shall be required for the purpose of shifting butterworthing machines. When butterworthing machines are in operation, one (1) man shall be required to stand by the machines. The man who is standing by the machines shall do no other work. However, the other men may be required to perform other work between 8 a.m. and 5 p.m., Monday through Friday.

(f) **CRUDE OIL WASH SYSTEMS.** Program settings of all programmers shall be performed by the Pumpman or QMED/Pumpman, or their reliefs, when available. The same shall apply to vessels having fixed programmers and program settings are required.

When the Pumpman, QMED/Pumpman or their reliefs are not available, such work shall be performed by the watch or watch below on deck, as directed by the officer in charge.

SECTION 22. STEERING ENGINE ROOM AND BOW THRUSTER ROOM. When sailors are required to clean the steering engine or steering engine bed, they shall be paid at the rates indicated in Article II, Section 21 (b), Penalty Rates. However, sailors may be required to clean and paint the steering engine room, the bow thruster motor rooms and grease tiller chains while on watch during straight time hours without the payment of overtime.

SECTION 23. ADDITIONAL WORK. (a) In all ports, members of the Unlicensed Deck Department may be required to chip, sougee, scale, prime and brush paint the vessel over the side. They may also be required to chip, sougee, scale, prime and brush paint all quarters, passageways, dining areas, lounges, laundries, galley, pantries and ships offices between 8 a.m. and 5 p.m., Monday through Friday, without extra compensation.

(b) Non-permanent transient or irregular foreign shore labor shall not be employed to perform any of the work in the Licensed or Unlicensed quarters, store rooms, passageways, galleys and messrooms, except in those instances where the Company uses established shore labor. Companies on regular trade routes who, prior to June 7, 1954, used established shore labor in foreign ports may continue such practice.

(c) At sea or in port, the Deck Department may be required to sand and varnish all outside rails, storm and screen doors, and perform Carpenters duties with out additional compensation.

SECTION 24. CHAIN LOCKER. Able Seamen only shall be sent in to the chain locker to stow chain. In the event the chain locker is located lower than one deck below the windlass, a suitable signaling system must be installed. The system shall consist of a two-way bell or buzzer or voice tube. This shall only apply when men are sent in the chain locker for the purpose of stowing chain.

SECTION 25. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE IV

ENGINE DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Engine Department when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate Effect. 7/1/01	Monthly Rate Effect. 7/01/02	Monthly Rate Effect. 7/01/03	Monthly Rate Effect. 7/01/04	Monthly Rate Effect. 7/01/05
QMED*					
Class 1	$3484.55	3589.09	3696.76	3807.66	3921.89
Class 2	3183.80	3279.32	3377.70	3479.03	3583.40
Class 3	2883.05	2969.54	3058.63	3150.39	3244.90
Class 4	2582.33	2659.80	2739.60	2821.79	2906.44
QMED/Pumpman	3484.55	3589.09	3696.76	3807.66	3921.89
Chief Pumpman	3187.59	3283.22	3381.72	3483.17	3587.66
Second Pumpman/ Eng. Maintenance	3187.59	3283.22	3381.72	3483.17	3587.66
Ship's Welder Mtc.	2821.91	2906.57	2993.77	3083.58	3176.09
Engine Utility	2566.52	2643.52	2722.82	2804.51	2888.64
Oiler Mtce. Utility	2629.53	2708.41	2789.67	2873.36	2959.56
Oiler	2281.61	2350.06	2420.57	2493.18	2567.98
Fireman/Watertender	2281.61	2350.06	2420.57	2493.18	2567.98
General Utility/ Deck Engine	2094.84	2157.69	2222.42	2289.09	2357.77
Wiper	2094.84	2157.69	2222.42	2289.09	2357.77

*Effective January 1, 1985, all QMEDs shall be reclassified subject to verification of having satisfactorily completed the following specified Seafarers Harry Lundeberg School of Seamanship specialty courses.

QMED Class 1-QMED with six or more SHLSS specialty courses.
QMED Class 2-QMED with four or five SHLSS specialty courses.
QMED Class 3-QMED with two or three SHLSS specialty courses.
QMED Class 4

Effective June 16, 1990, a Q.M.E.D. can only be registered in his current classification for a period of one (1) calendar year from the date he received such classification, at which time he shall make application for and satisfactorily complete the courses designated by the SHLSS to attain the next highest classification.

SHLSS SPECIALTY COURSES

1. Automation
2. Marine Electrical Maintenance
3. Welding
4. Marine Electronics
5. Refrigeration Systems Maintenance & Operation
6. Pumproom Maintenance & Operation
7. Diesel Engine Technology
8. Hydraulics
9. Hagglund Crane Maintenance
10. Refrigerated Container Advancement Maintenance

On all vessels carrying a Q.M.E.D./Pumpman, he shall be paid in accordance with his Q.M.E.D. classification in effect or at the rate applicable to the Chief Pumpman, whichever is higher.

SECTION 2. EQUALIZATION OF OVERTIME. Overtime work shall be assigned as equally as possible among crew members of the same rating. However, specialized work requiring special skill shall not be included in this provision. This rule shall not apply to those men who do not make themselves available to work overtime.

SECTION 3. HOURS OF WORK-DAY WORKERS. Working hours in port or at sea for all men classified as day workers shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m., Monday through Friday. Any work outside these hours or on Saturdays, Sundays, Holidays shall be paid for at the applicable rates, except as provided in Article II, Section 18.

SECTION 4. HOURS OF WORK - WATCHSTANDERS. (a) Working hours for watchstanders at sea shall be forty (40) hours per week, Monday through Friday. They shall be paid Overtime Rates for all watches stood on Saturdays, Sundays and Holidays.

(b) Whenever the vessel is involved in cargo operations, the work schedule of the QMED Pumpman, Chief Pumpman and Second Pumpman when assigned to the cargo watch may be modified in order to comply with safety provisions and regulations of the Federal Oil Pollution Act. Is such cases, the provisions of Article IV, Section 3, shall not be applicable. It is also understood that when assigned to cargo watch they will be considered watchstanders. During cargo operations, no less than one (1) Pumpman shall be assigned to the cargo watch.

(c) In port, no additional compensation shall be paid for standing routine watches, except when stood in excess of eight (8) hours, Monday through Friday and on Saturdays, Sundays and Holidays.

SECTION 5. WORKING SPACES. No member of the Unlicensed Personnel of the Engine Department other than the Pumpman, Electrician, Wiper, Q.M.E.D., OMU or any other day men, shall be required to work outside of the engine spaces without the payment of overtime. Engine spaces consist of the fireroom, engine room, ice machine room, tool shop and shaft alley, and steering engine room. For the purpose of routine watch duties, the engine room spaces shall consist of fireroom, engine room, ice machine room, steering engine room and shaft alley. However, they may enter engine room storage for the purpose of securing equipment with which to work and handle stores as provided in Section 18.

The pumproom below the top grating shall be considered as part of the Engine Department spaces. Members of the Deck Department may be required to chip, paint and perform general cleaning of these spaces without the additional compensation, however, any work performed in the pumproom bilges will be paid at the appropriate penalty rate.

SECTION 6. SETTING WATCHES. Sea watches for men standing donkey watches shall be set at midnight prior to scheduled sailing time.

SECTION 7. BREAKING WATCHES. Any part of a watch from midnight until 8:00 a.m. on day of arrival shall constitute a complete watch. This shall not apply to men who are to stand donkey watch. When such arrival occurs on Sunday, the Overtime Rate shall be paid only for hours actually worked on such watch.

Sea watches may only be broken at midnight and only when a minimum of twenty-four (24) hours of port watches can be maintained before re-setting sea watches.

SECTION 8. SUPPER RELIEF. At sea or in port, the 4 to 8 watch shall relieve itself for supper. However, on vessels having only one (1) unlicensed watchstander on watch, he shall be relieved by a qualified unlicensed rating from the watch below.

SECTION 9. ELECTRICIANS. If the Company adds an Electrician to the Unlicensed Personnel, the standard work rules for Electricians shall apply.

SECTION 10. PUMPMAN. The Pumpman's duties shall consist of handling cargo, ballast and tank equipment, including all work necessary for the operation and maintenance of cargo pipe lines, room heating system and all deck machinery, including tank gear on deck, dogs on watertight doors and ports and life boat davits.

He shall not be required to do ordinary engine or fireroom work except in line with his regular duties; steam lines, cargo lines, etc.

He shall not be required to paint, clean paint, wirebrush, chip, scale, or do any polishing work without the payment of overtime.

If the tanks are not butterworthed, ventilated and mucked on dirty oil ships, clothing allowance shall be paid to any member of the Unlicensed Personnel who enters tanks for the purpose of making repairs.

The Pumpmen shall receive overtime when required to make installations, renewals or replacement of pipe twelve (12) inches in diameter or over and ten (10) feet long or over in cargo tanks or pipe eight (8) inches or over in diameter and six (6) feet long or over in the pumproom.

It is agreed that in the handling of heavy equipment in the pumproom, such as cargo line valves and pumproom machinery, the Deck Department may be required to perform the rigging, and it shall be the duty of the Wipers and/or Pumpman to hook up and stow away the individual pieces.

SECTION 11. SECOND PUMPMAN/ENGINE MAINTENANCE. He shall perform general maintenance and repair work throughout the vessel under the direction of the Engineer in charge. He may relieve or assist the Pumpman in

all of the Pumpman's duties. He may be required to paint cargo pumps only, without overtime, during regular working hours. With this exception, he shall not be required to paint, clean paint, wirebrush, chip, scale, or do any polishing work without the payment of overtime.

None of the Engine Department Unlicensed Personnel other than the Pumpman or Second Pumpman/Engine Maintenance may be required to turn steam on or off deck or butterworthing equipment.

It shall also be the duties of the Second Pumpman/Engine Maintenance to grease the steering engine when required during his regular working hours without the payment of overtime.

DUTIES ON CLEAN OIL SHIPS. On clean oil ships, the Pumpman and/or Second Pumpman/Engine Maintenance may enter the tanks to make minor repairs without the payment of the clothing allowance, providing it does not take over one (1) hour to complete the job, and further providing that the tanks have been butterworthed and ventilated. The above shall apply to the other members of the Unlicensed Personnel who enter the tanks for the same purpose.

No clothing allowance shall be paid to men who were not authorized to enter the tanks.

When a Fireman-Watertender or Oiler is missing because a crew member is sick, injured or because a Fireman-Watertender or Oiler missed the ship and none of the Wipers is capable of being promoted to fill the vacancy, the Second Pumpman/Engine Maintenance may be placed on watch. In the event the Second Pumpman/Engine Maintenance is assigned to a watch, no overtime is payable Monday through Friday for standing watch and performing customary watch duties. In no event shall he be required to work more than eight (8) hours without the payment of overtime. Any overtime due Second Pumpman/Engine Maintenance shall be paid at his applicable rate.

SECTION 12. ENGINE UTILITY - DAY WORKER. (a) They shall be required to assist Engineers in all Engine Department work.

(b) Utilitymen shall be required to have qualifications as Oilers, Watertenders and Firemen.

(c) They may be required to replace any Unlicensed member of the Engine Department when said member is sick, injured or missing.

(d) The Engine Utility or any other unlicensed rated day worker in the Engine Department shall take cargo samples and temperatures.

(e) They may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime except when such work is performed in excess of eight hours, Monday through Friday, or any time on Saturdays, Sundays and Holidays.

If the tanks are not butterworthed, ventilated and mucked on dirty oil ships, clothing allowance shall be paid to any member of the Unlicensed Personnel who enters tanks for the purpose of making repairs.

The Union agrees that the Company may replace a Wiper with an Engine Utility.

SECTION 13. OILERS ON WATCH - STEAM. (a) They shall perform routine duties, oil main engine (if reciprocating), watch temperatures and oil circulation (if turbine), oil auxiliaries, steering engine and ice machine. They shall pump bilges and tend water where gauges and checks are in the engine room and no Watertenders are carried.

(b) If required to start or blow down evaporator, they shall be paid one (1) hour at the applicable rate for each operation. When such equipment is placed in operation, Oilers may be required to check the equipment at regular intervals, make necessary adjustments to insure proper and even flow of condensate and salt water, oil, and tend any pumps operated in connection with such equipment without payment of overtime.

(c) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without payment of overtime.

SECTION 14. OILERS ON DAY WORK - STEAM. They shall assist the Engineers in maintenance and repair work in the engine room, machine shop, shaft alley, and store room when located in or adjacent to the engine room. However, he shall not be required to do any cleaning of boilers, cleaning paint, polishing work, wirebrushing, chipping or scaling.

SECTION 15. OILERS - DIESEL AT SEA. (a) They shall make regular rounds on main engines and auxiliaries, pump bilges, clean oil strainers and centrifuges, watch oil temperatures and pressures. If required, they shall drain oil from piston oil tanks every hour and shall pump up water for gravity. They shall be required to tend small donkey boilers for heating purposes, without payment of overtime.

However, when the boiler is being used for heating cargo oil, an allowance of two (2) hours per watch at the applicable rate shall be allowed the Oilers.

(b) They shall do no cleaning or station work, but shall be required to leave safe working conditions for their relief, provided such work shall not be done when Wipers are on duty.

SECTION 16. OILERS - DIESEL IN PORT. (a) In port, Oilers shall maintain a regular donkey watch. They shall oil auxiliaries, tend small donkey boilers, and look after the entire plant.

(b) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 17. FIREMEN/WATERTENDER. (a) They shall be required to watch and tend water, clean burners, fuel oil strainers, wherever located, drip pans, punch carbon, keep steam, watch fuel oil pressure and temperatures and oil fuel pumps located in the fireroom only.

(b) On all watches, they shall clean up excess oil occasioned by changing burners and strainers and shall leave the fireroom in a safe condition when relieved.

(c) The Firemen-Watertender on watch in port shall be paid overtime for watches stood in excess of eight (8) hours, Monday through Friday, and at the Overtime Rate on Saturdays, Sundays and Holidays.

(d) The Firemen-Watertender on watch shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(e) When on donkey watch, Firemen-Watertenders shall be required to keep steam, tend auxiliaries and take care of entire plant without the payment of overtime, except as provided in (c) above.

(f) When the vessel is in port and the entire plant is shut down, the Firemen-Watertender may be placed on day work. His hours then will be the same as those for day workers. His work shall consist of repair and maintenance work in fireroom and engine room. He shall not be required to do any cleaning of boilers, polishing work, wirebrushing, chipping or scaling.

SECTION 18. WIPERS. (a) It shall be routine duties for the Wipers to do general cleaning, including oil spills on deck, painting, cleaning paint, wirebrushing, chipping, scaling, sougeeing, polishing, work in the Engine Department, including resistor houses, and fanrooms, cleaning and painting steering engine and steering engine bed, and take all stores, including standing by on water and fuel oil lines.

(b) One (1) Wiper shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Engine Department daily. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 noon daily. He shall be allowed two (2) hours for this work on Saturdays, Sundays and Holidays, and shall have two (2) hours overtime. Sanitary work in crew's quarters shall include wiping off fans. On vessels of 25, 500 D.W.T. or over, the Wiper shall be allowed four (4) hours daily for performing this work.

However, on vessels with six (6) or less Unlicensed Engine Department Personnel, three (3) hours daily shall be allowed for such work.

On vessels not carrying Wipers or a crew member assigned daily to cleaning quarters, the Unlicensed Personnel in the Engine Department shall receive one (1) hour overtime weekly at the rates specified in Article II, Section 21 (a) for performing such work.

(c) Wipers may be required to paint Unlicensed Engine Department crew quarters without the payment of overtime during Wiper's regular working hours.

(d) Wipers shall be paid overtime for cleaning in firesides and steam drums of boilers. They may be required to clean tank tops or bilges by hand or be required to paint bilges. However, cleaning bilge strainers, cleaning away sticks or rags shall be considered part of a wiper's duties and shall be done without the payment of overtime.

(e) It shall be the duty of the Wiper to assist the Engineers in blowing tubes. The Wiper shall assist the Engineer in putting XZIT, and similar preparations and boiler compounds in the boiler. When the Wiper is required to assist in blowing tubes Monday through Friday, they shall then also be used Saturdays, Sundays and Holidays.

(f) Wipers may be required to assist in repair work, but he shall not be assigned to repair a job by himself without the payment of overtime. This is not to include dismantling equipment
in connection with cleaning; such as, grease extractors, bilge strainers and evaporators, etc.

(g) Wipers shall be required to pump up galley fuel tank during straight time hours without the payment of overtime.

(h) While vessels are transiting the Panama or Suez Canal, one (1) Wiper shall be assigned to trim ventilators to insure breeze for men below, regardless of whether it is outside of their regular working hours or not. When the Wiper performs this work outside of his regular working hours, overtime will be allowed.

(i) Skimming hot wells and cleaning grease extractors shall be done by the Wiper as part of his regular duties, without the payment of overtime.

(j) It shall be the duty of the Wiper to pull ice and deliver it to the icebox door without the payment of overtime; the Wiper shall also remove ice cubes from ice cube machines where such machines are located in engine room spaces.

(k) Wipers, under proper supervision, may be required to paint the outside of electric motors and generators.

(l) It shall be the duty of the Wipers to handle engine room stores on the ship or from barges, or on the dock within thirty (30) feet from ship-side in his regular working hours without the payment of overtime. (Sailors shall be required to operate deck gear in the handling of such stores as is necessary.)

(m) Except as otherwise provided, he shall perform general maintenance throughout the vessel, including chipping, painting and sougeeing during the hours without penalty pay.

(n) The Wiper may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime, except when such work is performed in excess of eight (8) hours in any calendar day and on Saturdays, Sundays and Holidays.

SECTION 19. TANK CLEANING. (a) When crew members are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

(b) When crew members are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses, for the purpose of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch Monday through Friday	**Effect. 7/1/01**	**Effect. 7/1/02**	**Effect. 7/1/03**	**Effect. 7/1/04**	**Effect. 7/1/05**
Group 1	$7.60	7.60	7.60	7.83	7.83
Group 2	5.85	5.85	5.85	6.03	6.03
Group 3	4.62	4.62	4.62	4.76	4.76

Off Watch
Monday through Friday

Group 1	Each crew member shall be paid his respective Overtime Rate specified in Article II, Section 21(a)
Group 2	Each crew member shall be paid his respective Overtime Rate specified in Article II, Section 21(a)
Group 3	Each crew member shall be paid his respective Overtime Rate specified in Article II, Section 21(a)

Any Time
Saturdays, Sundays and Holidays

Group 1	Each crew member, in addition to his Overtime Rate, shall be paid his respective on watch Penalty Rate as specified above.
Group 2	Each crew member, in addition to his Overtime Rate, shall be paid his respective on watch Penalty Rate as specified above.
Group 3	Each crew member, in addition to his Overtime Rate, shall be paid his respective on watch Penalty Rate as specified above.

This shall also apply to cofferdams which have been fouled through leakage of the above mentioned cargoes or pumprooms that have been flooded with such cargoes.

(c) When tanks described in (b) above are being cleaned and cleaning has been completed, a bonus of three (3) hours overtime shall be paid at the specific Overtime Rate in effect applicable to the various ratings as defined in Article II, Section 21 (a), Overtime Rates.

This bonus will compensate for the clothing allowance and shall be paid only once during each ballast voyage. It is understood that sea boots for tank cleaning will be furnished by the Company. While engaged in tank cleaning, men shall receive no other overtime.

The men who are hauling the buckets during tank cleaning operations under this Section shall be paid at the rates specified in Article II, Section 21 (b), Penalty Rates.

(d) For any work performed in cofferdams or void tanks which have not contained water, oil, creosotes, etc., the men required to perform such work shall be paid at the rates specified in Article II, Section 21 (b), Penalty Rates.

The same shall apply to crew members required to handle or shift butterworthing machines during the butterworth operations or wash tanks from the decks.

(e) A minimum of three (3) men shall be required for the purpose of shifting butterworthing machines. When butterworthing machines are in operation, one (1) man shall be required to stand by the machines. The man who is standing by the machines shall do no other work. However, the other men may be required to perform other work between 8 a.m. and 5 p.m. Monday through Friday.

(f) **CRUDE OIL WASH SYSTEMS**

Program settings of all programmers shall be performed by the Pumpman or QMED/Pumpman, or their reliefs, when available. The same shall apply to vessels having fixed programmers and program settings are required. When the Pumpman, QMED/Pumpman or their reliefs are not available, such work shall be performed by the watch or watch below on deck, as directed by the officer in charge.

SECTION 20. USING PAINT SPRAY GUNS, HYDRO-BLASTING AND SAND-BLASTING EQUIPMENT. When members of the crew are required to paint with spray guns, hydro-blasters or sand-blasters, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates. Hydro blasting for the purposes of this Agreement shall mean equipment that generates over 4000 psig at the nozzle." Add two additional sentences to the end of the first paragraph that read: "When hydro blasting, only the individual working the nozzle shall be entitled to the Penalty Rate. Appropriate personal protective equipment (PPE) shall be provided when hydro blasting.

When spray guns or sand-blasters, other than the small hand type, are being used for painting, two (2) men shall operate same and both men shall receive overtime at the applicable rate.

During any thirty (30) day period in which the spray painting or sand-blasting equipment is used eight (8) hours or more, the crew members involved shall receive a clothing allowance of three (3) hours overtime, at their respective Overtime Rate, as prescribed in Article II, Section 21 (a), unless the Company provides protective clothing.

The Radio Operator shall paint and maintain the Radio Shack.

Two (2) men shall be used on sand-blasting operations and shall be paid in the same manner as when spray guns are used. When self-contained sand-blasting and spray painting booths are utilized, no penalty shall be applicable.

SECTION 21. DONKEY WATCH. (a) 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 steam winches when the main engines are secured.

(b) If donkey watches are to be maintained during the vessel's stay in port, such watches must be set at the time sea watches are broken.

(c) The intention of this Section is that, in port, donkey watches, including a Fireman/Watertender and an Oiler, will be in effect, under which circumstances the Oiler shall be required to oil all auxiliaries, including steam winches.

(d) Under circumstances where a Fireman/Watertender is alone on donkey watch by reason of the Oiler having been assigned to day work, or to other duties, and the Fireman/Watertender is required to tend engine auxiliaries, he shall be compensated for such work at the applicable Overtime Rate per hour. In no case, however, shall double overtime be paid.

(e) Where either a Fireman/Watertender or an Oiler fails to stand his watch, and the work of the missing man is performed by another Unlicensed member of the Engine Department, then there is no additional compensation payable.

(f) Oilers on donkey watch may be required, in addition to oiling auxiliaries, to do maintenance work in the engine room between 8 a.m. and 5 p.m. without the payment of overtime on weekdays.

(g) It shall be the routine duty of the Oiler, Oiler Maintenance Utility, Q.M.E.D., etc., standing a donkey watch in port, to tend auxiliaries, including steam winches. This shall also apply to turning steam or power on or off the deck except where a Q.M.E.D. or Pumpman is on duty.

SECTION 22. CARBON TETRACHLORIDE. The Company agrees not to use carbon tetrachloride for any purpose

SECTION 23. CLEANING EXHAUST TRUNK CASINGS. It shall be the routine duty of the Unlicensed Engine Room Personnel to key-up the engine. When any member of the Unlicensed Personnel in the Engine Department on motor vessels is required to enter the exhaust trunk casings for the purpose of cleaning or scaling, he shall be paid extra compensation at the tank cleaning rate as specified in this Agreement.

SECTION 24. OILER/MAINTENANCE UTILITY.

1. He shall be required to have the qualifications of Fireman, Oiler and Watertender.

2. He may be classified as a watchstander and shall perform the routine duties and maintenance of the Oiler and Fireman/Watertender stated in Article IV, Section 13, 14 and 17 of this Agreement.

3. When designated as "day workers," they may be required to chip, paint or sougee in engine room spaces not to exceed three (3) hours per day, Monday through Friday, between 8 a.m. and 5 p.m. They shall not be so assigned when maintenance work orders requiring their participation or assistance is being performed without being paid at the rates prescribed in Article II, Section 21 (b) - Penalty Rates. In any case, on vessels carrying more than one OMU, one of the OMUs may be so assigned.

4. They may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime, except when such work is performed in excess of eight (8) hours in any calendar day or any time on Saturdays, Sundays and Holidays.

5. Maintenance overtime shall be divided as equally as possible between men of this rating.

SECTION 25. SHIP'S WELDER/MAINTENANCE MAN. (a) The Ship's Welder/Maintenance Man shall be classed as a day worker in the Engine Department.

(b) He shall be required to do burning, welding, maintenance and repair work anywhere on the vessel as directed

by the Chief Engineer.

(c) He shall be required to have qualifications as Fireman, Oiler and Watertender.

(d) He shall not replace any member of the Unlicensed Personnel except when such member is missing or unable to perform his regular duties due to illness or injury.

(e) He shall not be required to do general cleaning, painting, cleaning paint, polishing work, wirebrushing, chipping or scaling except in the course of burning, welding, maintenance and repair work.

(f) He shall receive the contractual rate for specified work such as tank cleaning, cleaning bilges, using paint spray guns, etc.

SECTION 26. QUALIFIED MEMBER OF THE ENGINE DEPARTMENT. (1) The qualified member of the Engine Department shall perform all work assigned to him in the Engine Department by the Engineer in charge.

(2) The duties of the Qualified members of the Engine Department (Q.M.E.D.s) shall be all work necessary for the continuance of the operation of the Engine Department.

(3) He shall perform maintenance and repairs throughout the vessel under the direction of the Engineer in charge.

(4) If he is a day worker, he may be required to replace a missing watchstander.

(5) He may be required to take on fuel and water and to take soundings as directed by the Engineer in charge.

(6) When no Ship's Welder/Maintenance is carried, he may, if qualified, be required to burn and weld.

(7) He may be required to assist in any work necessary for the operation of reefer equipment and containers, including the taking of temperatures.

(8) When designated as "day workers." they may be required to chip, paint or sougee in engine room spaces, not to exceed three (3) hours per day, Monday through Friday, between 8 a.m. and 5 p.m. They shall not be so assigned when maintenance work orders requiring their participation or assistance is being performed without being paid at the rates prescribed in Article II, Section 21(b) - Penalty Rates. In any case, on vessels carrying more than one Q.M.E.D., the Q.M.E.D. with the lowest rated classification may be so assigned.

(9) When necessary, repairs may be made during a routine watch without any penalty payments.

(10) On vessels carrying the rating of Q.M.E.D./Pumpman, he shall perform the duties described above in addition to the duties of Pumpman as defined in Article IV, Section 10, Pumpman.

He shall be paid in accordance with his Q.M.E.D. classification or Chief Pumpman, whichever is higher.

(11) The QMEDs may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime, except when such work is performed in excess of eight (8) hours in any calendar day or on Saturdays, Sundays and Holidays.

SECTION 27. GENERAL UTILITY DECK/ENGINE. On vessels newly constructed or converted and placed in operation on or after June 15, 1975, the above named rating shall perform the normal duties of a Wiper as defined in Article IV, Section 18 of this Agreement. He may further be required to perform such duties normally performed by the rating of Ordinary Seaman. He shall be responsible to the direct supervision of the Chief Engineer or Watch Engineer on duty except when assigned to the Deck Department, when his duties will be assigned by the Bosun.

This rating shall be classed as a day worker and, when applicable, shall receive the Overtime and Penalty Rates prescribed for the rate of Wiper.

When the Unlicensed Deck Department consists of seven (7) or less seamen, the GUD/E(s) shall be required to assist in docking or undocking the vessel at all times. He shall perform general maintenance throughout the vessel, including chipping, painting and sougeeing during routine work hours without penalty pay.

SECTION 28. WORK JURISDICTION. It is understood that the preservation of the jurisdiction of the Union is the essence of this Agreement and that the provisions of this contract establishing jurisdiction shall be rigorously and strictly enforced through the cooperative efforts of the parties.

Specifically and without limitation, any work performed by cadets, workaways, passengers, prisoners of war, staff officers, licensed deck officers, licensed engine officers, or any member of the crew other than the Unlicensed Personnel that is the routine work of the Unlicensed Personnel shall be paid at the Overtime Rate when such work is performed. Such payment is to be divided among the Unlicensed Personnel ordinarily required to perform such work.

Unlicensed Personnel shall continue to perform such work as they have heretofore customarily and traditionally performed, regardless of technological or other changes implemented or sought to be implemented aboard vessels operated by any of the Companies who are signatory to this Agreement.

The Company agrees that no sea-going work or services of the kind, nature or type historically or traditionally performed, or presently performed, or hereafter assigned to the Unlicensed Personnel covered by this Agreement, will be subcontracted, transferred or assigned in whole or in part to any other person or entity. The Company agrees to maintain existing unlicensed manning in the Engine Department and the Unlicensed Engine Department crew members shall perform all contractual duties, general maintenance and repair under the supervision of a licensed engineer. It is the purpose and intent of this clause to preserve the work of the Unlicensed Personnel covered by this Agreement and, accordingly, said

clause shall not be applicable to work or services which historically and traditionally have been performed by other persons or entities.

SECTION 29. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE V

STEWARD DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Steward Department, when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate Effec. 7/1/01	Monthly Rate Effec. 7/01/02	Monthly Rate Effec. 7/01/03	Monthly Rate Effec. 7/01/04	Monthly Rate Effec. 7/01/05
Chief Steward	$3484.55	3589.09	3696.76	3807.66	3921.89
Steward Baker	3484.55	3589.09	3696.76	3807.66	3921.89
Steward Cook	3484.55	3589.09	3696.76	3807.66	3921.89
Chief Cook	2740.35	2822.56	2907.23	2994.45	3084.28
Cook & Baker	2675.67	2755.94	2838.62	2923.78	3011.49
Third Cook	2373.34	2444.54	2517.87	2593.41	2671.21
Assistant Cook	2373.34	2444.54	2517.87	2593.41	2671.21
Steward Assistant	1748.98	1801.45	1855.49	1911.16	1968.49

SECTION 2. MINIMUM OVERTIME. At sea, when any member of the Steward Department is called out to work between the hours of 7:30 p.m. and 5:30 a.m., a minimum of two (2) hours overtime shall be paid.

SECTION 3. NUMBER OF HOURS. No member of the Steward Department shall be required to work in excess of eight (8) hours in any one (1) day without the payment of overtime. All work performed at sea on Saturdays, Sundays and Holidays shall be paid for at the Overtime Rate except as provided in Article II, Section 18.

SECTION 4. WORKING HOURS. (a) Steward - eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m.
Chief Cook - eight (8) hours between 6:30 a.m. and 6:30 p.m.
Cook and Baker - either 6:00 a.m. to 12 noon and 4 p.m. to 6 p.m. or 2 a.m. to 10 a.m., at the Company's option.
Messman - 6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1 p.m. - 4 p.m. to 6:30 p.m.
Steward Util. - 7 a.m. to 1 p.m. - 4 p.m. to 6 p.m.
(b) Working hours for members of the Steward Department in port when feeding shall be as outlined above.
(c) By mutual agreement between the Union and the Company, the "Three Man Guide" may be utilized aboard those vessels with three (3) persons in the department.

SECTION 5. VESSELS USING PORTION CONTROL PROVISIONS. (a) Hours of Duties
1. Except as otherwise specified, the Chief Steward, Steward/Baker or Steward/Cook shall assign the duties of each and every member in the Steward Department and shall work with and assist the Chief Cook in the preparation and serving of all meals and maintenance and cleanliness of the galley. All Steward Department personnel excluding the Chief Steward, Steward/Baker or Steward/Cook shall work between the hours of 6:30 a.m. and 6:30 p.m.
2. When a Steward/Baker is carried, his spread of hours shall be eight (8) hours between 6:00 a.m. and 6:30 p.m.
3. Cook and Baker (when carried) 6:00 a.m. to 9:30 p.m.
11:00 a.m. to 1:00 p.m.
4:00 p.m. to 6:30 p.m.

Additional duties of the Cook and Baker shall be to prepare, cook and serve all vegetables for dinner and supper meals, scrub galley after the supper meal with the assistance of a Steward Assistant, prepare night lunches and cooked salads.

4. Steward Assistant (Saloon)	6:30 a.m. to 9:30 a.m. 10:30 a.m. to 1:00 p.m. 4:00 p.m. to 6:30 p.m.

Prepare salads except cooked, and all cold drinks used by him. Draw supplies as needed.

5. Steward Assistant (Crew)	6:30 a.m. to 9:30 a.m. 10:30 a.m. to 1:00 p.m. 4:00 p.m. to 6:30 p.m.

Prepare salads except cooked salads.

6. Steward Assistant (Utilities)	6:30 a.m. to 9:30 a.m. 10:30 a.m. to 1:00 p.m. 4:00 p.m. to 6:30 p.m.

On vessels carrying Steward Assistant Utilities, the Chief Steward shall assign their duties.

7. Assistant Cook/Utility

His routine duties shall be to assist in the galley when required and to perform such other duties as are assigned to him by the Chief Steward. His eight (8) working hours shall be as designated by the Chief Steward between 6:30 a.m. and 6:30 p.m.

8. On all vessels with a Steward Department complement of four (4) men or less, the Steward/Cook or Steward/Baker shall be offered two (2) hours overtime at sea, Monday through Friday.

(b) **VESSELS CARRYING PASSENGERS:**

1. When passengers are on board, the Passengers Utilities' working hours shall be the same as the Messman.

2. In all ports the Cook and Baker shall work on a schedule between 6 a.m. and 6 p.m. as set forth by the Steward. When meal hours are changed for Deck and Engine Departments in accordance with Article II, Section 42, the Steward Department's working hours may be changed accordingly, provided, however, that they be given two (2) hours notice prior to the time necessary to prepare meals.

3. Five dollars ($5.00) per day, for each passenger over six (6) passengers, shall be paid on these vessels when from seven (7) to twelve (12) are carried. These monies shall be divided among the members of the Steward Department who perform the work or, at the Company's option, an additional Passenger Utility may be carried.

4. When the vessel commences a voyage without passengers and without a Passenger Utilityman, and is manned in accordance with this section, and passengers are taken aboard, five dollars ($5.00) per day per passenger shall be paid and divided among the members of the Steward Department who perform his work.

5. When five dollars ($5.00) per day per passenger is being paid to members of the Steward Department, there shall be no division of wages as outlined in Article V, Section 7, because of the absence of this member in the Steward Department.

When the Company receives no compensation for a minor child, then five dollars ($5.00) per day shall not be applicable.

6. If any person who is not included in the vessel's contracted manning scale is carried by the vessel, the Company shall pay the Steward Department five dollars ($5.00) per day for each such person. Cadets, Pilots and additional labor shipped from the SIU hiring halls are excluded.

However, when Pilots remain on board after terminating their navigational duties, the Company shall be subject to the five dollar ($5.00) payment for any calendar day in which their services are not required.

The five dollar ($5.00) penalty shall also be applicable when more than one (1) apprentice Pilot is carried.

SECTION 6. FULL COMPLEMENT. (a) A full complement of Steward Department shall be maintained when the vessel is feeding. This shall not apply when a skeleton crew is aboard.

(b) When a skeleton crew is aboard and the ship is feeding, the number of personnel to be retained in the Steward Department shall be as mutually agreed by the Company and the Union.

(c) On vessels acquired as a result of Military Contracts, Steward Department manning and adjustments thereto shall be as prescribed in the Contract between the Contracted Employer and the Military Sealift Command (MSC) or the Maritime Administration (MARAD).

SECTION 7. WORKING DUE TO ABSENT MEMBERS. (a) When a vessel is in a Continental United States port and a member of the Steward Department is missing, the men who do the missing man's work shall be paid overtime for the actual time worked over their normal eight (8) hours.

(b) If a vessel sails without the full complement in the Steward Department as required by this Agreement, the men who do the missing men's work will receive, in addition to a division of wages of the missing men, the overtime that the missing men would normally have made on Saturdays, Sundays or Holidays.

(c) While on a voyage and a member of the Steward Department becomes ill or injured, and remains aboard the vessel, the men who do his work shall receive a division of wages, but they shall not receive any overtime for doing this work.

SECTION 8. ROUTINE WORK. (a) The regular routine duties laid out below shall be carried out within the scheduled working hours as specified above, and it shall be the duty of the Steward to organize the work in his department so that it can be accomplished within eight (8) hours per day as scheduled in this Agreement. Routine duties of the Steward Department shall be to prepare and serve the meals. They shall also clean and maintain, including spot sougeeing and polishing bright work, the quarters of the Unlicensed Personnel, the Radio Officers, the Pursers, Passengers and the ship's office, all dining rooms, messrooms, washrooms, galley and pantry. They shall sort and cull fruit and vegetables. Unless otherwise specified in this Agreement, no overtime applies to the above routine work unless performed in excess of eight (8) hours.

(b) At sea, the Utility, if assigned to the daily cleaning of the radio shack, shall receive not less than three (3) hours overtime per week at the Overtime Rate.

(c) It shall be the routine duties of the Steward Utility to count and bag linen, work in storerooms, linen lockers, toilets and Steward Department passageways and do general cleaning within his eight (8) hours as directed by the Steward.

(d) Where Steward Department Personnel are required to wax and polish decks, it shall be among their routine duties to maintain same daily. When required to remove old wax preparatory to re-waxing and re-wax same, he shall be paid overtime for such work performed.

SECTION 9. HANDLING STORES. Steward's stores shall be brought aboard by the Deck Department. Steward's stores shall be distributed to the meat box, chill box, or storerooms by either Deck Department or Steward Department personnel and shall be stowed by the Steward's Department.

"Off Watch, Monday through Friday" shall be the normal and routine hours when a specific rating is off duty.

"On Watch, Saturdays, Sundays and Holidays" shall be anytime during their regular hours on such days.

However, daily provisions such as fresh vegetables, fruit, milk or bread shall be stored by Messmen and/or Utilitymen when placed aboard, without the payment of overtime, provided such work is done within their prescribed working hours.

SECTION 10. RECEIVING STORES. The Steward shall be solely responsible for checking and receiving of voyage stores and linens, and he shall not delegate this responsibility to another member of the Steward Department. He shall be required to go on the dock to check stores and linens without the payment of overtime during his regular hours.

SECTION 11. LATE MEALS. When members of the Steward Department are required to serve late meals due to the failure of officers or crew to eat within the prescribed time, the members of the Steward Department actually required to stand by to prepare and serve the late meal shall be paid the applicable rate.

SECTION 12. SHIFTING MEALS. When meal hours are extended for any reason and any of the Ships Officers or Unlicensed Personnel are unable to eat within the regular prescribed time, all members of the Steward Department required to stand by to prepare and serve the meals shall be paid at the applicable rate from the time the meal is extended. As much notice as possible shall be given the Steward Department when meal hours are to be shifted. Shifting of meals shall be done in accordance with the provisions of Article II, Section 42.

SECTION 13. EXTRA MEALS. (a) When meals are served in port to other than regular members of the crew and/or Pilot, one dollar ($1.00) per meal shall be paid. This is to be divided among the members of the department actually engaged in preparing and serving the meals.

(b) When food is prepared for persons who do not require the service of the messroom, two (2) hours overtime per meal shall be paid for the first group of six (6) persons and fractions thereof, and one (1) hour overtime for each four (4) additional persons or fractions thereof. This money is to be divided equally among the galley force.

(c) No extra meals are to be served without the authority of the Master or Officer in charge of the vessel.

(d) The provisions of paragraph (a) shall not require the payment of any additional amount to members of the Steward Department for serving meals to Company officials, or Government officials assigned to the ship on ship's business.

SECTION 14. EXTRA PERSONS SLEEPING ABOARD. In port, when persons other than regular crew members, passengers, pilot or a Company representative sleeps aboard, the member of the Steward Department who takes care of the room shall be paid one (1) hour overtime per day. This does not apply when a ship carries the required complement to accommodate passengers and the number of extra persons aboard does not exceed the full complement of passengers allowed.

SECTION 15. SERVING MEALS OUTSIDE OF MESSROOMS. When any member of the Steward Department is required to serve anyone outside of their respective messrooms for any reason, he shall be paid at the applicable rate for time required. However, meals may be served on the bridge to the Master and/or Pilot without the payment

of overtime whenever it is necessary for the Master 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. This section shall not be construed to apply to passengers or ship's personnel served during regular working hours on account of illness.

SECTION 16. MIDNIGHT MEALS AND NIGHT LUNCHES. (a) Members of the Steward Department actually engaged in serving hot lunches at midnight are to be allowed three (3) hours overtime for preparing and serving same.

(b) When not more than the equivalent of one (1) department is served at 9 p.m. or at 3 a.m. night lunch, one (1) cook shall be turned out to perform this work. When a midnight hot lunch is served to not more than five (5) men, one (1) cook shall perform this work. When from six (6) to ten (10) men are served, one (1) cook and one (1) messman shall perform this work. When more than ten (10) men are served, one (1) cook and two (2) messmen shall perform this work.

(c) When meals are not provided as specified in Article II, Section 43, the number of Steward Department personnel who would normally be broken out to prepare such meals shall be paid the overtime specified in paragraph (a) above, at the Overtime Rate.

SECTION 17. CLEANING MEAT AND CHILL BOXES. (a) Members of the Steward Department shall be assigned by the Steward to clean meat and chill boxes and shall be paid at the applicable rate for the time the work is performed. Boxes shall not be cleaned without the express authorization of the Chief Steward.

(b) Keeping the meat and chill boxes neat and orderly at all times such as cleaning out paper wrapping, crates, etc., within regular working hours, is not to be considered overtime.

SECTION 18. MAKING ICE CREAM. When a member of the Steward Department is required to make ice cream, he shall be paid at the applicable rate for the time required to make the ice cream.

SECTION 19. MAKING ICE. On ships where ice machine are carried, members of the Steward Department will not be required to make or pull ice, but they will distribute the ice once it is pulled. On ships where ice machines are not carried, and members of the Steward Department are required to make ice, overtime shall be paid for such work performed. This does not apply to making ice cubes in small refrigerators or ice cube machines in messrooms, pantries or galleys.

SECTION 20. OVERTIME FOR BUTCHERING. When carcass beef, in eighths or larger is carried, the man required to butcher the beef shall be paid a minimum of six (6) hours overtime weekly for butchering. This shall not apply when a Butcher is carried.

SECTION 21. SHORE BREAD. (a) The Company shall furnish bread from ashore in all Continental U.S. ports. When bread is not furnished in Continental U.S. ports within twenty-four (24) hours after arrival, excluding Saturdays, Sundays and Holidays, the Cook & Baker or Steward/Baker shall be required to make bread and will be paid three (3) hours overtime for each batch of bread made.

(b) When a new Cook and Baker or Steward/Baker is employed, he may be required to make a batch of bread during his regular working hours without the payment of overtime.

SECTION 22. SOUGEEING. When members of the Steward Department are required to sougee, overtime shall be paid for the actual number of hours worked. Spotting shall not be construed as sougeeing.

SECTION 23. CHIPPING, SCALING AND PAINTING. Members of the Steward Department shall not be required to chip, scale or paint.

SECTION 24. DUMPING GARBAGE. No member of the Steward Department shall be required to go on the dock for the purpose of dumping garbage, without the payment of overtime.

On vessels equipped with automatic garbage disposal units located adjacent to the ship's galley, messroom or storerooms, it shall be routine for the Steward Department to operate such unit during regular working hours without the payment of overtime.

SECTION 25. OIL STOVES. Members of the Steward Department shall not be required to pump oil for the galley range.

SECTION 26. DAY WORK. (a) When the ship is not feeding and members of the Steward Department are on day work, their hours shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m.

(b) When members of the Steward Department are on day work, they may be required to work in store rooms, linen lockers, toilets, passageways, handle stores and linen placed aboard ship, and do general cleaning without the payment of overtime.

(c) When members of the Steward Department are on day work, all hands shall be allowed fifteen (15) minutes for coffee at 10:00 a.m. and 3:00 p.m. or at a convenient time near these hours.

(d) When the Steward Department is on day work and the ship is not feeding, the men shall receive one (1) full hour from 12 noon until 1:00 p.m. for lunch. This hour may be varied but such variation shall not exceed one (1) hour either way, provided that one (1) unbroken hour shall be allowed at all times for dinner and supper when men are on day work. If one (1) unbroken hour is not given, the men involved shall be paid one (1) hour's compensation at the Penalty Rate in lieu thereof.

SECTION 27. GALLEY GEAR. The Company shall furnish all tools for the galley including knives for the Cooks.

SECTION 28. APRONS AND UNIFORMS. White caps, aprons and coats worn by the Steward Department shall be furnished and laundered by the Company, and white trousers worn by the galley force shall be laundered by the Company.

SECTION 29. ENTERING ENGINE ROOM AND FIREROOM. Members of the Steward Department shall not be required to enter the engine or fire room, except as may be required by Article II, Section 18.

SECTION 30. WORK NOT SPECIFIED. Any work performed by the Steward Department that is not specifically defined in this Agreement shall be paid for at the applicable rate.

SECTION 31. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE VI

OTHER PROVISIONS

SECTION 1.

A. Sales and Transfers

1. In order to preserve the jobs of the Company's Unlicensed Personnel covered by this Agreement, the Company agrees that should any vessel presently or hereinafter covered by this Agreement be sold or transferred in any manner to another entity (excluding the Federal Government) for operation under U.S. flag (but not including a vessel which the Company may be operating under a bareboat charter and the charter is terminated), the vessel shall be sold or transferred with the full complement of Unlicensed Personnel last employed on said vessel.

2. In order to protect and maintain the wages, pension rights, other economic benefits and conditions of such Unlicensed Personnel, and to prevent their immediate discharge by the buyer or transferee, thereby frustrating the preservation of their job rights, the Company agrees that prior to any sale or transfer it will obtain from the purchaser or transferee a written Agreement providing:

a. that the purchaser or transferee shall immediately upon sale or transfer employ the Unlicensed Personnel last employed on said vessel, and thereafter shall not terminate such Unlicensed Personnel without just cause; and

b. that for the life of the vessel, the purchaser or transferee will provide such Unlicensed Personnel with wages, pension benefits and other economic benefits and conditions (such as health and medical benefits, overtime and penalty pay, etc.) at least equal to that which would have been enjoyed had such Unlicensed Personnel continued employment on the vessel by the Company; and

c. that disputes involving the interpretation or application of the obligations contained in said written Agreement shall be resolved by arbitration under the procedures of the American Arbitration Association; and

d. that said written Agreement shall be specifically enforceable by the Union on behalf of one or more of the Unlicensed Personnel for whose benefits it is made.

3. It is understood that none of the conditions herein shall require the purchaser or transferee to accept or adopt the Company's Agreement with the Union.

4. In the event the Company wishes to replace a vessel with another vessel to be covered by this Agreement, the Union will discuss the disposition of the existing vessel with the Company.

B. Successors and Assigns

This Agreement and all Supplements and Addenda shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Company agrees that its operations covered by this Agreement, either in their entirety or in severable part, shall not be sold, conveyed or otherwise transferred or assigned to another entity without first

securing the written Agreement of said entity to assume the Company's obligations under this Agreement.

It is understood and agreed that this "successors and assigns" clause shall be applicable except for sales or transfers of a vessel in the Company's normal course of business, if any, which sales and transfers shall be covered by Subsection A above.

C. Compliance

The Company shall give written notice to the Union of any transaction within the scope of Subsections A or B above. Such notice shall describe the exact nature of the transaction and shall be given sixty (60) days (or the earliest shorter period when sixty (60) days is not possible) prior to the consummation of any Agreement on the transaction.

2. In the event the Company fails to secure the written Agreement required by Subsections A or B above, the Company shall be liable to the Union in the sum certain amount equal to the total employment costs of a full complement of Unlicensed Personnel on each involved vessel for a period of three (3) years. Such sum shall be distributed by the Union to the Unlicensed Personnel injured by the Company's breach and shall not be reduced by the interim earnings of such Unlicensed Personnel or for any other reason. The Union reserves the right to seek such other or additional relief as it deems appropriate.

3. The provisions of this Section shall be deemed of the essence of this Agreement and, in the event of any violation thereof, shall be enforceable by the Arbitrator pursuant to the arbitration procedure set forth in Article II, Section 3 of this Agreement, and such violation shall constitute an immediate waiver of any and all no-strike pledges contained in this Agreement.

SECTION 2. It is agreed that any Agreements that are presently in effect covering War Risk Insurance and Area Bonuses be continued as is with no change. In addition, any and all Addenda, supplementary Agreements and/or Memoranda of Understanding, the contents of which have not been incorporated into this Collective Bargaining Agreement, shall be continued in effect and, if modified, as so modified shall be incorporated into and made a part of this Collective Bargaining Agreement.

SECTION 3. It is agreed that for purposes of construction of this Agreement, wherever the masculine gender is used, it shall include the feminine gender.

SECTION 4. COST OF LIVING ADJUSTMENT. The cost of living adjustment due on July 1, 2001 under the Agreement is hereby waived.

Based on the percentage increase between April 1, 2003 and April 1, 2004 of the Consumer Price Index — United States City Average for Urban Wage Earners and Clerical Workers or its agreed upon successor — published by the Bureau of Labor Statistics of the U.S. Department of Labor (1982-1984=100), effective July 1, 2004, a cost of living adjustment equal to the percentage increases above shall be added to the base wage and Overtime Rates specified in Article II, Section 21, Subsections (a) and (b).

Increases shall be paid on the basis of each full percent increase with any unpaid fraction carried over to the next period or periods and used in computing the percentage increase for such later period or periods.

Further cost of living adjustments shall be granted under the same formula at yearly intervals, based on the Consumer Price Index increases, if any, between April 1, 2004 and April 1, 2005, to be effective July 1, 2005.

In the event the contract is further extended, yearly cost of living adjustments shall be granted under the same formula.

It is understood and agreed that neither of the foregoing adjustments shall be effective unless and to the extent that increases in the Consumer Price Index for the particular year in question exceeds six percent (6%). If the CPI for the particular year in question exceeds six percent (6%), the adjustment shall be the full percent differential between the CPI for that year and six percent (6%). This differential shall be paid in addition to the specific contractual wage increase, if any.

SECTION 5. GOVERNMENT BIDS. The Union and the Contracted Employers, upon seven (7) days notice, shall meet to discuss the need to revise or amend the provisions of the Agreement including all cost items in any case in which such provisions and/or costs could adversely affect the potential employment of the Unlicensed Personnel aboard vessels owned or chartered by the Federal Government and sought to be operated by the Contracted Employer(s).

SECTION 6. WORK RULES. The Parties shall establish work rules, as warranted, in order to comply with international standards and regulations applicable to U.S.-flag vessels.

ARTICLE VII

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective June 16, 2001 and shall be binding upon the parties through June 15, 2006 and shall be considered as renewed from year to year thereafter unless no less than sixty (60) days prior to the expiration of this Agreement either party gives written notice to the other party of its desire to terminate or to negotiate with respect to the terms and conditions of this Agreement.

ARTICLE VIII

STEWARD DEPARTMENT WORKING RULES

In order to ensure continued harmony and efficiency in the Steward Department, this outline of duties is submitted as a guide for the Steward and his Department. It is not intended to conflict with or supersede our Agreement, nor is it intended in any way to limit the Chief Steward's authority.

When any of the following ratings are carried, their duties shall be as specified below.

Duties of Steward:

Eight (8) hours between the hours of 6:30 a.m. to 6:30 p.m.

The Steward shall have the full authority of making any changes and adjustment of this work, according to the circumstances or conditions that may arise, and the Union demands that each member cooperate in carrying out his assignment as a condition of our Contract. It shall be left up to the Steward's good judgment, who will bear in mind that the results are always the determining factor, in better service, maintenance and greater economy. He shall coordinate the work of his Department in the different classes so that none of his men will be taxed unfairly or beyond their capacity. He shall have free access to all parts of the vessel, where the function of his Department is necessary. When settling differences, he should make every effort to settle them satisfactorily for all concerned. His employees are entitled to private interviews when brought to task. This will improve the harmonious relationship now existing aboard ships. The regular duties of the Steward shall be to supervise all work of the Steward Department, including the supervision of preparing and serving all meals. He is responsible for the receiving and issuance of all stores, inspection of work, preparing requisitions, taking inventory of stock, authorizing, checking and recording overtime, conforming with them individually, issuance of linen and soaps to the crew and officers on the days designated with the help of the Steward Utility. He shall see to it that the SIU feeding system and list of instructions, as set forth by Union Headquarters and its representatives, shall be followed, and he will be held accountable for its application aboard ship.

When ordering replacements for entry ratings, the Steward shall specify a definite entry rating. The dispatcher should be instructed to call the job as specified for the particular entry rating involved.

The Chief Steward shall set up a schedule for members of the Department to keep the Steward Department quarters clean.

Upon two (2) hours notice, members of the Steward Department shall be required to assist the Steward in taking voyage stores. The Steward will designate the number of men necessary for storing.

He shall prepare all menus and control all keys. He shall see that all quarters under his jurisdiction are cleaned properly, that meals are served on time, authorize the cleaning of all refrigerated storage boxes. He may assist when there is a shortage of help in his Department; he may also do any work he may deem necessary for the efficient operation of his Department.

Duties of the Chief Cook:

Eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m.

The Chief Cook is in charge of the galley. He shall do the butchering; cook roasts, soups, gravies and sauces; direct the preparation and serving of all food, including night lunches; assist the Chief Steward in preparation of the menus when required. He shall work under the supervision of the Chief Steward and shall receive stores when necessary and assist in the proper storage of same. As directed by the Steward, he shall assist in taking inventory of galley stores and galley equipment; also report to the Steward any repairs and replacing of all equipment. He shall render all fats; he shall be responsible for the general cleanliness of the galley and its equipment. He shall keep the meat box in an orderly condition.

Duties of the Cook and Baker:

Eight (8) hours in all ports and at sea, as the Steward may direct, between the hours of 6 a.m. to 6 p.m.

He shall work under the direction of the Chief Cook; he shall do the necessary cooking, baking breads, pies, cakes, puddings, pastries, hot cakes and all flour work, cook cereals, stewed fruits, assist with cooking and serving meals, and when required, he shall at 6 a.m. start the preparation of all meats left out by the Chief Cook except when the Cook and Baker is on day work. He shall be responsible for cooking and serving breakfast. He shall slice, prepare and serve all breakfast meats and assist in the preparation and serving of all meals while on day work. He shall assist in the general cleaning and upkeep of the galley and equipment.

Duties of the Second Cook:

7 a.m. to 1 p.m. - 4 p.m. to 6 p.m.

The Second Cook shall work under the direction of the Chief Cook and the Cook and Baker. He shall cook all vegetables and assist in preparing for the cooking and serving of all meals, prepare all cooked salads, and shall assist the Night Cook and Baker with breakfast to order. He shall prepare all night lunches. He shall assist in the general cleaning and upkeep of the galley and equipment, sort and cull perishable fruits and vegetables, with the Galleyman, as required.

Duties of the Third Cook:

7 a.m. to 1 p.m. - 4 p.m. to 6 p.m.

The Third Cook shall work under the direction of the Chief Cook and other Cooks. He shall prepare and cook all vegetables, keep a sufficient amount of onions, carrots, etc. available for use, sort and cull perishable vegetables and fruits, with the Galleyman, as required. Keep refrigerated space neat and orderly, and clear out paper wrappings, crates, etc. Draw necessary linen for galley in exchange for soiled linens, assist in the general cleaning of galley and equipment, return unused and leftover food to the refrigerator when necessary. When no Galley Utility is carried, he shall perform the work of the Galley Utility, and his working hours shall be 6:30 a.m. to 9 a.m., 10 a.m. to 1 p.m., 4 p.m. to 6:30 p.m.

Duties of the Galley Utility:

6:30 a.m. to 10 a.m. - 11 a.m. to 1 p.m. - 4 p.m. to 6:30 p.m.

The Galley Utility shall work under the direction of all Cooks; he shall clean the galley and all utensils, peel potatoes and vegetables, cull perishable vegetables and fruits with the Third Cook or Second Cook, and keep refrigerated spaces neat and orderly, clearing out paper wrappings, crates, so forth; empty and scrub garbage pails. After each meal, scrub galley deck. He shall assist Chief Cook in drawing daily meats from meat box, when required. Each morning after breakfast draw stores as directed, including linen. Clean between deck passageways, outside refrigerator boxes, and stairways leading to the main deck. Light fires when prescribed.

Duties of the Passenger Utility:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1 p.m. - 4 p.m. to 6:30 p.m.

When passengers are aboard, the Passenger Utility shall make and clean the passenger rooms each morning. He shall be responsible mostly for the caring of and services to passengers, as the Chief Steward may direct, clean passenger lounges and smoking room. He may be required to assist Steward in receiving and disembarking passengers. When six (6) or less passengers are carried, he is to serve them breakfast. He is to serve lunch and dinner at all times, and when over six (6) passengers are carried, he will work in conjunction with the Saloon and Pantry Messmen, as the Steward may direct.

Duties of the Saloon Messman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1 p.m. - 4 p.m. to 6:30 p.m.

The Saloon messman shall be responsible for the serving of the three (3) meals daily to the Captain and Officers; he shall also assist in serving all meals to passengers. However, the Saloon Messman and Saloon Utility are solely responsible for preparing and serving breakfast when more than six (6) passengers are carried. He shall be responsible for the cleanliness of the saloon, condiments, etc., polish silver and clean port boxes and glasses, mop the saloon each morning after breakfast and sweep after each meal, and clean fans in saloon. Draw all linen to be used in the saloon and be responsible for the setting of all tables for service. Spot sougee when necessary.

Duties of the Saloon Pantryman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1 p.m. - 4 p.m. to 6:30 p.m.

The Saloon Pantryman shall be responsible for the pantry and the refrigerator and fruits and all needed stores for the officers and passenger service. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. Keep pantry and utensils, bootlegs, steamtables, crockery and pans used by him, cleaned after each meal. Dish out food at service. Make coffee at each meal and morning (coffee time) before retiring. Empty and scrub garbage pail after each meal, work jointly with Saloon Messman and Passenger's Utility in preparation and serving at all times. He may be required to assist in serving breakfast with Saloon Messman when more than six (6) passengers are carried. Spot sougee when necessary.

Duties of the Crew Messman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1 p.m. - 4 p.m. to 6:30 p.m.

The Crew Messman is in charge of the crew messroom; responsible for silverware and glasses, condiments, and serving three (3) meals a day. Provide milk, box cereals, butter, bread, cold drinks and needed supplies; scrub the deck each morning before retiring. Clean messroom refrigerator, tables and chairs and spot sougee when needed. Assist the Pantryman with salads. Place night lunches in proper places. Leave out a few cups and spoons after each meal. He shall check that there are necessary stores left out for night, such as coffee, sugar, milk, etc. Also clean fans in messroom.

Duties of the Crew Pantryman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1 p.m. - 4 p.m. to 6:30 p.m.

The Crew Pantryman shall be responsible for the cleanliness of the crew pantry crockery, coffee urn, percolators, all pots and pans used by him, and refrigerators; scrub deck each day and sweep after each meal. Make coffee for each meal and coffee for the crew for morning (coffee time) before retiring. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. He shall assist Messman in serving when required during rush period. Draw needed supplies for the crew messroom and assist Crew Messman in making cold drinks. Spot sougee when necessary.

Duties of the Steward Utility:

7:00 a.m. to 1 p.m. - 4 p.m. to 6 p.m.

Routine duties of the Steward Utility shall, other than making and cleaning officers' quarters, include work in storerooms, linen lockers, ship's office, officers' passageways and stairways, clean Steward Department showers and toilet, count and bag linen, issuance of linen and soaps when necessary; do the general cleaning as the Steward may designate. Clean the recreation room alternately with the Wiper and Ordinary Seaman. The laundry is cleaned by each Department alternately.

NOTE: Members of the Steward Department who are required to obtain stores from refrigerated spaces shall assist in keeping refrigerated spaces clean by removing paper, wrappings, crates, etc.

On certain types of vessels the Messman and Utilityman may be required to clean certain ladders and passageways as part of their routine duties.

STEWARD DEPARTMENT GUIDE

In order to improve the preparation and serving of food and eliminate waste on all SIU-contracted vessels, the following guide shall be put into effect:

(1) Menus are to be prepared daily, on main entrees at least twenty-four (24) hours in advance. Standardization must be avoided.

(2) The Chief Steward is to issue all daily stores when practicable and must control all keys. Storerooms and ice boxes are to be kept locked at all times.

(3) Maximum sanitary and orderly conditions must be observed in all Steward Department facilities such as galley, messrooms, storerooms, etc. No smoking in the galley at any time. No smoking by any Steward Personnel while serving or preparing food.

(4) White jackets must be worn by Messman at all times while serving. T-shirts may be worn while preparing for meals. Galley gang to wear white caps, cooks jackets, white or T-shirts during hot weather. Caps to be paper or cloth. Cooks jackets to be 3/4 length sleeves. However, white or T-shirts may be worn by Messman during hot weather.

(5) Only qualified food handlers are to handle food, and all personnel outside of the Steward Department are to be kept out of the galley at all times.

(6) All entrees such as meat, fowl, and fish, including ham and bacon for breakfast, must be served from the galley and, when practical, vegetables should also be served from the galley.

(7) All steaks and chops are to be grilled to individual order. However, chops may be grilled thirty (30) minutes prior to serving, when necessary. Meats and roasts must be carved to order.

(8) No plates should be overloaded, and only nonwatery vegetables will be served on the same plate with the meat or other entree. Other vegetables to be served on side dishes.

(9) At least two (2) men of the galley gang must be in the galley during meal times. The Steward is to supervise the serving of all meals. Either the Steward or the Chief Cook must supervise the meals when in port. Steward to be aboard and responsible to check voyage stores when they are received.

(10) Salads, bread, butter and milk are to be placed on the table not more than five (5) minutes before the serving and only on tables where needed.

(11) All coffee served for meals and coffee time is to be made in electric percolators when practicable.

(12) No food, including vegetables, is to be thrown away after meals without the consent of the Steward or the Chief Cook. Use leftovers as soon as possible, not to exceed forty-eight (48) hours.

(13) Such items as sardines, boiled eggs, sliced leftover roasts (such as pork, beef, ham, etc.), potato salad, baked beans, besides the ordinary run of cold cuts and cheese are to be served for night lunch. The night lunches are to be cut and placed by the 2nd Cook or 3rd Cook before retiring.

(14) Hot bread or rolls to be baked daily when practicable. Cakes or pastry to be served at coffee time as much as possible.

(15) Stewards must keep a record of all menus for reference.

(16) Ground coffee for the Engine Department to be drawn from the Steward within the Steward's working hours and not from the pantry.

(17) Typewritten copy of the daily menu to be furnished the galley force.

ARTICLE IX

SHIPPING RULES

JUNE 16, 2001

Preamble

Every seaman seeking employment through the hiring halls of the Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters District/NMU (hereinafter called the "Union") shall be shipped pursuant to the following Shipping Rules. Nothing contained in these Shipping Rules is in any way intended to create any indemnity obligation on the part of either the Union or the Seafarers Health and Benefits Plan.

Due to new construction, vessel acquisitions, technological change and/or government regulations, these Rules may be suspended or modified for a period of six months to insure that the Unlicensed Personnel possess the experience and necessary skills to provide a high degree of safety and productivity during the course of their employment. This six month period shall be designated as Organizational Status.

It is agreed that for purposes of construction of these Shipping Rules, wherever the masculine gender is used, it shall include the feminine gender.

1. <u>Seniority</u>

A. Subject to the conditions and restrictions on employment contained in agreements between the Union and contracted Employers and to the Rules set forth herein, seamen shall be shipped out on jobs referred through the Union's hiring halls according to their class of seniority rating.

B. The following shall be the classes of seniority rating:

(1.) Class "A" seniority rating, the highest rating shall be possessed by:

(a) All unlicensed seamen who possessed such rating on June 16, 2001, pursuant to the Shipping Rules then in effect;

(b) All unlicensed seamen who possess Class "B" seniority rating pursuant to these Rules and who have shipped regularly as defined herein for eight (8) consecutive years, provided such seamen have maintained their Class "B" seniority rating without break, and provided further that they either have completed satisfactorily the advanced course of training then offered by the Seafarers Harry Lundeberg School of Seamanship for the Department in which such seamen regularly ship or possess a rating other than Entry Department ratings specified in Rule 3.A.; and

(c) All unlicensed seamen who have been upgraded to Class "A" seniority rating by the Seafarers Appeals Board pursuant to the authority set forth herein.

(d) Any seaman who possessed Class "A" seniority prior to June 16, 2001, and who because of the Rules

in effect at that time lost their seniority for failure to ship regularly, may obtain Class "A" seniority provided they ship regularly as defined herein in each of two (2) consecutive calendar years and submit such evidence of shipping regularly to the Seafarers Appeals Board.

(e) Any Class "B" seniority seamen with a rating above the entry level and a U.S. Coast Guard lifeboatman endorsement, who has sailed two hundred and forty (240) days within a consecutive forty-eight (48) month period on the LMSR or Bob Hope Class Ships.

(2.) Class "B" seniority rating, the second highest seniority rating, shall be possessed by:

(a) All unlicensed seamen who possessed such rating on June 16, 2001, including the supervisory personnel employed in the hotel section of the passenger vessels, pursuant to the Shipping Rules then in effect;

(b) All unlicensed seamen who possess Class "C" seniority rating, including supervisory personnel employed in the hotel section of the passenger vessels, pursuant to these Rules and who have shipped regularly as defined herein for two (2) consecutive years;

(c) Seamen who satisfactorily completed the entry rating trainee program at the Seafarers Harry Lundeberg School of Seamanship between January 1, 1981 and June 16, 1996, and who lost their Class "B" status by failing to meet the eligibility requirements contained in these Rules due to absence of employment opportunities in the industry, shall be reinstated with Class "B" seniority upon attaining three hundred sixty-five (365) days of employment within twenty-four (24) consecutive months from the original date of hire aboard vessels owned or chartered by the U.S. Military and operated by contracted civilian employers pursuant to being successful bidders in accordance with Requests for Proposals (RFP's), and limited solely to the extent that such vessels are so designated for such purposes solely by the SAB by action in writing from time to time and to those passenger vessels applicable solely to the hotel section of the Steward Department and again so designated for such purposes solely by SAB action in writing from time to time.

(d) All unlicensed seamen who satisfactorily complete the entry rating training program conducted at the Seafarers Harry Lundeberg School of Seamanship.

(e) Seaman possessing class "CV" seniority upon attaining one hundred and eighty (180) days of employment aboard contracted vessels within twenty-four (24) months.

(f) Seaman possessing class "CMSC" seniority upon attaining one hundred and eighty (180) days of employment aboard contracted vessels within twenty-four (24) months.

(3.) Class "C" seniority rating, the lowest seniority rating, shall be possessed by:

(a) All unlicensed seamen who do not possess either Class "A" or Class "B" seniority ratings;

(b) All seamen who retired from the industry who subsequently decide to return to the industry shall possess Class "C" seniority notwithstanding the level of seniority possessed by such seamen prior to retirement. This provision shall be automatically applied unless waived by the Seafarers Appeals Board when industry conditions so dictate;

(c) Any seaman who possessed Class "B" seniority but failed to ship regularly within the meaning of these Rules.

C. A seaman shall be deemed to have shipped regularly within the meaning of these Rules if he has been employed as an unlicensed seaman no less than ninety (90) days during each calendar year aboard one or more American-flag merchant vessels covered by a Collective Bargaining Agreement between the Union and the owner or operator of such vessels.

D. Employment by, or at the request of, or election to any office or job in the Union shall be the equivalent of covered employment described in the preceding paragraph; and seniority credit under these Rules shall accrue during the period that such employment, office or job is retained.

E. Seniority credit shall be accrued on the basis of total covered employment, without regard to whether such employment was served in the Deck, Engine or Steward Department.

If during the period of employment aboard a contracted vessel, a seaman acquires sufficient seatime to qualify for a higher seniority classification, such as Class "C" to Class "B" or Class "B" to Class "A," he shall be entitled to the appli-

cable employment provisions specified in Rule 2.G.

F. The ninety (90) day period of employment required of a seaman during any year constitutes shipping regularly within the meaning of these Rules, and it shall be reduced proportionately in accord with the amount of time spent by such seaman during that year as a bonafide in- or out-patient in the continuing care of an accredited hospital or doctor.(For example, four (4) months in- or out-patient time during a given calendar year reduces the ninety (90) days employment requirement for that year by one-third to sixty (60) days).

G. In the event a seaman possessing less than Class "A" seniority rating fails to ship regularly within the meaning of these Rules during a particular calendar year, he shall lose all accumulated employment credit for that and all preceding years in his then current seniority rating.

H. In the event a seaman's covered employment has been interrupted by circumstances beyond his control, resulting in his failure to ship regularly within the meaning of these Rules, the Seafarers Appeals Board may, upon application of the affected seaman, grant such total or partial seniority credit for the time lost as the Board may deem necessary in its sole discretion to avoid undue hardship.

I. In the event a seaman's covered employment is interrupted by service in the Armed Forces of the United States, resulting in his failure to ship regularly within the meaning of these Rules, such seaman shall suffer no loss of seniority credit accrued prior to his entry in military service if he registers to ship pursuant to these Rules within one hundred twenty (120) days following his separation from military service.

2. **Shipping Procedure**

A. Subject to the specific provisions of these Rules, unemployed seamen shall be shipped only if registered as provided herein and in the order of the priorities established in Rule 2.C.(3.) hereof.

B. The following Rules shall govern the registration of unemployed seamen for shipping through Union hiring halls:

(1.) (a) Unemployed seamen shall register only at the port through which they desire to ship. No seaman shall be registered at more than one port at the same time, nor if they are employed aboard any vessel.

(b) No seaman shall be registered for employment who cannot reasonably read, speak, and understand English; such proficiency shall be determined and established by the passing of a required English language exam which shall be administered at the SIU hiring halls.

(2.) (a) All seamen possessing U.S. Coast Guard endorsements, verifying certified deck or engine ratings, shall be registered in Group I or Group II of their respective Departments. In the Steward Department, seamen shall be registered in Group I-S, I or II upon presentation of their seniority identification card and providing proof of qualification for such registration. All other seamen who possess Class "A" or Class "B" seniority ratings shall be registered as "Entry Ratings-Steward" or "Entry Ratings-Other" as defined in Rule 3.A., Departments and Groups, and may bid for jobs in the classification in which they are registered. All other seamen who possess Class "C" seniority ratings shall be registered as "Entry Ratings," as defined in Rule 3.A., Departments and Groups, and may register for only one Department, to wit, Deck (Ordinaries on Watch, OS Deck Maintenance); Engine (Wiper, General Utility Deck/Engine); and Steward (Utility Messmen, Waiters, Messmen, General Steward's Utility). Upon attaining endorsements from the U. S. Coast Guard of certified ratings, in the Group I or II category, in either Deck or Engine Department as defined in Rule 3., Departments and Groups, or having sailed in the Steward Department for a minimum of six (6) months, application may be made to the Seafarers Appeals Board for consideration of permanent registration in the Deck, Engine or Steward Departments.

(b) The Seafarers Appeals Board at its sole discretion may, upon review of the current Manpower needs, require that Q.M.E.D.'s only be registered in their current classification for a period of one (1) calendar year from the date they received said classification, at which time they must make application for and satisfactorily complete the course designated by the Seafarers Harry Lundeberg School of Seamanship to attain the next highest classification.

(3.) Shipping registration cards shall be non-transferable and shall be issued at Union hiring halls only upon application in person by seamen desiring same, except as provided in Rule 5.A.(2.)(a) and (b). However, resident seamen at the Seafarers International Union Alcoholic Rehabilitation Center, Piney Point, Maryland, who are not registered at a port prior to arrival at the Center may be registered at the port of their choice upon arrival at the Center. Shipping regis-

tration cards shall be time and date stamped when issued and shall show the registrant's class of seniority rating, Department and Group.

(4.) Shipping registration cards shall be issued during the regular business hours of the Union's hiring halls. Every seaman desiring to register must possess and submit all documents required by the United States Coast Guard including a valid STCW endorsement and by applicable law for employment as a merchant seaman aboard U.S.-flag vessels, and, in addition, a valid, current United States passport or evidence that a United States passport has been applied for within two (2) weeks of the date of registration and a Training Record Book (TRB). At the time of registration each seaman is responsible for producing sufficient evidence to establish his class of seniority rating. For this purpose an appropriate seniority identification card issued by the Union shall be deemed sufficient, although other official evidence of employment, such as legible U. S. Coast Guard discharges, may also be submitted.

Seamen seeking employment aboard LNG vessels, in addition to the documents heretofore specified, must also possess a certificate of satisfactory completion of the LNG program offered by the Seafarers Harry Lundeberg School of Seamanship for the department in which such seamen regularly ship.

Seamen permanently employed aboard LNG vessels must register for re-employment aboard LNG vessels within seventy-two (72) hours following completion of their designated tour of duty. Said seamen must confirm their acceptance to return to a designated LNG vessel within seventy-two (72) hours prior to the scheduled arrival of the vessel.

Seamen permanently employed aboard LNG vessels also must possess a certificate of completion from the LNG recertification course offered at the Seafarers Harry Lundeberg School of Seamanship. Such certificate must be obtained from the school within two (2) years of the effective date of the new agreement, or within two (2) years of a new employee receiving a permanent assignment in the LNG rotation. Failure, except for good cause, to obtain the certificate will result in forfeiture of the seaman's permanent assignment in the rotation.

(5.) (a) In ports where the Seafarers Health and Benefits Plan maintains a clinic, no seaman possessing a clinic card that has expired shall be permitted to register for employment. However, no seaman shall be shipped unless he submits a valid Seafarers Health and Benefits Plan clinic card when competing for employment at any job call.

(b) When an employee submits to a physical examination in order to obtain a clinic card, the employee shall disclose on the examination form and to the examining physician any: (1) known physical or psychological condition that bears upon his physical or mental fitness for employment as a mariner, and (2) all lost time injuries and illnesses, whether employment related or not within the preceding four years. Misleading or false statements on the examination form or a failure to disclose prior injuries or illnesses shall be considered willful misconduct and just cause for discharge and may result in loss of seniority.

(c) If any employee in possession of a clinic card shall become unfit-for-duty for seven days or more during the indicated valid period of the card, such card may be invalidated by the office of the Medical Director of the Seafarers Health and Benefits Plan and subject to surrender upon demand by an authorized representative of either the Seafarers International Union, AGLIWD/NMU or the Seafarers Health and Benefits Plan Plan.

(d) No seaman shall be shipped to a contracted vessel without having passed the required pre-hire drug test pursuant to U.S. Coast Guard regulation, except those seamen who are granted an exemption in accordance with the regulations in effect at that time.

(e) No seaman shall be shipped to a contracted tanker, tank vessel or barge, as specified in the U.S. Coast Guard regulations, without first providing a Seafarers Health and Benefits Plan Benzene Clearance on their clinic card and a current Seafarers Health and Benefits Plan Benzene Certificate.

(6.) To remain valid, seniority registration cards must be stamped once each month in the port of issuance. The dates and times for such stamping shall be determined by the Port Agent for each port, and each registrant shall be notified of the dates and times for stamping when he receives his shipping registration card. A seaman who fails to have his shipping registration card so stamped during any month shall forfeit the same and shall be required to re-register. In the event circumstances beyond his control prevent a seaman from having his shipping registration card so stamped, the Port Agent may stamp such card as if the seaman had been present on the required time and date upon submission by the seaman of adequate evidence of the circumstances preventing his personal appearance.

(7.) Subject to the provisions of these Rules, shipping registration cards shall be valid only for a period of

ninety (90) days from the date of issuance. If the ninetieth (90) day falls on a Sunday, a national or state holiday or on a day which the Union hiring hall in the port of registration is closed for any reason, shipping registration cards which would otherwise expire on such day shall be deemed valid until the next succeeding business day on which the said hiring hall is open. Shipping registration cards' periods of validity shall also be extended by the number of days during which shipping in the port of registration has been materially reduced by strikes affecting the maritime industry generally or by other similar circumstances.

The ratings specified in Rule 5.A.(14.)(a) who have requested reliefs on vessels which because of operational necessity exceed the ninety (90) day registration period, preventing the rating from rejoining his vessel at the expiration of the relief time requested, shall be nevertheless considered in compliance with the period of registration.

C. The following Rules shall govern shipping of registered seamen through Union hiring halls:

(1.) Seamen shall be shipped only through the hiring hall at the port where they have registered for shipping. No seaman shall he shipped on a job outside of the Department or Group in which he is registered except under emergency circumstances to prevent a vessel from sailing shorthanded, or as otherwise provided in these Rules.

(2.) (a) Jobs referred to the Union hiring hall shall be announced and offered to registered seamen at the times and according to the procedures set forth in Rule 4 hereof. At the time each job is so offered, registered seamen desiring such job shall submit their shipping registration cards, U.S. Coast Guard Merchant Mariner's documents, valid Seafarers Health and Benefit Plan clinic card, Training Record Book and any other documents required by law, regulations or the Shipping Rules herein, to the hiring hall dispatcher. Registration cards of seamen at the Seafarers International Union Alcoholic Rehabilitation Center, who have been registered in accordance with Rule 2.B.(3.), as amended, and are certified as ready for employment, shall be considered along with the registration cards of seamen who are present in the hiring hall at the time the job is called. The job so offered shall be awarded to the seamen in the appropriate Department and Group possessing the highest priority, as determined pursuant to Rule 2.C.(3.) hereof.

(b) Seamen competing for jobs requiring a valid passport must submit their passport at the job call for verification.

(3.) Within each Department, seamen of higher seniority rating shall have priority for jobs over seamen of lower seniority rating, even if such higher seniority seamen are registered in a different Group from that in which the offered job is classified. As between seamen of equal seniority ratings within the same Department, priority shall be given to the seaman registered for the Group in which the offered job is classified. In the event seamen of equal priority under this paragraph bid for the same job, the job shall be awarded to the seaman possessing the earliest dated shipping registration card.

For the purpose of this section, the departments shall only be: Deck, Engine and Steward.

Nothing contained in these Rules shall proscribe or prohibit as part of the Seafarers Harry Lundeberg School of Seamanship program the employment of the program's trainees aboard the designated vessels in the manner provided by the program, and such employment shall not be or constitute in any respect a violation or abridgment of the provisions of these Shipping Rules.

(4.) Notwithstanding any other provisions of these Rules, no job shall be awarded to a seaman who is under the influence of alcohol or drugs at the time such job is offered; nor shall any seaman be awarded any job unless he is qualified therefore in accord with law or unless he submits, if necessary, appropriate documents establishing such qualifications.

(5.) The seaman awarded a job under Rule 2.C.(2.) hereof shall immediately surrender his shipping registration card and shall receive two (2) job assignment cards containing his name and the details of the job. When reporting aboard his vessel, the seaman shall present one (1) job assignment card to the head of his department and the other to the Union department delegate.

D. A seaman who quits or is fired from a job during the same day on which he reports for such job shall retain his original shipping registration card provided he has received no compensation for such day's employment and promptly notifies the hiring hall dispatcher in sufficient time to fill the job and prevent the ship from sailing short handed.

E. A seaman who receives job assignments pursuant to Rule 2.C.(5.) hereof and subsequently rejects or quits the same on two (2) occasions within the period of his shipping registration card's validity shall forfeit his shipping

registration card and shall secure a new shipping registration card.

F. All seamen registered for shipping, other than those possessing Class "A" seniority rating, who are unavailable to accept or fail or refuse to accept three (3) jobs for which they are qualified during any one (1) period of registration, may forthwith be refused the right to register for employment under these Rules for a period of twelve (12) months. Upon application as provided in these Rules, the Seafarers Appeals Board may shorten or revoke such refusal of registration for good cause shown.

G. (1.)(a) Except where specifically provided for in these Rules, seamen with Class "A" seniority rating, shipped pursuant to these Rules, may retain such jobs for one (1) round trip or two hundred forty (240) days, whichever is longer. At the termination of such round trip or on the first opportunity following the two hundred fortieth (240th) day on the job, such seamen shall sign off their vessels, and the vacant job shall be referred to the Union hiring hall.

(b) Such Class "A" seamen after having attained no less than two hundred forty (240) days of employment or one (1) round trip, whichever is longer excluding time off, shall be paid transportation, if applicable, subject to the provisions of Rule 2.I.

(2.) During the period of employment, qualified unlicensed personnel after having attained no less than one hundred twenty (120) days of employment, may request a relief of no less than thirty (30) days. This time off shall not exceed sixty (60) days. Transportation expenses, if any, will be borne by the seaman requesting the relief and transportation expenses for the relieving seaman shall be borne by the Company. Such Class "A" seamen shall be entitled to complete the balance of either two hundred forty (240) days employment or the designated trip tour excluding time off.

(3.) In the event the Union is unable to fill a request for a qualified certified rating, the Employer may agree to accept a seaman who does not possess the appropriate certified rating, if permissible by U.S. Coast Guard regulations on a temporary basis, regardless of his seniority classification for one (1) round trip or sixty (60) days, whichever is longer. The appropriate notification shall be specified on the seaman's dispatch card.

Such reliefs can only be requested by seamen aboard vessels located in Continental U.S. ports, Puerto Rico and Hawaii.

(4.) (a) If a vessel lays up during the period that a relief is provided, the seaman providing the relief shall have the option of completing the relief period when the vessel is reactivated. If the remaining relief time is not accepted by a relief, the seaman who was being relieved must rejoin the vessel.

(b) If a vessel is reactivated within thirty (30) days from the date of lay-up, any seaman having the right to rejoin the vessel as prescribed in Rule 5.A.(2.) shall be allowed to complete the remaining portion of his specified period of employment according to his seniority classification.

(5.) Trip reliefs shall be provided only when a replacement is available. Seamen who leave a vessel without proper relief waive their right to rejoin the vessel pursuant to the trip off provisions.

(6.) Every effort will be made by the seamen rejoining the vessel to do so at the same port where the relief was provided.

(7.) Seamen being relieved shall register at a port in the Continental United States or Puerto Rico within forty-eight (48) hours after being relieved, excluding Saturdays, Sundays and Holidays.

(8.) Seamen who register after being relieved cannot compete for other jobs referred to the hiring hall. If they compete for other jobs, they waive any right to rejoin the vessel on which they were relieved unless doing so at the behest of the Union. Failure to return to the vessel from which they were relieved will result in the forfeiture of said registration card except in those cases beyond the seamen's control such as sale, lay-up or scrap of the vessel.

(9.) Seamen shipped for relief trips shall be designated as "Temporary Relief" by the Dispatcher.

(10.) Seamen requesting reliefs must advise the Ship's Master, Ship's Chairman, and departmental delegates of such intent seventy-two (72) hours prior to the vessel's arrival in port.

(11.) (a) The Union and the contracted Employers shall coordinate the dispatching of trip reliefs to avoid dupli-

cation of pay. If not possible, the following procedure shall be implemented.

(b) In American domestic ports, a seaman's pay shall start as of the day in which he reports for work aboard the vessel, unless the seaman he is replacing is being paid for the same day. In such event both shall be paid for the day but contributions for fringes shall be paid to only the departing man.

(c) Seamen accepting trip reliefs shall assume the watch and quarters of the seaman being relieved. At the conclusion of the relief trip, the seaman who was relieved shall return to his original watch and quarters.

(12.) (a) It is the responsibility of the seaman having the right to relief to return to the vessel at the completion of the relief by claiming his position from the hiring hall shipping board no later than the day prior to the vessel's arrival. On vessels arriving on a weekend, the re-ship assignment card must be picked up no later than Friday. If Friday is a recognized holiday in port, the re-ship assignment card must be obtained on the preceding Thursday.

Seamen failing to comply with the re-registration and re-ship procedures shall forfeit their re-ship assignment and shall re-register pursuant to the provisions in Rule 2, Shipping Procedure.

(b) Unlicensed seamen having permanent status aboard military contracted vessels must confirm, not less than fifteen (15) days prior to their scheduled return to their assigned vessel, that they will return to the vessel as required by the Company. Seamen failing to confirm their re-ship assignment as specified herein shall forfeit their job aboard said vessel.

(13.) If a seaman fails to comply with the provisions of Rule 2.G.(12.) above, the job involved shall be shipped in accordance with the provisions of Rule 2, Shipping Procedure.

(14.) All Port Agents shall maintain a detailed record of all vessels and personnel involved in the aforementioned procedures.

(15.) Seamen accepting relief trips will not lose their registration cards if the ninety (90) day period of registration has not expired at the completion of the relief trip.

(16.) Shipping of reliefs shall be in accordance with the provisions of Rule 6.A.

(17.) (a) Except as specifically provided for herein or by SAB action, seamen with Class "B" seniority ratings, shipped pursuant to these Rules, may retain such jobs for one (1) round trip or one hundred eighty (180) days, whichever is longer. At the termination of such round trip or on the first opportunity following the one hundred eightieth (180th) day on the job, such seamen shall sign off their vessels and the vacant job shall be referred to the Union hiring hall.

(b) Ordinary Seamen employed aboard cable ships, who have satisfactorily completed the Seafarers Harry Lundeberg School of Seamanship entry training program, shall be permitted to remain aboard a cable ship for a total of two hundred forty (240) days with a sixty (60) day relief period after four (4) months of continuous employment in order to obtain the necessary seatime required by the U.S. Coast Guard to obtain Able Seaman certification.

(18.) Time off and reliefs for seamen employed aboard vessels awarded to the Employers, shall be in accordance with the contractual agreement in effect between the Military and the Employer.

H. Seamen with Class "C" seniority rating shipped pursuant to these Rules may retain such jobs for one (1) round trip or sixty (60) days, whichever is longer. At the termination of such round trip or on the first opportunity following the sixtieth (60) day on the job, such seamen shall sign off their vessels, and the vacant job shall be referred to the Union hiring hall.

I. The provisions of Rule 2.G.(1.), 2.G.(18.), 2.G.(19.), and 2.H, shall not apply if they would cause a vessel to sail shorthanded. For purposes of these sections, the phrase "round trip" shall have its usual and customary meaning to seamen, whether such "round trip" be coastwise, intercoastal or foreign. A foreign voyage is concluded upon termination of the Ship's Articles. On coastwise voyages, if a vessel is scheduled to return to the original port of engagement, the seamen shall not be required to leave such vessel until the vessel reaches the said port. On intercoastal and foreign voyages, if a vessel pays off at a port in the Continental United States, other than in the original port of engagement, and if such vessel is scheduled to depart from port of payoff within ten (10) days after arrival to return to the original port of engagement, seamen shall not be required to leave the vessel until it arrives in the original port of engagement. If the ves-

sel is not scheduled to depart for the original port of engagement within ten (10) days after arrival to return to the original port of engagement, Class "A" men, except as otherwise provided herein, who have reached their two hundred fortieth (240th) day and Class "B" men who have reached their one hundred eightieth (180th) day shall receive contractual transportation.

Class "A" crew members who attain their respective two hundred forty (240) days of employment and Class "B" crew members who attain one hundred eighty (180) days of employment during the course of a routine USA-foreign voyage, shall remain aboard the vessel until the conclusion of the voyage at a Continental United States port.

Crew members aboard vessels on "shuttle voyages", not scheduled to return to a Continental United States port, shall have the option of requesting a replacement if they have attained six (6) months employment aboard the vessel and the vessel is at a port where transportation is available and there are no government restrictions prohibiting the boarding or discharging of crew personnel. If the vessel is scheduled to depart for the Continental United States within ten (10) days after arrival at the next port of call, this provision will not apply.

Upon completion of the employment periods prescribed herein, the seamen may register and ship in accordance with their appropriate seniority.

J. Except as specifically provided for in a Collective Bargaining Agreement, or in the Shipping Rules herein, no seaman shipped under these Rules shall accept a promotion or transfer aboard ship unless there is no time or opportunity to dispatch a seaman to fill such vacant job from a Union hiring hall.

K. It is agreed that on American Ship Management, LLC (ASM) vessels:

(1.) (a) Seamen of any job classification shipped to an ASM vessel in shuttle service will be dispatched for a period of one hundred eighty (180) days.

(b) If a shuttle service vessel is subsequently transferred into line haul status, Rules 2.G.(1.), and 2.G.(2.), and 2.G.(3.) as amended by SAB Action No. 383, effective on or after February 12, 1996, shall apply, permitting the Class "A" seamen to remain aboard for two hundred forty (240) days.

(c) Conversely, if a line haul vessel is subsequently shifted into a shuttle service status, the Rules in effect prior to February 12, 1996, shall apply. Therefore, a Class "A" seaman will be repatriated upon completion of one hundred eighty (180) days service at the next call at the normal replacement/repatriation port for such shuttle service.

(2.) Current practices will prevail with respect to Recertified Stewards and Recertified Steward/Bakers.

3. **Departments and Groups**

A. Jobs aboard vessels covered by these Rules are classified according to the following schedule of Departments and Groups.

DECK DEPARTMENT

GROUP I-DAY WORKERS

Boatswain
Boatswain's Mate
Carpenter
Carpenter Maintenance
Carpenter Joiner
AB/Splicer Joiner
Deck Maintenance
Watchmen-Day Work
Storekeeper

GROUP II-RATING WATCHSTANDERS

Quartermaster
Able Seamen (Green)
Able Seamen (Blue)
Cable AB
Fire Patrolman
Car Deckman
Watchman-Standing Watches

ENGINE DEPARTMENT

GROUP I

Chief Electrician
1st, 2nd, 3rd Ref. Engr.
2nd Electrician
Unlicensed Jr. Engr.-Day Work
Unlicensed Jr. Engr.-Watch
Plumber-Machinist
Electrician/Ref. Maintenance
Crane Maintenance Electrician
Chief Storekeeper
Evap. Maintenance Man
Engine Maintenance
Ship's Welder/Maintenance
QMED Class 1-2-3-4
Engine Utility Reefer Maintenance
QMED/Pumpman
Chief Pumpman
2nd Pumpman Engine Maintenance
QMED/Electrician
Chief Ref. Engineer
Marine Electronic Technician

GROUP II

Deck Engineer
Engine Utility
Oiler-Diesel
Oiler-Steam
Engine Utility/FOWT
Watertender
Fireman/Watertender
Fireman
Oiler Maintenance/Utility
Deck Engineer Utility

STEWARD DEPARTMENT

GROUP I (S) RATED MEN

Chief Steward-Passenger
Chief Steward/Auditor
Cruise Director
Steward
Purser-Assistant Hotel Mgr.
Purser/Storekeeper
Medical Department Rep. (MDR)
Second Steward-Passenger
Steward/Cook
Steward/Baker
Second Steward
Nurse
Storekeeper

GROUP I-RATED MEN

Chef
Cook and Baker
Chief Cook
Chief Pantryman
Second Purser
Sous Chef/Sauce
Baker Confectioner
Pantry Larder Cook
Musicians
Nurses
Assistant Cruise Director
Chief Cabin Steward
Assistant Butcher
Assistant Pantry
Night Pantry
Second Steward/Storekeeper
Second Cook and Baker
Butcher
Chief Baker
Third Steward
Third Purser
Second Baker
Chief Storekeeper
Printer
Head Bartender
Clerical Staff
Assistant Baker
Assistant Storekeeper
Chief Laundryman
Stage Manager
Hostess/Child Recreation

GROUP II

Second Cook
Third Cook
Assistant Cook/Utility
Head Waiter/Wine Steward
Assistant Head Waiter

ENTRY DEPARTMENT-STEWARD

Utility Messman
Waiters
Galley Utility
Beautician/Barber
Bartender/Club Steward
Bartender
Bedroom Steward
Passenger B.R.
Steward Assistant
Laundryman
Messman
General Steward Utility
Deck Steward
Deck/Smoking Room Steward
Porter Utility
Stewardess
Night Steward/Porter
Janitor Utility

ENTRY DEPARTMENT-OTHERS

Ordinary Seaman on Watch
Wiper
O.S. Watchman
Ordinary Seaman Deck Maintenance
General Utility Deck/Engine

B. A seaman may not change the Department in which he ships without loss of accrued seniority unless he receives permission from the Seafarers Appeals Board. The Seafarers Appeals Board shall grant such permission only upon proof establishing in the sole judgment of the Board that medical reasons warrant the change.

4. Business Hours and Job Calls

A. Except as otherwise provided herein, all Union hiring halls shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m. On Saturdays the Union hiring halls shall be open from 9:00 a.m. until noon. The hiring halls shall be closed on July 4, Christmas Day, New Years Day, Labor Day, and such other Holidays as are determined by the Port Agents. Notice of such additional closings shall be posted on the hiring halls' bulletin boards on the day preceding the Holiday.

B. All jobs shall initially be referred to the Manpower Pool Coordinator in Piney Point, Maryland. The Manpower Pool Coordinator shall then refer the jobs to the port nearest to the vessel's location. When time permits, especially for fly-out jobs, the Company will be given a one day advanced notification of the name, social security number and other pertinent data of the seamen shipped to fill such vacancies.

All jobs referred to the Union hiring halls shall be posted on the shipping board before being announced. Jobs shall be announced at 9:00 a.m., 10:00 a.m., 11:00 a.m., 1:00 p.m., 2:00 p.m. 3:00 p.m. and 4:00 p.m., Monday through Friday. On Saturdays there shall be a job call at 9:00 a.m., 10:00 a.m. and 11:00 a.m. During non-business hours, or in the event of exceptional circumstances, a job may be posted and announced at any time after it is received. Notwithstanding the foregoing, the Port Agent may establish for the Union hiring hall such other regular schedule of daily job calls as may be warranted by the level of shipping or other circumstances affecting such hiring hall. Such other schedule as may be established, however, shall be in writing and posted on the hiring hall bulletin board.

C. Seamen holding Class "C" seniority rating shall not bid for a job offered pursuant to these Rules until the same has appeared on eight (8) job calls without being taken. If the eighth (8th) job call does not produce a qualified seaman possessing either Class "A" or Class "B" seniority rating, the said job shall be awarded to the seaman possessing Class "C" seniority rating entitled to the same under these Rules. This Rule shall not apply if it would cause a vessel to sail short-handed or late.

D. (1.) (a) Subject to the arrival and departure of a vessel, except as provided for herein, if a port cannot fill a job with a Class "A" or Class "B" registrant, the job shall be referred back to the Manpower Pool Coordinator, who will then refer the job to other nearby ports. If the job cannot be filled with a qualified Class "A" or Class "B" registrant in other nearby ports, the job shall be referred back to the original port to be shipped as per the applicable provisions of the Shipping Rules. If a seaman has to be shipped from another port, transportation shall be provided by the Company. Any seaman accepting a job under such circumstances who fails to join and sail with the vessel to which he was dispatched must reimburse the Company for any monies advanced as transportation. Such seaman shall thereafter be denied registration and referral to employment until such time as the seaman reimburses the Company for monies advanced, if any, as transportation.

(b) Subject to the arrival and departure of a vessel if a port is unable to fill the job of permanent Bosun, Chief Steward, Steward/Baker, Steward Cook, QMED Pumpman, Chief Pumpman, Engine Maintenance, QMED/Electrician Relief, QMED Electrician and/or Chief Electrician with a qualified or recertified seaman pursuant to the provisions of these Shipping Rules possessing Class "A" seniority at the first job call, the job shall be referred to Manpower. Manpower shall then refer the job to the ports in the same region where the job was originally posted to be filled by a qualified seaman possessing Class "A" seniority. If the job is not filled at one job call, the job will be referred back to the original port to be dispatched in accordance with the Rules. For the purpose specified herein the regions shall be designated as "Atlantic Coast, Gulf Coast, and West Coast" except, if a recertified individual is already on board, the Company may elect to fill the position with that recertified individual.

(2.) In the event that personnel are required by a cable ship to assist in the repair of a cable break, all jobs requested by the Employer shall be referred by Manpower to the port nearest to where the cable ship involved is located, for one job call only. All jobs not filled on the initial referral shall then be made available by Manpower to all ports simultaneously and offered to those seamen first responding, subject to standard shipping procedures involving qualifications, seniority, date of registration, etc. Transportation in such cases shall be provided by the Employer.

E. Notwithstanding any other provisions of Rule 4, if the first call of a vacant job classified Entry Department-Others, Entry Department-Steward, Third Cook or Assistant Cook/Utility does not produce a qualified seaman possessing Class "A" or Class "B" seniority, the job shall be referred back to the Manpower Pool Coordinator, Piney Point, Maryland, where the job shall then be offered to the hiring hall in Piney Point. If after the first call of such job it remains open, it shall be referred back to the Manpower Pool Coordinator to be referred to the port from which it was originally offered, to be offered or referred as the case may be in accordance with Rule 4.D. above.

5. Preferences and Priorities

A. Notwithstanding any other provisions to the contrary contained in these Rules, the following preferences shall apply:

(1.) (a) A seaman shipped pursuant to these Rules whose vessel lays up less than fifteen (15) days after his original employment date shall receive back the shipping registration card on which he was shipped, provided the said card has not expired in the interim period.

(b) Seamen accepting temporary employment on cable ships and vessels assigned to a contracted Employer by any Federal Agency for assistance to the military on a limited basis, and whose employment is terminated before attaining thirty (30) days of employment, shall receive back the registration card on which he was shipped, provided the period of registration has not expired.

(2.) (a) If a laid up ship requires a crew to report for duty aboard a vessel within thirty (30) days following lay-up, the crew members at the time of lay-up shall have priority for all such jobs, provided that such crew members are registered at a Union hiring hall not later than 5 p.m. on the third day following the date of lay-up. If the third day following lay-up is a Sunday or a recognized Holiday in such port, the period in which registration must be completed shall be extended through the next business day. If a laid up ship requires a crew to report within three (3) days or less following the date of lay-up, the crew members at the time of lay-up may register up to and including the date the ship is recrewing. It is the responsibility of the crew members wishing to reclaim their jobs to maintain contact with the Port Agent where registered since such jobs are available to crew members employed at the time of pay off for a limited period of time, but not to exceed twenty-four (24) hours, if available.

(b) Except as provided herein, Class "A" crew members, excluding the designated permanent rat-

ings or trip tour ratings who have been employed two hundred forty (240) days or one (1) round trip, whichever is longer, are not permitted the right to reclaim their jobs under such circumstances.

Class "B" crew members who have been employed one hundred eighty (180) days or one (1) round trip, whichever is longer, are not permitted the right to reclaim their jobs under such circumstances.

Class "C" crew members who have been employed sixty (60) days or one (1) round trip, whichever is longer, are not permitted the right to reclaim their jobs under such circumstances.

(c) The port where the vessel is laid up shall be the port of engagement for all crew members reclaiming their jobs regardless of the port where registered. The Company is under no obligation to pay transportation to those seamen reclaiming their jobs regardless of the port where registered.

As jobs are reclaimed, the Dispatcher shall provide Manpower and the Port Agent where the vessel is laid up with the following information by Facsimile Transmittal (FAX):

Name of Seaman, Rating
Social Security Number, Registration Card Number
Seniority Classification

(d) The period of priority under this Rule shall be extended by the number of days of lay-up resulting from strikes affecting the maritime industry generally or other similar circumstances.

(e) When vessels are laid up in European, Mediterranean and Middle East ports and are scheduled to continue operating in the same area when the vessel is reactivated, the jobs shall be referred to the port of New York. When vessels are laid up in Far East ports and are scheduled to continue operating in the same areas when the vessel is reactivated, the jobs shall be referred to the port of San Francisco. When vessels are laid up in Central and South American ports and are scheduled to continue operating in the same area when the vessel is reactivated, the jobs shall be referred to the port of New Orleans.

However, if at the time of recrewing, the vessel is scheduled to operate in an area other than heretofore specified, the jobs shall be appropriately referred to New York, New Orleans or San Francisco as determined by the area of scheduled operation.

The Manpower Pool Coordinator shall notify all ports that the vessel is recrewing and from which port.

Time allowed for former crew members to reclaim their jobs shall be subject to the vessel's departure, but shall not exceed twenty-four (24) hours.

On vessels laying up in foreign ports, crew members desiring to claim their jobs if the vessel recrews within thirty (30) days may register at their home port within three (3) days following the date of lay-up. However, if the vessel recrews within thirty (30) days, the port of engagement for crew members returning to the vessel, shall be the port to which the jobs are referred, regardless of the port at which seamen are registered.

Such registration shall remain valid for reshipment at the time the vessel recrews even if the vessel's scheduled area of operation is changed, requiring that the jobs be referred to a port other than the port designated at the time of lay-up.

On newly constructed vessels, the aforementioned geographical areas shall apply.

(f) Seamen reporting to the hiring hall, for purposes of registration as required in (a) and (b) above, shall be considered in compliance if their registration is reasonably delayed due to drug testing or medical procedures.

(3.) Seamen possessing a certificate of satisfactory completion of the Seafarers Harry Lundeberg School of Seamanship entry rating training program shall have priority for jobs over Class "C" personnel.

(4.) (a) Preference for key ratings shall be given to those seamen who possess certificates of recertification in their respective departments in the event such recertification programs are being offered at the Seafarers Harry Lundeberg School of Seamanship.

(b) Except as specifically provided for in these Rules within each class of seniority rating in the Deck Department, priority for the job of Boatswain shall be given to those seamen possessing a certificate of recertification as Boatswain from the Deck Department Recertification Program, in the event such program is being offered and the seaman is registered in Group I, Deck Department Day Workers.

If the Hiring Hall cannot provide a Recertified Boatswain to fill a vacancy and a Recertified Boatswain is employed aboard in the Deck Department in a rated capacity he may be promoted and Manpower shall fill the vacancy created by such promotion.

If two or more Recertified Boatswains are employed aboard the vessel, the most senior man may be promoted.

In the event there are no such Recertified Boatswains available, priority shall be given to those seamen who have either actual seatime as Able Seamen of at least thirty-six (36) months, or actual seatime in any capacity in the Deck Department of at least seventy-two (72) months, or actual seatime as Boatswain of at least twelve (12) months, in all cases aboard vessels covered by these Rules.

(c) Within each class of seniority rating in the Deck Department, priority for the job of Quartermaster shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the Seafarers Harry Lundeberg School of Seamanship for the rating of Quartermaster, in the event such training is being offered.

(5.) (a) Except as specifically provided for in these Rules within each class of seniority rating in the Engine Department, priority for the job of QMED Electrician and/or Chief Electrician shall be given to those seamen having at least twelve (12) months seatime in the capacity of QMED Electrician and/or Chief Electrician on vessels covered by these Rules.

If there are no qualified seamen available to meet these requirements, priority shall be given to qualified seamen possessing any combination of eighteen (18) months seatime in the capacity of Chief Electrician, QMED Electrician and/or Second Electrician on vessels covered by these Rules.

Upon submission of proof to the Seafarers Appeals Board verifying the seatime requirement specified herein, the seatime seniority identification document shall be stamped, "Certified to Sail as QMED Electrician or Chief Electrician".

(b) Except as specifically provided in these Rules within each class of seniority, priority for the job of QMED Pumpman and/or Chief Pumpman shall be given to those seamen having at least twelve (12 months) of seatime sailing in the capacity of QMED Pumpman and/or Chief Pumpman on vessels covered by these Rules. If there are no qualified seamen available to meet these requirements, then priority shall be given to those qualified seamen possessing any combination of eighteen (18) months seatime in the capacity of Chief Pumpman, QMED Pumpman and/or 2nd Pumpman on vessels covered by these Rules.

(c) Within each class of seniority rating in the Engine Department, priority for the job of QMED shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the Seafarers Harry Lundeberg School of Seamanship for the rating of QMED, in the event such training is being offered.

(d) Within each class of seniority rating in the Engine Department, priority for the job of QMED/Electrician Relief shall be given to those seaman possessing a certificate of satisfactory completion of the advanced course of training by the Seafarer's Harry Lundeberg School of Seamanship for the rating of QMED Class I, the Marine Electrical Maintenance, and Refrigerator Container advancement Maintenance Specialty Courses in the event such training is being offered.

In the event no seaman with these qualifications is available priority shall be given to any QMED possessing a certificate of satisfactory completion of the advanced course of training by the Seafarer's Harry Lundeberg School of Seamanship for the Marine Electrical Maintenance, and Refrigerator Container advancement Maintenance Specialty Courses in the event such training is being offered.

In the event no seaman with these qualifications is available the job will be filled pursuant to the proce-

dures provided by these Shipping Rules.

(e) Within each class of seniority rating in the Engine Department, priority for the job of QMED Any Rating, QMED Electrician, Chief Electrician, Second Electrician, Chief, 1st, 2nd, and 3rd Reefer Engineer, Engine Utility Reefer Maintenance, Electrician/Reefer Maintenance, and Unlicensed Jr. Engineer for a passenger or other vessel requiring a Universal Certificate will be given to those seamen possessing a valid Universal Type EPA Refrigeration Technician Certification card. Such card must be shown to the Union Port Agent or his designee at the time a seaman is clearing the hall to ship.

(f) Within each class of seniority, priority for the job of QMED Day Worker on diesel vessels shall be given to those seamen possessing a QMED Class I endorsement from the Seafarers Harry Lundeberg School of Seamanship. If there are no qualified seamen available to meet this requirement, the job will be filled pursuant to the procedures provided by these Shipping Rules.

(g) Within each class of seniority rating in the Engine Department, priority for the job of a QMED Electrician and/or Chief Electrician dispatched to a Waterman Lash vessel shall be given to those seamen having at least twelve (12) months seatime in the capacity of QMED Electrician and/or Chief Electrician on Waterman Lash vessels covered by these Rules.

(h) Within each class of seniority rating in the Engine Department, priority for the job of Engine Maintenance/Electrician Relief shall be given to those seaman possessing a certificate of satisfactory completion of the advanced course of training by the Seafarer's Harry Lundeberg School of Seamanship for the Marine Electrical Maintenance, and Refrigeration Container Advancement Maintenance Specialty Courses in the event such training is being offered.

In the event no seaman with these qualifications is available the job will be filled pursuant to the procedures provided by these Shipping Rules.

(6.) Except as specifically provide for in these Rules within each class of seniority rating in the Steward Department, priority for the jobs of Steward and Third Cook shall be given to the seamen who possess a certificate of recertification in their rating from the Steward Department Recertification Program in the event such program is being offered and that the Steward is registered in Group I-S Steward Department and the Third Cook is registered in Group II, Steward Department.

If the Hiring Hall cannot provide a Recertified Steward to fill a vacancy and a Recertified Steward is employed aboard in the Steward Department in a rated capacity he may be promoted and Manpower shall fill the vacancy created by such promotion.

If two or more Recertified Stewards are employed aboard the vessel, the most senior man may be promoted.

If there are no such Recertified Stewards available, priority for the job as Steward shall be given to those seamen who have actual seatime of at least thirty-six (36) months in the Steward Department in a rating above that of Third Cook, or who have actual seatime of at least twelve (12) months as Steward, in all cases aboard vessels covered by these Rules.

Chief Stewards, Steward/Bakers and/or Steward Cooks who were on the preferential list for employment in such capacity aboard vessels owned or operated by American Ship Management, LLC., and Matson Navigation Company as of June 16, 1984, shall remain on the preferential list unit until such time as they have satisfactorily completed the Steward Recertification Program. Failure to report when called and satisfactorily complete the Steward Recertification Program shall be cause to terminate the preferential status with American Ship Management, LLC., and Matson Navigation Company.

Within each class of seniority in the Steward Department, priority for the job of Chief Cook or Cook and Baker shall be given to those seamen who possess an advanced certificate of certification in such ratings from the Seafarers Harry Lundeberg School of Seamanship, in the event such program is being offered and that the seaman is registered in Group I, Steward Department.

If no one with an advanced certificate is available, then priority for the job of Chief Cook or Cook and Baker shall be given to those seamen who possess a certificate of certification in such ratings from the Seafarers Harry Lundeberg School of Seamanship, in the event such program is being offered and that the seaman is registered in Group I, Steward Department.

Seamen who have successfully completed the Recertification Program for Stewards shall be deemed in compliance with this provision, provided they are registered in Group I, Steward Department.

(7.) Within each class of seniority rating in every Department, priority for entry rating jobs shall be given to all seamen who possess Lifeboatman endorsement by the United States Coast Guard. The Seafarers Appeals Board may waive the preceding sentence when, in the sole judgment of the Board, undue hardship will result or extenuating circumstances warrant such waiver.

(8.) In the event an applicant for the Steward Department Recertification Program or the Deck Department Recertification Program for Boatswains is employed in any unlicensed job aboard a vessel covered by these Rules at the time he is called to attend such program, such applicant, after successful completion of the program, shall have the right to rejoin his vessel in the same job upon its first arrival in a port of payoff within the continental limits of the United States.

(9.) A seaman who registers to ship pursuant to these Rules within two (2) business days following his discharge as an in-patient from an accredited hospital, and who produces official written evidence of such confinement, shall be issued a shipping registration card dated either thirty (30) days earlier than the actual date of registration if such confinement lasted at least thirty (30) days, or if it lasted less than thirty (30) days, with the date such confinement commenced.

(10.) All seamen seeking employment aboard LNG vessels must possess a certificate verifying satisfactory completion of the LNG program conducted at the Seafarers Harry Lundeberg School of Seamanship for the department in which the seaman normally ships.

Prior experience aboard LNG vessels will be given consideration in determining the suitability for employment.

Seamen permanently employed aboard LNG vessels must possess a certificate of completion from the LNG Recertification course offered at the Seafarers Harry Lundeberg School of Seamanship. Such certificate must be obtained from the school within two (2) years of the effective date of the new agreement or within two (2) years if a new employee receives a permanent assignment in the LNG rotation. Failure, except for good cause, to obtain the certificate will result in forfeiture of the seaman's assignment in the rotation.

All seamen having permanent status aboard LNG carriers shall not compete for employment aboard any other contracted vessel during their relief period. Failure to comply with this provision will terminate permanent status.

(11.) All Seaman seeking employment aboard contracted tankers, tank vessels and/or barges, as specified within the meaning of the United States Coast Benzene Regulations, must posses a current Benzene clearance on their Seafarers Health and Benefits Plan clinic card and a valid Seafarers Health and Benefits Plan Benzene Certificate.

(12.) All seamen Employed aboard all vessels covered by these Rules must be certified to be in compliance with any regulation applicable to U.S. unlicensed seaman as a result of International treaties or U.S. Coast Guard regulations.

(13.) In order to verify compliance with Rule 5.A. (12) all seamen will be issued a Training Record Book (TRB). Each unlicensed seaman shall, upon reporting to the vessel, submit the TRB to the Master for the duration of the voyage at which time it will be returned to the seaman with any appropriate entries recorded.

(14.) ***Trip Reliefs, Permanent Ratings***

Anything contained in these Rules to the contrary notwithstanding, the following, shall be applicable:

(a) The following specified ratings enumerated in this subsection (a), possessing Class "A" seniority, upon completing a tour of duty aboard a specified vessel of no less, or as close to, seventy-five (75) days and no more, or as close to, one hundred twenty (120) days, shall be designated as having permanent status for such vessel and shall request a relief of no less, or as close to, thirty (30) and no more, or as close to, sixty (60) days depending on the vessels schedule of operations, upon the vessel's arrival at a port in the Continental United States or Puerto Rico or other mutually agreed to port. Subsequent tours aboard the vessel for permanent personnel shall be between seventy-five (75) and one hundred twenty (120) days duration as agreed by the seaman and the company at time of their sign-on for each tour. Transportation expenses for the seaman requesting a relief and the seaman providing a relief shall be borne by the Company.

All requests for reliefs shall be so designated when referred by the Company to the Manpower Pool Coordinator and shall be shipped pursuant to the Rules prescribed herein.

During the period of employment, Qualified Unlicensed Personnel may request an emergency relief for thirty (30) days as dictated by the vessel's operational necessities. The seaman's period of employment shall not be reduced by the number of days taken for emergency relief. Transportation expenses, if any, for the seaman providing the relief shall be borne by the Company. Trip reliefs shall be provided only if a relief is available. Seamen who leave a vessel without a proper relief shall forfeit their reclaim rights. All seamen returning to their ship after the emergency relief period must notify the hiring hall of their scheduled return. Seaman providing relief's shall be permitted to remain aboard the vessel when the seaman on time off extend their relief or do not reclaim their jobs.

Permanent ratings as specified below shall have the right to one emergency relief period in any twelve (12) month period. Seamen shipped as emergency relief shall be designated as "Emergency Reliefs."

Deck Department	**Engine Department**	**Steward Department**
Recertified Boatswain	Chief Pumpman	Recertified Steward
AB/Splicer Joiner	QMEDClass 1 Pumpman	Recertified Steward/ Baker
	Chief Electrician	Recertified Steward/ Cook
	QMED Class 1 Electrician	
	Crane Maintenance Electrician	
	Reefer Engineer	
	QMED/Plumber/Machinist	
	Marine Electronics Technician	
	nd Pumpman/Engine Mtce.	
	2nd Electrician	
	QMED/Electrician Relief	
	Engine Maintenance	

Chief Pumpmen, Chief Electricians, Crane Maintenance Electricians and Reefer Engineers, who do not possess a certificate from the Seafarers Harry Lundeberg School of Seamanship verifying that they have satisfactorily completed the specialty course for their specific rating, shall lose their permanent status if such specialty course is not satisfactorily completed by June 15, 1999; or such ratings may submit verification of employment in their specific capacity to the Director of Vocational Training at the Seafarers Harry Lundeberg School of Seamanship for evaluation. If in the opinion of the Director, prior experience indicates the specialty course is unnecessary, the requirement will be waived and an appropriate certificate issued.

Seamen, who by the aforementioned requirement are unable to return to their vessel at the completion of their allotted two (2) month time off period in order to satisfactorily complete the required upgrading program, shall be considered in compliance by returning to their vessel as soon as possible after having satisfactorily completed the required course. By mutual agreement, the Union and the Employer may modify the seaman's tour of duty when assigned to a training program that conflicts with the vessel's operational schedule.

(b) If a vessel lays up, the four (4) month employment period shall include employment time prior to the period of lay-up and after the vessel is reactivated.

(c) If a vessel lays up during the period that a relief is provided, the seaman providing the relief shall have the option of completing the relief period when the vessel is reactivated. If the remaining relief period is not accepted by a relief, the seaman who was being relieved must rejoin the vessel in order to maintain his permanent status.

(d) Trip reliefs shall be provided only when a replacement is available. Seamen who leave a vessel without proper relief waive their right to rejoin the vessel pursuant to the trip off provisions.

(e) Every effort will be made by the seaman rejoining the vessel to do so at the same port where the relief was provided.

(f) Permanent ratings being relieved must register at a port in the Continental United States or Puerto Rico, within forty-eight (48) hours after being relieved, excluding Saturdays, Sundays and Holidays. On vessels remaining outside the Continental United States in excess of six (6) months, as on shuttle vessels, relief shall be provided at a port mutually agreed to by the Union and the Employer. In such cases, the seaman being relieved shall register at his home port.

(g) Seamen who register after being relieved cannot compete for other jobs referred to the hiring hall. If they compete for other jobs, they waive any right to rejoin the vessel on which they were relieved, unless doing so at the behest of the Union. Failure to return to the vessel from which they were relieved will result in the forfeiture of said registration card except in those cases beyond the seaman's control such as sale, lay-up or scrap of the vessel.

(h) Seamen shipped for relief trips shall be designated as "Temporary Relief" by the Dispatcher. Seamen accepting trip reliefs will not lose their registration cards if the ninety (90) day period of registration has not expired at the completion of the relief trip.

(i) Except as specifically provided for in these Shipping Rules, relief trips shall not exceed the time period specifically provided for herein for the relieving seaman.

(j) Seamen requesting reliefs must advise the Ship's Master, Ship's Chairman, and departmental delegate of such intent seventy-two (72) hours prior to the vessel's arrival in port. On vessels scheduled to arrive on a weekend, such notice must be provided no later than Thursday noon preceding the vessel's arrival.

(k) The Union and the Contractual Employers shall coordinate the dispatching of trip reliefs to avoid duplication of pay. If not possible, the following procedure shall be implemented.

In American domestic ports, a seaman's pay shall start as of the day in which he reports for work aboard the vessel, unless the seaman he is replacing is being paid for the same day. In such event, both shall be paid for the day but contributions for fringe benefits shall be paid only to the departing man.

(l) It is the responsibility of the seaman being replaced to maintain contact with the Port Agent at the port registered relative to his return to the vessel. He must return to the vessel at the completion of his relief by reclaiming his job from the hall shipping board no later than the day prior to the vessel's arrival in port. If the relief period ends and the ship is at a port other than at the port where the seaman was relieved, he shall be cleared for reshipment at the port where registered. When such jobs are reclaimed, the Dispatcher shall provide the Port Agent where the vessel is located and the Manpower Office the following information:

Name, rating, social security number, registration card number and seniority classification of the permanent rating.

On vessels arriving on a weekend, jobs must be reclaimed by the permanent rating no later than the Friday preceding the vessel's arrival in port. If Friday is a recognized Holiday in the port where registered, the job must be reclaimed on the preceding Thursday. Seamen failing to comply with the reship procedures shall forfeit their right of reclaim and shall register pursuant to the provisions specified in Rule 2, Shipping Procedure.

(m) If a seaman fails to comply with the provisions of "(*l*)" above, the job involved shall be shipped in accordance with the provisions of Rule 2, Shipping Procedure.

(n) A permanent rating leaving a vessel for medical reasons shall be qualified under the Rules to rejoin the same vessel after he has acquired a "Fit for Duty Status," provided that he registers for employment within forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, after receiving his "Fit for Duty". Time off pursuant to this provision shall not be less than fifteen (15) days nor exceed one hundred twenty (120) days.

The sixty (60) day relief period provided for in Rule 2.G.(2.) and Rule 5.A.(14.)(a) may be extended for medical reasons according to the above.

(o) Transportation will be paid by the Company to the relief and the seaman being relieved.

(p) All Port Agents shall maintain a detailed record of all vessels and personnel involved in the aforementioned procedures.

(q) If a permanent rating leaves a vessel in accordance with the procedures prescribed above and the vessel lays up while he is being relieved and the period of lay-up exceeds the ninety (90) day registration period, he is still qualified to return to the job when the vessel is reactivated provided he did not compete for other employment during his registration period.

(r) Tanker Employment

(1) All seamen qualified pursuant to Rule 5.A (12)& (13), employed aboard Tanker Class Vessels above the entry level, excluding such ratings as specified in Rule 5.A.(14.), (a), and who possess Class "A" employment seniority shall be permitted to remain aboard a specific vessel for a period not to exceed forty-eight (48) months, subject to the vessel's operational necessity.

(2) During the specific period of employment their tours of duty shall be scheduled at approximately a two-to-one employment ratio with time on of no less, or as close to seventy-five (75) days and no more, or as close to one hundred twenty (120) days of employment between periods of time off of no less, or as close to thirty (30) days and no more, or as close to sixty (60) days of time off. Work schedules may be modified subject to the vessel's operational necessities, and as mutually agreed to between the Union and the Company. Transportation expenses for the seaman requesting a relief and the seaman providing a relief shall be borne by the Company.

(3) Scheduled time off may be extended by mutual agreement but in no case, except as provided within these Rules in Rule 5.A. (14)(a) and 5.A. (14)(n), shall this extension exceed thirty (30) days.

(4) Seamen possessing Class "B" employment seniority employed above the Entry Level aboard tanker class vessels in the domestic trades upon mutual consent may request a relief of forty-five (45) days upon completion of no less than ninety (90) days employment.

(5) Seamen possessing Class "B" employment seniority employed above the entry level aboard tanker class vessels in the foreign to foreign trade, may request to be repatriated with the payment of transportation upon completion of one hundred twenty (120) days of employment. It is understood that Exercise of this option terminates the employment provided by their initial assignment.

(6) The registration provisions applicable to the permanent ratings specified in Rule 5.A. (14.)(a) above shall also be applicable to seamen specified in this subsection (r).

(s) (1) On Tankers employing two (2) pumpmen, tours of duty shall be established to provide as equal employment time as possible for the pumpmen subject to the vessel's operational necessities.

(2) Seamen with Class "A" seniority rating shall be eligible to maintain permanent status as QMED or Chief Pumpman and Second Pumpman.

(3) Seamen with Class "B" seniority rating shall be eligible to maintain trip tour rotations as Second Pumpman Engine Maintenance.

(4) The 120 day requirement for establishing permanency or trip tour rotation shall be waived for those seamen employed as Pumpman.

(5) Seamen employed as Second Pumpman Engine Maintenance shall be eligible to relieve the QMED or Chief Pumpman for periods of vacation or emergency reliefs, and a replacement Second Pumpman Engine Maintenance shall be dispatched pursuant to the regular Shipping Rules contained herein.

(6) Seamen with Class "A" and "B" seniority dispatched as a relief Second Pumpman Engine Maintenance shall be eligible to maintain the tour of duty rotation.

(7) A seaman with Class "A" seniority employed as the permanent Second Pumpman Engine Maintenance shall have first preference in filling a permanent vacancy in the QMED or Chief Pumpman position for the vessel on which he has been employed.

(t) **Freightship Employment**

(1) All seamen above the entry level possessing Class "A" seniority, excluding those designated as permanent ratings in Rule 5.A. (14)(a), employed aboard dry cargo vessels shall be permitted to remain aboard a specific vessel for a period not to exceed twenty-two (22) months.

(2) During the specific period of employment their tours of duty shall be scheduled at approximately a two-to-one employment ratio with time on of no less, or as close to seventy-five (75) days and no more, or as close to one hundred twenty (120) days of employment between periods of time off of no less, or as close to thirty (30) days and no more, or as close to sixty days (60) of time off. Work schedules may be modified subject to the vessel's operational necessities, and as mutually agreed to between the Union and the Company. Transportation expenses for the seaman requesting a relief and the seaman providing a relief shall be borne by the Company.

(3) Scheduled time off may be extended by mutual agreement but in no case, except as provided within these Rules in Rule 5.A.(14)(a) and 5.A. (14)(n), shall this extension exceed thirty (30) days.

(4) Seamen possessing Class "B" employment seniority employed above the Entry Level may request a relief of forty-five (45) days upon completion of no less than ninety (90) days of employment. Such relief will only be provided in a domestic port and subject to the vessels operational necessities. Transportation if any shall be borne by the seaman requesting and the seaman providing relief.

(5) Seamen possessing Class "B" employment seniority employed above the entry level aboard vessels in the foreign to foreign trade, may request to be repatriated with the payment of transportation upon completion of one hundred twenty (120) days of employment. It is understood that exercise of this option terminates the employment provided by their initial assignment.

(6) The registration provisions applicable to the permanent ratings specified in Rule 5.A. (14.)(a) above shall also be applicable to seamen specified in this subsection (t).

(u) (1) On diesel vessels employing a QMED/Electrician and a QMED /Electrician Relief, tours of duty shall be established to provide as equal employment time as possible subject to the vessel's operational necessities.

(2) Qualified seaman with A seniority rating shall be eligible to maintain permanent status as QMED Electrician and QMED/Electrician Relief.

(3) Qualified seaman employed as QMED/Electrician Relief shall be eligible to relieve the QMED Electrician for periods of vacation and emergency relief and a replacement QMED/Electrician Relief shall be dispatched pursuant to the Shipping Rules. Time spent in relief of the QMED Electrician shall be counted as time spent on the original assignment. Upon the return of QMED Electrician the QMED/Electrician Relief shall be entitled to complete any additional time remaining on his original assignment.

(4) Seaman with Class A Seniority rating employed as the permanent QMED/Electrician relief shall have first preference in filling a permanent vacancy in the QMED Electrician position for the vessel on which he is employed.

(v) (1) On Steam vessels employing a Chief Electrician and an Engine Maintenance/Electrician Relief tours of duty shall be established to provide as equal employment time as possible subject to the vessel's operational necessities.

(2) Qualified seaman with A seniority rating shall be eligible to maintain permanent status as Chief Electrician and Engine Maintenance /Electrician Relief.

(3) Qualified seaman employed as Engine Maintenance/Electrician Relief shall be eligible to relieve the Chief Electrician for periods of vacation and emergency relief and a replacement Engine Maintenance Electrician Relief shall be dispatched pursuant to the Shipping Rules. Time spent in relief of the Chief electrician shall be counted as time spent on the original assignment. Upon the return of the Chief Electrician the Engine Maintenance/ Electrician Relief shall be entitled to complete any additional time remaining on his original assignment.

(4) Seaman with Class A seniority rating employed as the permanent Engine Maintenance/Electrician Relief shall have first preference in filling a permanent vacancy in the Chief Electrician position for the vessel on which he is employed.

(w) It will be incumbent upon the Company, when ordering replacements, to notify the Manpower Pool Coordinator when seamen are leaving and rejoining their vessels pursuant to Rule 5.A.(14.).

6. Standby and Port Relief Jobs

A. Priority for standby and port relief jobs shall be determined according to the provisions of Rule 2.C.(3.), except that a seaman who has had standby or port relief jobs during the period of his shipping registration card's validity shall not have priority for such jobs over seamen of the same class of seniority rating who have had a lesser number of standby or port relief jobs during the period of their shipping cards' validity. In determining priorities, standby jobs and port relief jobs are to be considered as separate and distinct, one from the other.

B. After the termination of standby or port relief employment, the seaman involved shall receive back his original shipping registration card, unless the same has expired in the interim period.

C. A seaman on a standby or relief job pursuant to these Rules shall not take a regular job aboard any vessel until his standby or port relief job terminates, he returns to the hiring hall, and he secures such regular job pursuant to the provisions of Rule 2 hereof.

D. A seaman employed pursuant to these Rules on a regular job who requires time off and secures permission shall notify the nearest Union hiring hall, and a relief man shall be dispatched. No relief man shall be furnished for less than four (4) hours nor more than three (3) days work. The seaman shall pay his relief man for the number of hours worked at the overtime rate applicable to the job Monday through Friday. On Saturdays, Sundays and Holidays, he shall pay his relief at the applicable premium or overtime rate. Relief men shall be requested only when required by the head of the department involved aboard the subject vessel.

E. A seaman employed pursuant to these Rules who has been called to attend the Steward or Deck Department Recertification program may be temporarily replaced by a relief man for the duration of the program in accordance with Rule 5.A.(8.). In the event such seaman is not replaced by a relief man but terminates his job instead, the job will be dispatched in accordance with the normal shipping procedures under Rule 2.

F. Rule 6 and all its subsections shall be inapplicable to the provisions of Rule 5.A.(14.).

7. Seafarers Appeals Board

A. The Seafarers Appeals Board shall have sole and exclusive authority to administer these Rules and to hear and determine any matter, controversy or appeal arising there under, or relating to the application thereof.

The Seafarers Appeals Board, shall have the power to reduce from time to time, but not the power to increase, the requirements for seniority ratings set forth herein; and if such power is exercised, the Board shall arrange for effective publication of such decision. The Seafarers Appeals Board shall, subject to applicable law, also add newly contracted companies as employers subject to Collective Bargaining Agreements and shall promulgate Shipping Rules, including reasonable disciplinary, administrative and procedural rules and regulations, to govern employment operations of hiring halls and the seniority and referral to jobs of all Unlicensed Personnel under and pursuant to the Collective Bargaining Agreements. Such Shipping Rules may, among other procedures, provide for rotary shipping within classes; shall provide for full seniority credit for employment by, or election to any office or job in, or any employment taken at the behest of the Union (which seniority credit is hereby granted); and may include reasonable, non-discriminatory preferences to be accorded to Unlicensed Personnel, as well as provisions for total seniority credit to be granted in the Board's reasonable discretion, in cases other than those set forth herein where a seaman's shipping employment has been interrupted by circumstances beyond his control and where denial of such seniority credit would work an undue hardship.

B. The Seafarers Appeals Board shall have four (4) members, two (2) appointed by the Union and two (2) appointed by the committee representing the majority of contracted Employers for purposes of negotiations with the Union, commonly known as the Management Negotiating Committee. Each party shall also appoint two (2) alternates for the members so appointed to serve in the absence of such members.

C. The quorum for any action by the Seafarers Appeals Board shall be at least one (1) member appointed by each party. At any meeting of the Seafarers Appeals Board the members appointed by each party shall collectively cast an equal number of votes regardless of the actual number of members present and voting. Except as otherwise provided herein, decisions of the Seafarers Appeals Board shall be unanimous. In the event of a tie vote, the Board shall elect an impartial person to resolve the deadlocked issue. In the event the Board is unable to agree on such an impartial person, the matter shall be submitted to final and binding arbitration in New York City pursuant to the voluntary Labor Arbitration Rules then in effect of the American Arbitration Association.

D. Any person or party subject to or aggrieved by the application of these Rules shall have the right to submit any matter arising under these Rules to the Seafarers Appeals Board for determination. Such submission shall be in writing, shall set forth the facts in sufficient detail to identify the matter at issue, and shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 5201 Auth Way, Camp Springs, Maryland 20746. An applicant desiring to be heard in person before the Board shall request the same in his written application. In such event, the applicant shall be notified at least two (2) weeks prior to the Board's next regular meeting of the date and location of such meeting, and the applicant may attend such meeting at his own expense and be heard.

E. All applications to the Seafarers Appeals Board shall be ruled on initially by the Chairman, subject to confirmation or overruling by the Board at its next meeting. Prior to the Board's action, however, the Chairman may initiate such administrative steps as he deems necessary to implement his preliminary determination.

F. The Board shall meet no less than quarterly and shall establish such reasonable procedures, consistent with these Rules, as it deems necessary. Meetings of the Board may be either in person or in writing. Meetings in writing shall be signed by all members of the Board.

8. Discipline

A. Although under no indemnity obligation of any sort, the Union will not be required to ship persons who, by their behavior in the course of employment aboard contracted vessels, during programs of the Seafarers Harry Lundeberg School of Seamanship and at hiring halls subject to these Shipping Rules, demonstrate that their presence aboard contracted vessels may prevent safe and efficient operation of such vessels or create a danger or threat of liability, injury or harm to such vessels and their crews. Persons not required to be shipped shall include without limitation those guilty of any of the following:

(1.) Drunkenness or use of alcohol.

(2.) Use, possession or sale of narcotics or controlled substances.

(3.) Use or possession of dangerous weapons or substances.

(4.) Physical assault.

(5.) Malicious destruction of property.

(6.) Gross misconduct.

(7.) Neglect of duties and responsibilities.

(8.) Deliberate interference with the efficient operation of vessels, of the Seafarers Harry Lundeberg School of Seamanship, or of hiring halls subject to these Rules.

(9.) Deliberate failure or refusal to join vessels.

(10.) Any act or practice which creates a menace or nuisance to the health or safety of others.

(11.) Failure, except for good cause shown, to join any vessel operated by a contracted Employer, or who after joining the vessel, fails to remain aboard for the contractual tour where said assignment is the initial one after the seaman may have had specialized training which involves expense to the contracted Employer directly attributable to the seaman such as transportation, subsistence, lodging, toll calls and the like.

(12.) Except for good cause shown, any consecutive twenty-four (24) month period when a seaman has three (3) incomplete job assignments as indicated on the dispatch card.

B. No seaman shall suffer any temporary or permanent loss of shipping rights under Rule 8.A. hereof, except pursuant to the following procedures:

(1.) The Union, a contracted Employer, or the Seafarers Harry Lundeberg School of Seamanship shall initiate a proceeding under this Rule 8 by filing a written complaint with the Chairman of the Seafarers Appeals Board and mailing a copy thereof to the subject seaman. The Chairman shall thereupon name a committee of two (2) persons, one (1) representing the Union and (1) representing management, to hear and determine the complaint. The Company is to be notified by the Union when a proceeding under this Rule 8 is scheduled. They shall be allowed to participate in person or by teleconference.

(2.) The Hearing Committee shall prepare a written specification of charges and notice of hearing, which shall be sent to the complaining party and to the subject seaman by certified mail, addressed to his last known residence. Such notice shall provide at least two (2) weeks time for the seaman to prepare his defense and shall give the seaman up to one (1) week before the hearing date to request a change of date or location of such hearing. The hearing committee shall initially locate the hearing at the Union hiring hall closest to the subject seaman's last known residence. Pending the hearing, the seaman may register and ship in accord with these Rules and in his current seniority, except that the charged seaman shall not be permitted to ship to the charging company's vessels until the hearing has been concluded.

All efforts will be made by the Board for hearings conducted under this section to be completed within forty-five (45) days from the date of filing charges.

(3.) The hearing shall proceed as scheduled, whether or not the accused seaman is present. The hearing committee shall give the charging and charged parties full opportunity to present their evidence either in person or in writing. No formal rules of evidence shall apply, but the committee shall accept all relevant evidence and give the same such weight as the committee alone may deem appropriate.

(4.) The hearing committee shall render and announce its decision on the day of the hearing, as soon as possible after the completion thereof. A decision upholding the complaint shall be unanimous. The committee shall reduce its decision to writing, sign the same, and send copies thereof to the Seafarers Appeals Board, to the complaining party, and to the accused seaman by certified mail, return receipt requested.

(5.) The seaman or the complaining party, if they participated in the hearing, may appeal all or any aspect of the hearing committee's decision to the Seafarers Appeals Board. Such appeal shall be in writing and shall set forth the basis for the appeal in sufficient detail to be understood. The seaman shall send his appeal by certified mail, return receipt requested, to the Seafarers Appeals Board, 5201 Auth Way, Camp Springs, Maryland 20746, within ten (10) days following the decision, except that the Board may extend the time for filing an appeal for good cause shown.

(6.) The Seafarers Appeals Beard shall hear all appeals arising under this Rule 8 at its next regular meeting after receipt thereof, provided the appeal has been received in sufficient time for the Board to give at least five (5) days written notice to the seaman of the time and place of the meeting at which his appeal will be considered.

(7.) The Seafarers Appeals Board's decision on the appeal shall be in writing, and copies shall be sent to the complaining party and the seaman by certified mail, return receipt requested. The Board may increase or otherwise modify the original decision. Pending hearing and determination of the appeal, the decision of the hearing committee shall be in full force and effect.

(8.) A final appeal shall be allowed by the involved seaman from the decision of the Board to the Impartial Umpire designated pursuant to Rule 8.C. hereof. Such appeal shall be in writing and shall set forth the basis of the appeal in sufficient detail to be understood. Such appeal shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 5201 Auth Way, Camp Springs, Maryland 20746, within ten (10) days following receipt of the Seafarers Appeals Board's decision. The Board shall forward all such appeals to the Impartial Umpire, who shall set the time and place of hearing of the appeal in Camp Springs, Maryland, within thirty (30) days following receipt of the appeal and shall notify all parties in writing. The Impartial Umpire may reasonably extend any time limit provided in this paragraph upon good cause shown. The Impartial Umpire shall render his decision in writing and shall cause copies to be mailed to all parties by certified mail, return receipt requested. The decision of the Impartial Umpire shall be final and binding and may be reduced to judgment by any party.

The Seafarers Appeals Board shall notify the Great Lakes Appeals Board and the Inland Appeals Board of the decisions of the Impartial Umpire and of decisions of the designated Hearing Committees not timely appealed as prescribed in Rule 8.B.(5.) and 8.B.(8.).

The Seafarers Appeals Board and the Impartial Umpire may consider actions of affiliated Boards when rendering decisions as to appropriate penalties to be imposed.

C. The Impartial Umpire provided for in the preceding paragraph shall be a permanent arbitrator appointed by and to serve at the pleasure of the Seafarers Appeals Board. In the event the Board is unable to agree upon an Impartial Umpire, for each appeal arising under Rule 8.B.(8.) hereof, the Seafarers Appeals Board shall request the chief executive officer of any Federal, State or City government agency maintaining lists of impartial arbitrators to designate an Arbitrator to hear and determine such appeal.

D. Nothing in this Rule 8 shall he construed to prevent the Union from appearing by its properly designated representatives at any stage of the proceeding.

9. Amendments

The Seafarers Appeals Board may amend these Shipping Rules at any time and in any manner consistent with the requirements of applicable law and of outstanding Collective Bargaining Agreements between the parties.

10. Special or Emergency Provisions

A. During any period of emergency, unlicensed seamen possessing Class "B" or "C" seniority, who are in the Entry Rating Department and who have adequate seatime to make application for endorsement in Group II rating or ratings in the Deck or Engine Department and Group II ratings in the Steward Department, shall not be registered for shipping unless they make application for and expeditiously comply with the requisite rules to secure such Group II endorsement or endorsements in the Deck and Engine Departments and Group II ratings in the Steward Department in accordance with the training programs instituted at the Seafarers Harry Lundeberg School of Seamanship. All such unlicensed seamen in lieu of such registration, and provided they comply with the foregoing shall upon completion of such requirements be deemed then registered as of the date of their appearance in the Group in which they thereafter have been found qualified. All such Unlicensed Personnel presently registered shall also be subject to the foregoing Rule, with the date of registration as presently in effect in the Group in which they thereafter have been found qualified.

Any such unlicensed seamen may apply in writing to the Seafarers Appeals Board in connection with any dispute as to his period of seatime for exemption from this rule set forth above on the grounds of hardship or physical disability and may, if he requests in writing, appear before the Seafarers Appeals Board. The decision of the Seafarers Appeals Board shall be in writing and sent to the person involved and to the Union hiring hall.

During any period of emergency, veterans honorably discharged from the Armed Forces of the United States, who by their service record are qualified to make application for endorsement in Group II rating or ratings in the Deck or Engine Departments or ratings in the Steward Department above Third Cook, may apply for the prescribed training program at the Seafarers Harry Lundeberg School of Seamanship to obtain such rating or ratings. Seaman possessing class "CV" seniority upon attaining one hundred eighty (180) days of employment aboard contracted vessels within twenty-four (24) months.

The Seafarers Appeals Board shall determine the period of any emergency or when this amendment is no longer necessary. In either event, upon such determination, the Seafarers Appeals Board shall then take appropriate action in writing.

B. During any period of emergency as determined by the Seafarers Appeals Board in accordance with Rule 10.A., Rule 2.J. may be suspended with respect to entry ratings only for the period of such emergency or until the suspension of the Rule is no longer necessary as determined by the Seafarers Appeals Board.

C. (1.) The Seafarers Appeals Board may, for good cause shown, at its discretion and in accord with its authority under Article I ("Employment") Section 8, of the Collective Bargaining Agreements between the parties and in accord with the several factors set forth below, upgrade to Class "A" seniority rating such Unlicensed Personnel possessing Class "B" seniority rating whom the Board deems qualified for the same.

The factors to be utilized in determining whether an applicant shall be so upgraded are as follows:

(a) Endorsement from the United States Coast Guard as a Lifeboatman in the United States Merchant Marine.

(b) Possession of a certificate of satisfactory completion of the Seafarers Harry Lundeberg School of Seamanship Entry Rating training program and has a minimum of twelve (12) months of seatime with any of the companies signatory to the Collective Bargaining Agreements; or

Possession of certificate of satisfactory completion of the advanced course of training then being offered by the Seafarers Harry Lundeberg School of Seamanship for the department in which such seaman regularly ships and has a minimum of thirty-six (36) months of seatime with any of the companies signatory to the Collective Bargaining Agreements; or

Possession of "A" or "B" seniority classification under the Shipping Rules in effect between the Union and the P.M.A. and has a minimum of thirty-six (36) months seatime with any of the Companies who are or were members of the Pacific Maritime Association, and has participated in the training programs conducted at the Stewards Training & Recreation facility at Santa Rosa, California.

(c) Possession of special skills and aptitudes.

(d) Employment record.

(e) Satisfactory completion of the course of training offered by the School of Marine Engineering Beneficial Association and/or others in connection therewith.

Factor (b) may be waived by the Seafarers Appeals Board in those cases where undue hardship will result.

(2.) The Seafarers Appeals Board shall upgrade applicants pursuant to this Rule 10.C. for a period of time not to exceed six (6) months, at which time it shall terminate such upgrading and shall publicize such termination in the Union's hiring halls and in such other places as will give notice thereof thirty (30) days prior thereto. Thereafter, when it deems necessary, the Seafarers Appeals Board may reinstitute such upgrading program for additional periods of time not to exceed six (6) months duration and shall publicize the termination of same as required by the Collective Bargaining Agreement.

D. (1.) Seamen who have retired from the industry shall be permitted to compete for employment aboard contracted vessels designated by the Seafarers Appeals Board, provided they can pass the physical examination.

(2.) They shall be assigned Class "C" employment seniority and shall comply with all existing registration and shipping requirements as specified in Rule 2, Shipping Procedures, unless otherwise specified in the Collective Bargaining Agreement applicable to the vessel on which employed.

E. The Seafarers Appeals Board has the exclusive right to waive any and all provisions of the Rules contained herein in instances where a job vacancy is created by a dismissal and said dismissal is being challenged by the Union as being unjust. In those cases where the challenge is upheld, the Seafarers Appeals Board reserves the right to take whatever steps it deems necessary to provide the affected seaman with re-employment rights.

F. Notwithstanding anything contrary contained in these Rules, the provisions of the Shipping Rules herein shall be interpreted and/or amended as necessary in order to comply with the provisions of the Family Medical Leave Act as amended.

SEAFARERS INTERNATIONAL UNION

Atlantic, Gulf, Lakes and Inland Waters District, NMU, AFL-CIO