

AGREEMENT

BETWEEN

SAILORS' UNION OF THE PACIFIC

(Affiliated with the AFL-CIO)

AND

CHEVRON U.S.A. INC.

APPLYING TO

UNLICENSED PERSONNEL

EMPLOYED ON

CHEVRON U.S.A. INC.

U.S. FLAG SEAGOING VESSELS

2012

D. COMPANY BENEFITS

This agreement shall in no way affect the status of employees under any of the Company plans except as provided in Article VI-A (Holidays) and Article VI-B (Vacations).

E. VOTING

State laws governing time off for employees to vote shall be observed.

F. MAINTENANCE AND CURE

1. Crew members who are entitled to maintenance and cure on account of injury or illness incurred in the service of the ship shall be paid maintenance at the rate of \$40.00 per day. COMPANY and government sourced benefits (e.g. Short-Term Disability, Long-Term disability and California Disability Insurance) shall be credited towards COMPANY's obligation to pay maintenance.
2. Under the above provisions, wages, maintenance and cure shall be paid promptly on presentation of a medical record indicating generally the nature of the illness or injury. Such wages, maintenance and cure shall not be withheld in any case merely because the claimant has also submitted a claim for damage or has filed a suit therefore or is taking steps to that end, regardless of what arrangements the COMPANY may have with any insurance company covering maintenance and cure.
3. An employee whose medical status has been determined to be "fit for light duty" shall not be eligible to work.

G. INDUSTRY FUND

The COMPANY agrees to contribute to the fund established by the maritime industry on the Pacific Coast to help defray the expenses of the Sailors' Union of the Pacific in operating its hiring hall as follows:

Effective February 1, 2012 - \$4.00 per job day
Effective February 1, 2014 - \$5.00 per job day

H. ORDERS AND RULES

All employees shall comply with all lawful orders of officers and with all Company rules not inconsistent with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day
of January, 2012.

SAILORS UNION OF THE PACIFIC CHEVRON U.S.A. INC.
By: Chevron Shipping Company LLC
Its Attorney in Fact

By:  By: 
GUNNAR LUNDEBERG CHRISTOPHER M BROWN
President and Secretary-Treasurer Assistant Fleet Manager

Date: 13 JANUARY 2012

Date: 13 JAN 2012

LETTER OF AGREEMENT

Training of the Chevron employees at the Calhoon MEBA Engineering School.

This letter of agreement is entered into between District No. 1-PCD, Marine Engineer's Beneficial Association, AFL-CIO ("MEBA") and Chevron USA, INC. ("Chevron"), subject to acceptance by the Calhoon MEBA Engineering School (the "CMES").

In consideration of the mutual covenants contained herein, MEBA and Chevron agree that Chevron will be permitted to send employees covered by the Collective Bargaining Agreement (CBA) to the CMES on the following terms and conditions.

1. Chevron will pay a fee of \$5.50 per day per billet for the year 2012, \$6.00 per day per billet for the year 2013, \$6.50 per day per billet for the year 2014 on 25 billets to the MEBA Training Plan. The parties shall meet to negotiate future contributions per billet for the year's 2015 and 2016. The fee will be payable in advance on a monthly basis, based on the total number of calendar days in the month for which payment is made. In the event the actual number of billets exceeds 25 billets per day, Chevron's fee shall increase to reflect the actual number of billets effective at the time of increase.
2. Each Chevron employee that is covered by the Collective Bargaining Agreement and is a MEBA Member in-good-standing may make use of the benefits offered by the MEBA Training Plan. These benefits include:
 - tuition-free attendance at classes offered by the Calhoon MEBA Engineering School (CMES),
 - reimbursement for certain non-CMES/third-party courses related to the marine transportation industry,
 - reimbursement allowance for travel to/from CMES courses, and
 - lodging and meals while attending CMES classes.

Applications to attend CMES and third-party courses are processed according to rules and policies of the MEBA Training Plan. The costs for training required by law and/or regulatory agencies outside those offered by CMES will be burdened by Chevron.

Chevron employees serving aboard US-flagged vessels that are not members of the MEBA are also allowed to attend courses at CMES. In such cases, tuition, food, and lodging is extended as a courtesy, however, Chevron pays the transportation-costs.

3. The term of the Letter of Understanding shall be from April 1st, 2012 through March 31st, 2017.

DISTRICT NO. 1-PCD
Marine Engineers' Beneficial Association
(MEBA), (AFL-CIO)

Dave Nolan 3-21-12
Dave Nolan Date
Executive Vice President

Patrick Anderson 3-21-12
Patrick Anderson Date
Patrolman

CHEVRON USA, INC
By: Chevron Shipping Company, LLC
Its Attorney-in-Fact

Kim Carlton March 20/12
Kim Carlton Date
HR/Manning Manager

ACCEPTED:
CALHOON ENGINEERING SCHOOL

Chuck Eser 3/26/2012
Chuck Eser Date
Director