

MFOW–MATSON AGREEMENT



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GENERAL RULES



SIUNA PACIFIC DISTRICT

Sailors' Union of the Pacific

Marine Firemen's Union

**Seafarers' International Union
of North America
Atlantic, Gulf, Lakes
and Inland Waters**

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SIU PACIFIC DISTRICT–MATSON GENERAL RULES

OFFSHORE AGREEMENT

THIS AGREEMENT is entered into as of **July 1, 2017**, between the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, Pacific District, comprising the SAILORS' UNION OF THE PACIFIC (SUP) representing the unlicensed deck department, the MARINE FIREMEN'S UNION (MFOW) representing the unlicensed engine department, and the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS (SIU-AGLIW) representing the stewards' department, hereinafter referred to as the "Unions," and MATSON NAVIGATION COMPANY, INC. hereinafter referred to as the "Employer" or the "Company."

WITNESSETH:

(All wording set in bold face type is new language.)

PART I GENERAL RULES

Section 1. Recognition

Employer agrees to recognize the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, Pacific District, comprising the Sailors' Union of the Pacific (SUP), the Marine Firemen's Union (MFOW), and the Seafarers' International Union of North America, Atlantic, Gulf, Lakes and Inland Waters (SIU-AGLIW), as the exclusive representative for the purpose of collective bargaining of all of its unlicensed seagoing employees on ships covered by this Agreement, excluding all licensed employees, staff officers, radio officers, concessionaires and their employees, musicians, doctors, doctors' assistants, nurses, hospital attendants and associate chief stewards, food controllers and auditors of supplies together with their assistants and apprentices, animal tenders, nut turners, printers and their assistants, and chief stewards on passenger vessels.

Section 2. Union Responsibility

Each Union named herein as a part of the Pacific District, Seafarers' International Union of North America, shall be responsible individually for the performance of the obligations provided in the respective section hereof relating to its department, and no individual Union shall be held responsible for the non-performance by any other Union of the respective obligations of such other Union.

Each Union agrees that, as it is called upon to fill vacancies as they may arise, it shall furnish persons of the ratings needed, in accordance with the qualifications and rules set forth in the departmental Working Rules in this Agreement and in accordance with the jointly established Shipping Rules of the respective Unions.

In dispatching men in accordance with the Shipping Rules, the person doing the dispatching shall accept as conclusive

evidence of competence and qualifications the U.S. Government Merchant Mariner's Credential of the registrant, and the Union does not warrant the fitness of any dispatched registrant or assume any liability for any act or failure to act by any person so dispatched; provided, however, that this provision shall not be construed to release the Union from responsibility for securing compliance with, and preventing violations of this collective bargaining agreement in accordance with the terms of said Agreement.

Section 3. Vessels Covered and Manning

(a) This Agreement is binding with respect to all vessels operated by the Company signatory to this Agreement, except as otherwise specifically provided herein, to the fullest extent permitted by law. In addition, this Agreement and its wages, hours, working conditions and benefits shall apply in full to all new-build vessels including the "Aloha-class" and "Kanaloa-class" vessels, and all replacement vessels for those vessels currently covered by the Agreement.

(b) This Agreement covers the unlicensed employees represented by the SIU Pacific District employed on oceangoing U.S.-flag vessels, owned, operated or bareboat chartered (both at present or at any time during the life of this Agreement) by the Company signatory hereto, or any of its subsidiaries or affiliates (whether so at present or at any time during the life of this Agreement) as an owner, agent, operator or bareboat charterer. The term "subsidiary" or "affiliate" shall be deemed to include any business entity whether corporate, partnership, trust, individual or otherwise, which is effectively controlled by or effectively controls the Company either directly or indirectly.

The Company agrees that in the event any foreign-flag vessels are hereinafter operated by them, the following shall apply:

(1) The Union shall have the same right as it has with respect to the vessels covered by this Agreement and subject to the same conditions, to have its representatives board said vessels in any port for the purpose of consulting with the unlicensed employees employed thereon.

(2) The Company agrees that, upon the Union demonstrating that it has been designated and authorized by a majority of the unlicensed employees of any one or more vessels to represent them for the purpose of collective bargaining, the Company shall engage in collective bargaining with the Union to perfect an agreement covering said unlicensed employees.

If a dispute arises as to whether the Union does in fact represent a majority of the unlicensed employees, the dispute shall be subject to the provisions of Section 10 of this Agreement.

The term "foreign-flag vessels" shall be limited, except by mutual agreement of the parties, to such vessels that are engaged in the import or export cargo or passenger trade of the United States.

The Company, its affiliates and subsidiaries shall not en-

gage in subterfuge to avoid obligations for those vessels currently covered by the Agreement.

(c) The Employer shall be required to comply with the laws and regulations of the United States Coast Guard; provided, however, such laws and regulations shall be construed to constitute minimum standards only. The manning scales for ships covered by this Contract shall, by department, be as set forth in Appendix "A". Such manning, by department, shall apply to any other retrofits, conversions, acquisitions or newly constructed automated vessels, if of comparable design or characteristics, by department.

Except as provided in Appendix "A", there shall be no change in the manning scale in any department on any ship covered by this Contract, except by mutual written agreement.

If ships of a radically different design or characteristics affecting the operation of any unlicensed department are constructed or projected for construction during the term of this Agreement, the Employer must submit plans and technical details to the affected Union or Unions.

Within 30 days after such plans and technical details are submitted, the parties shall attempt to negotiate a mutual agreement for manning such vessels.

A failure to reach mutual agreement regarding proposed manning for ships of radically different design or characteristics affecting the operation of any unlicensed department or regarding any proposed manning differing from that provided in Appendix "A" shall not be a dispute or grievance, nor shall it be subject to the provisions of Section 10 of the Agreement (Grievance Procedure) nor to any action in law or equity, and the provisions of Section 7(a) shall not be applicable to preclude lawful action by a Union or the Company to resolve the dispute.

(d) This Agreement shall be binding upon the parties hereto, their successors, transferees and assigns. The Company agrees that it will not sell, transfer or assign any vessel covered by this Agreement to another entity (including any partnership, joint venture, alliance or other business arrangement in which the Company is a party) without first securing the written agreement of said entity to assume the Company's obligations under this Agreement. In the event the Company sells, transfers or assigns any vessel covered by this Agreement to another entity who does not agree in writing to assume the obligations of this Agreement, the Company shall be liable for any and all lost wages and benefits thereby incurred, for a period not to exceed the current term of the contract, by bargaining unit employees and shall be obligated to reimburse the Union for its attorneys' fees related to the prosecution of the Company's violation of this provision. It is understood and agreed that this provision shall be applicable except for sales, transfers or assignments of a vessel in the Company's normal course of business, if any, which sales, transfers and assignments shall be covered by subsections (1), (2) and (3) below.

(1) To preserve the jobs of the Company's unlicensed employees covered by this Agreement, the Company agrees that if 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 for another entity under a bareboat charter and the charter is terminated), the vessel shall be sold, transferred or assigned with the full complement of unlicensed employees last employed on the vessel.

(2) To protect and maintain the wages, pension rights, other economic benefits and job conditions of such unlicensed employees, and to prevent their immediate discharge by the purchaser or transferee, the Company agrees that prior to any sale or transfer it will obtain from the purchaser or transferee a written agreement which includes the following items:

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

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

c. that any disputes involving the interpretation or application of the obligations contained in said written agreement shall be resolved pursuant to the arbitration procedures set forth by 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 employees for whose benefit it is made.

(3) It is understood that none of the conditions herein shall require the purchaser or transferee to accept or adopt this Agreement.

Section 4. Non-discrimination

The Employer agrees not to discriminate against any employee for Union activity. The parties agree that, in accordance with applicable law, the Employer and Union are forbidden to discriminate because of race, religion, sex, age or national origin and that the parties are also forbidden to limit, segregate or classify employees in any way that would tend to discriminate. The parties recognize that federal and state laws encourage employment of handicapped individuals where the particular disability does not prevent proper performance.

Section 5. No Interference with Other Employees

(a) The Union shall not interfere with the performance of work outside the general scope of this Agreement provided such work is customary in the particular trade and is arranged for with the employees by the Employer on mutually satisfactory terms and conditions, nor shall the Union or its members interfere with the performance of any work by other employees, provided it is customary in particular trades to employ other employees to perform such work.

(b) Work customarily assigned to unlicensed personnel in each department aboard vessels will continue to be assigned to unlicensed personnel and no one else.

(c) Consistent with the authority of the Master, or in his absence, of the "Officer in Charge" of the vessel, members of any unlicensed department shall be required to work only under the supervision, direction or orders of the supervisors of their

particular department.

(d) Joint Labor Relations Committee

The Employer and the Union shall establish a “Joint Labor Relations Committee” comprised of one Union representative from each Pacific District Union and three Employer representatives. The Employer and Union representatives shall vote by unit vote.

All meetings of the Joint Labor Relations Committee shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing.

The duties of the Joint Labor Relations Committee shall be:

(1) To investigate and adjudicate all grievances and disputes according to the procedure outlined in Section 10.

(2) To have the responsibility of implementing Section 13 of the General Rules regarding provisioning, storing, and feeding.

(3) To discuss interdepartmental training for operational duties on motor vessels. This committee shall not have authority to implement any agreement without approval of each of the Unions and the Employer.

On all motor vessels, in conditions of operational necessity, members of the three unlicensed departments may be required to work in other departments. The term “operational necessity” shall include the tying up of the vessel to assure safe mooring. It does not include routine watches, any routine maintenance or repair work with the exception that, if the complement of the crew assigned to a given department is depleted by illness or injury, a cross-over may be ordered to provide personnel necessary to assure compliance with applicable federal regulations. Any employee so assigned will continue to receive the same wages, overtime, and other benefits provided in the Agreement, including penalty time, for the period of any such assignment as would be paid if the individual were performing his regular duties. However, if the cross-over continues for more than 24 hours of work, the individual shall receive his regular rate of pay or the rate of pay of the individual he is replacing, whichever is higher, for the duration of such assignment.

Section 6. Orders and Rules

(a) The members of the Union will comply with all lawful orders of superior officers and with all Company rules not inconsistent with this Agreement.

If a crewman believes that a direct order of superior officers is inconsistent with this Agreement, he shall nevertheless comply with the order, but upon request made to his department head, he shall receive written confirmation of such order from the superior officer giving such order. The matter shall be entered in the Official Log Book.

(b) Prior Port Committee decisions, signed by both parties (or PMA), arbitration awards and interpretations mutually agreed to by the parties in writing and signed by both parties, relating to wages, hours, working rules, jurisdiction or conditions for unlicensed crew members shall not be nullified or modified as a result of the execution of this Agreement, but shall continue in effect unless such decisions, awards or interpretations have been specifically nullified or modified by mutual written agreement signed by both parties or by specific

amendment of the Contract itself covering the subject matter of such decisions, awards or interpretations.

(c) Union Meetings (Attended by members employed on board vessels)

In Port

The Employer (including its supervisors) agrees not to interfere with, or restrict Union members from attending a duly called port meeting, PROVIDED:

Aboard Ship

That if it is desired to hold a Union meeting in any space used by passengers (dining room, etc.), the department head concerned must first be consulted in advance of the desired meeting. Such use shall be granted unless public passenger spaces to be used for such meetings are scheduled for use by passengers at the time of the proposed meeting.

Ashore

(1) The Employer and the Master of the vessel concerned receive reasonable advance notice from the authorized Union official calling the meeting.

(2) That attendance at a port meeting by members of the crew will not interfere with the following:

a. The preparation and serving of meals to such passengers and/or crew that may be on board.

b. The operation of auxiliaries necessary for lighting, heating, sanitary facilities, fire equipment and cargo operations.

c. That attendance at port meetings will not delay or interfere with drills required by the U.S. Coast Guard.

d. That attendance at port meetings will not delay the sailing or shifting of vessels.

At Sea

The Employer (including its supervisors) agrees not to interfere with, or restrict Union crew members from attending a duly called meeting while at sea, PROVIDED:

(1) That if it is desired to hold a meeting in any space used by passengers (dining room, etc.), the department head concerned must first be consulted in advance of the desired meeting. Such use shall be granted unless public passenger spaces to be used for such meetings are scheduled for use by passengers at the time of the proposed meeting.

(2) The attendance at a Union meeting while at sea will not interfere with or interrupt services and facilities required to be maintained while underway at sea, as follows:

a. All normal services and facilities used or required by the passengers.

b. All normal services and facilities used or required by crew members not attending meeting.

c. Any drills required by law, or any action or precautions necessary for the safety of the passengers, crew or cargo on board.

(3) Unlicensed crew members shall not be penalized in any way, shape or form for not participating in the ship’s “Management Committee” meetings.

Section 7. Strikes and Lockouts

(a) There shall be no strikes or stoppage of work authorized by the Union or its agents during the period of this Agreement.

There shall be no lockouts authorized by the Company or

its agents during the life of this Agreement.

No member of the unlicensed departments, including shoregang members, shall be required to go through a legitimate picket line.

The refusal of crew members or shoregang members to go through a legitimate picket line will in no way be regarded as a violation of this Agreement.

A legitimate picket line is one established and maintained by a Union, acting independently of the SIU Pacific District, about the premises of an Employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees represented by said Union as the collective bargaining agency.

The Union agrees that no sign on or sailing will be delayed because of a failure to reach a prompt agreement on a dispute arising under the terms of this Agreement, except that sailing may be delayed under circumstances set forth in Section 10 (b) hereof. If it becomes necessary, the prescribed steps set forth in the grievance machinery sections shall be followed.

(b) The following provisions shall be deemed a part of this Agreement and shall be added as a rider to all Shipping Articles:

“It is agreed between the Master and the unlicensed crew that, in the event the vessel is in a U.S. port and a bona fide strike or work stoppage occurs and the vessel is involved in such strike or work stoppage, either party to the collective bargaining agreement may terminate these Articles at such port by written notice to the other, in which event, the unlicensed members of the crew shall be paid off by mutual consent. If the strike is called by a union which is not the collective bargaining representative of unlicensed crew members, the unlicensed crew members shall be paid transportation from such port to the port of engagement.”

Section 8. Record of Days Worked and Overtime Hours

(a) Adequate means will be set up on each vessel to assure an accurate record of the hours worked by each crew member, and the hours each crew member is on duty.

When working overtime, the delegate shall compare time with the proper authority as soon as practicable after work ceases.

Additionally, an accurate, transparent, and consistent means of tracking STCW rest hours shall be made available in accordance with the 2010 Manila Amendments to the STCW Convention.

(b) The Company shall issue to the designated delegate on freighters a statement in duplicate specifying the number of days covered, the number of overtime hours payable, and the number of overtime hours which are disputed for such days for each unlicensed crew member in his department. Such statement shall be given to the delegate at least two hours before payoff. On passenger vessels, a similar statement shall be given at the earliest practicable time before payoff.

A copy of all disputed overtime, penalty time and lodging claims shall be made available to the respective Union Business Agent before the payoff.

Disputed overtime, penalty time and lodging claims settled in favor of the seaman immediately prior to or during payoff

will be made available to the seaman the same day or, in any event, no later than 2:00 P.M. of the next business day.

The Company shall provide a payroll slip of a reasonable size to be easily interpreted.

(c) Seamen shall be paid at the daily rate of pay. The daily rate shall be calculated by dividing the monthly wage rate by 30 as shown in the wage sections of the departmental rules. Seamen will be paid for the number of days in each month, whether they be 28, 29, 30, or 31-day months.

Seamen dispatched from any West Coast, Hawaii or Guam port to a vessel in an outport (foreign or domestic) shall be paid a minimum of a day's wages and subsistence while traveling and continue on wages and subsistence until joining the vessel. Seamen returning to a vessel in an outport shall be paid a minimum of a day's wages and subsistence while traveling. An outport is any port that does not maintain a hiring hall.

(d) When vessels are on foreign articles and arrive at the U.S. port and when articles are terminated, payoff shall be scheduled to start not later than 2:00 P.M. on the day of arrival or not later than 2:00 P.M. of the next business day. It is understood the Company will endeavor to pay off prior to noon.

The payoff shall be made in cash, **except that: (i) if a crew member wishes to be paid by check, he must inform the Master at least two business days before arrival at the last port of call before payoff port, and (ii) where procedures for direct deposit of wages have been established by the Company, a crew member may request that his net wages be deposited directly into his designated bank account, subject to the procedures established by the Company.**

The foregoing shall not be applicable if arrangement for such payoff is beyond the control of the Company, such as: unavailability of the Shipping Commissioner, a delay in the delivery of the money by armored car service or labor disputes.

Exceptions to this rule shall be by mutual agreement between the Union and the Employer.

On December 31 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 monies.

The W-2 forms shall be timely provided and shall reflect all appropriate monies earned with the Company during the applicable calendar year.

(e) When unlicensed crew members are signed on foreign articles one business day prior to scheduled departure, they shall be entitled to draw all wages, approved overtime and other monies due and payable, less all deductions, as provided in the Agreement. The Company will have the right to “back date” articles prior to scheduled sailing date, subject to Coast Guard approval, when such “back dating” will not cause loss of wages to seamen.

(f) When permitted by law and the administrative regulations thereunder, the wages of all unlicensed crew members shall be computed for income tax purposes as of the end of the calendar year whether at sea or in port, and the wages of such employees earned to the end of the year shall be reported to the various governmental agencies. The W-2 statements given

to the unlicensed crew members shall reflect such reports.

(g) By amendment to the SIU Pacific District Supplemental Benefits Fund, any money due a seaman under the collective bargaining agreement and not collected by the seaman under the collective bargaining agreement within thirty days after the close of articles or other pay period involved shall be turned over to the SIU Pacific District Supplemental Benefits Fund for disbursement to the seaman at the time that the seaman makes application at the Fund Office for same.

The Amended SIU Pacific District Supplemental Benefits Fund shall administer these funds in accordance with the legal requirements, which are in effect as to handling of such funds.

All claims for wages for employment under this collective bargaining contract shall expire and become void and unenforceable five years after such wages have become due.

The intent of the parties is expressed in the above language, and it is understood that proper documentation will be developed covering the following specific six points and other points that the parties may deem necessary to legally protect the rights of the Company or the seamen.

(1) Payment of money by Company to the Fund.

(2) Transfer of accounting data to the Fund.

(3) Transfer of accounting data back to the Company for subsidy purposes.

(4) Shift of excess funds to ownership of the Fund.

(5) Hold harmless.

(6) Fund option to pay seamen after five years.

Any seaman who fails to claim his wages within a period of five (5) years from the date of any contribution for such benefit shall forfeit his rights to such benefits. Any amount that was unforfeited on June 16, 1984 and, thereafter, becomes subject to forfeiture shall be forthwith transferred to any other fringe benefit program the seaman's Union shall designate, together with interest earned on such forfeited benefit amount.

(h) When a voyage lasts more than sixty (60) days, for the purpose of contributions to any fringe benefit plan for seamen covered by this Agreement, the voyage, if still in progress, shall be deemed to terminate on the last day of the calendar month in which the sixtieth voyage day occurs, and a new voyage shall be deemed to have begun on the next day. Contributions shall be made in the normal course as provided in each plan.

Section 9. Safe Gear and Safe Working Conditions

(a) The Employer shall furnish safe gear and working equipment and safe working conditions at all times.

(b) A life net or acceptable gangway arrangement furnished by the vessel shall be rigged in such a manner as to prevent a person from falling between the ship and the dock. When the vessel is unable to rest the gangway on the dock, a platform or other means of safe access shall be furnished to allow passage from the dock to the gangway.

(c) On all vessels that carry vans or containers and deck cargo, the following safety rules shall be adhered to:

(1) An adequate and safe fore and aft passageway will be provided.

(2) Bracing where necessary in passageways between vans or containers must be done prior to departure or before

leaving the confines of the harbor.

(3) When an unlicensed crew member is required to go fore or aft over a deck load, which without a catwalk would be unsafe construction, such catwalk shall be completed prior to departure or before leaving the confines of the harbor.

(4) When reefer vans or reefer containers are carried, a working platform shall be installed and ladders provided for men to work on the reefer units.

(5) All guard rails, safety chains and safety items in the above paragraphs shall be secured and built before the ship departs for sea.

(6) Adequate lighting must be provided when men are working on deck at night.

(7) Unlicensed crew members shall not be required to go on top of containers unless adequate and safe precautions have been taken.

(d) On all vessels in port that do not have underdeck passageways fore and aft, passageways on the opposite side of cargo operations shall be provided.

(e) If the above safety items are not adhered to, and such failure creates unsafe conditions, refusal to work on deck or on vans shall not be deemed a refusal of duty.

(f) When a vessel is in a War Zone as defined in Section 21 of the General Rules, no crew member shall be required to perform work over the sides. When transiting inland waters in War Zones, only the watch personnel and any additional personnel necessary to perform emergency work will be required. If emergency work for safety of the vessel needs to be performed in the engine room or on deck, only the minimum number of additional personnel shall be used.

(g) Smoking (**cigarettes or E-cigarettes**) is prohibited in all common area interior spaces on board all vessels, whether in port or at sea, except where specifically authorized under current collective bargaining agreements. Otherwise, smoking will be allowed only in the privacy of an individual's assigned stateroom or on weather decks, and only at times when smoking is not prohibited by operational activities, such as bunkering or handling explosives. This policy applies to all Company employees, contractors and their guests.

Section 10. Grievance Procedure — Immediate Grievance Resolution

(a) Grievance Procedure

The procedures for the settlement of all grievances and disputes which may arise between any of the parties during the life of this Agreement, and the procedures for securing compliance with this Agreement and to prevent violations, shall be as follows:

First, the grievance or dispute shall be discussed by the Union delegate and the vessel department head. If not resolved, then

Next, the Union representative and the Company representative. If not resolved, then

Next, by the Joint Labor Relations Committee. If not there resolved, by agreement of all the parties,

Finally, to either the Permanent Arbitrator or a Special Arbitrator mutually agreed upon by the parties, as hereinafter provided.

All steps under this procedure shall be used promptly, and

the parties agree to act in good faith at all times to secure prompt processing of grievances or disputes.

(1) The Company shall recognize one employee in each unlicensed department on each vessel as the delegate for that department, in accordance with the appropriate departmental rules.

Disputes or grievances arising aboard ship during the course of a voyage shall be discussed promptly by the delegate and the vessel department head. When possible, such disputes or grievances shall be settled during the course of the voyage. Any settlement reached shall not be inconsistent with the terms and provisions of this Contract. If the shipboard settlement requires repairs that can be done at sea, the Master shall see to it that any such repairs are made. If no settlement is reached, the department delegate shall submit the matter to a designated Union representative upon arrival of the vessel in a port where the Union maintains an office or in the home port of the vessel. The vessel department head shall report the matter to the Master, who shall forward such report to a designated Company representative.

(2) The Company shall recognize Union representatives authorized to settle disputes and grievances. The Union shall submit to the Company a list of its designated representatives authorized to handle disputes and grievances arising under this Agreement.

Passes will be issued to authorized representatives of the Union to board ships for the purpose of consulting with the unlicensed personnel employed thereon. Authorized representatives from each Union will be permitted to park their automobiles at Company controlled terminals in designated areas as close to the ship as practicable.

The Company shall designate representatives who shall be authorized to handle and settle disputes and grievances arising under this Agreement. A list of all such designated Company representatives shall be furnished to the Union and kept current.

Any unresolved disputes or grievances (not settled at Step 1 shall be reduced to writing by the moving party, shall be submitted in writing to the opposite party's designated representative, and shall be jointly investigated and discussed no later than on the day following the day of arrival of the vessel in port, where schedules permit, and in any event no later than the time of payoff.

Settlements at Step 2 may involve overtime disputes, food and repair disputes and interpretations of the Agreement. However, settlements reached shall not be inconsistent with the terms and provisions of this Agreement.

Where a settlement is reached, upon request of either party, it shall be reduced to writing and signed by the respective designated representatives.

(3) As provided under Section 5 of the General Rules, a Joint Labor Relations Committee shall be established at the port of San Francisco consisting of six members, one from each signatory Union and three from the Company.

When the dispute or grievance involves a particular department's Working Rules or members and does not involve the General Rules or general application of the Contract, the

Committee shall consist of three members from the particular Union involved and three members from the Company. When a dispute involves the General Rules or the general application of the Contract, it shall be handled by the Joint Labor Relations Committee which shall include representatives from each of the three Pacific District Unions as well as from the Company.

The duties of the Joint Labor Relations Committee shall be to investigate and recommend a settlement of all disputes and grievances which have not been resolved in Steps 1 or 2, or in cases where Steps 1 and 2 are not applicable, or in cases where the parties have agreed to bypass Steps 1 and 2, and to take the necessary steps to secure compliance with this Agreement and to prevent violations. Minutes shall be kept of all Committee meetings, and any recommendations reached shall be signed by both parties. At the request of either party, the Joint Labor Relations Committee shall meet immediately and, if requested, aboard the vessel if the dispute occurs on such vessel, and provided such vessel is still in port. The Joint Labor Relations Committee shall not have the power to modify or amend any provisions of this Agreement.

The provisions that establish the Joint Labor Relations Committee to consist of six members shall not be construed to require that such number shall act or be present for the conduct of business of such Committee. Those present shall be authorized to cast no greater number of votes for the party they represent than the number of the other party, if the other party has a smaller representation present. It is intended that regular Committeemen will be appointed by each party, but that alternates may be named, provided such alternates have the authority to act and vote.

(4) In the event the Joint Labor Relations Committee fails to make recommendations on any matter or the recommendation of the Committee is not acceptable to the Company or any signatory Union, it shall be referred immediately to either the Permanent Arbitrator or a Special Arbitrator whose decision shall be rendered promptly in writing and shall be final and binding. Disputes involving rejection, discipline or discharge of any unlicensed crew member, overtime, payoff, food, repair, a particular department's working rules, strikes, stoppages of work, lockouts or Section 21 shall be referred to the Permanent Arbitrator. All other disputes shall be referred to a Special Arbitrator, who shall be selected on a case-by-case basis.

_____ shall serve as the Permanent Arbitrator for the term of the Agreement, except that either party may, by giving written notice at least thirty (30) days prior to any contract anniversary date (July 1), terminate the Permanent Arbitrator. Within thirty (30) days after such notice, the parties shall select a replacement for the Permanent Arbitrator, following the procedures set forth below for the selection of a Special Arbitrator. Decisions by the Permanent Arbitrator shall be made not later than ten days after submission of the dispute and, if possible, before the vessel sails, if it is in port at the time of such submission.

Within thirty (30) days of the referral of a dispute for resolution by a Special Arbitrator, the parties shall attempt to

agree upon a Special Arbitrator. In the event the parties are unable to agree within such thirty-day period, any party may solicit a list of nine individuals from the Federal Mediation and Conciliation Service and shall specify that the list shall be limited to arbitrators in Northern California, who have served as neutral arbitrators jointly selected by union and management in large multi-employer/union collective bargaining disputes in more than fifteen cases in the past ten years and each, the Union and the Company, after designating by lot who shall strike first, shall alternatively strike one name from the list so supplied. The remaining name on the list shall be designated as the Special Arbitrator for the dispute in question. Any individual on said list who has previously served as an employee, attorney or consultant for any of the parties to this Agreement shall be automatically excluded at the request of either the Union or the Company, and the Federal Mediation and Conciliation Service shall be requested to supply an alternate name to be included in the list.

The expenses and compensation of any Arbitrator shall be borne equally by the Pacific District or the Union involved and the Company. Arbitrators shall not have the jurisdiction or power to vary, alter or add to the terms of this Contract. Any decision shall determine only the issue or issues submitted to the Arbitrator for decision.

It is expressly agreed by the parties that the Pacific District-SIU shall make every effort to require their constituent members to scrupulously follow the procedures set forth herein and abide by all settlements and decisions reached. To this end, the Joint Labor Relations Committee shall, in addition to its other duties and responsibilities, meet at the request of either party to discuss and attempt to resolve any problems affecting the application of the Contract and the operation of the Grievance Procedure but shall not have the power to foreclose any signatory Union or the Company from submitting the dispute to the Arbitrator for final and binding arbitration decision.

Notwithstanding any of the provisions of the above paragraphs of this Subsection 10(a)(4), if the Joint Labor Relations Committee's decision is not acceptable to the Union initiating the grievance, any such Pacific District Union may submit the matter to arbitration, and the decision of the Committee shall not be considered to be of any force and effect.

Any Pacific District Union which does not desire to participate in any arbitration to consider the dispute shall not be bound by any decision in such arbitration, nor shall it be required to participate in paying any of the costs of such arbitration.

(5) Disputes relating to the discharge or rejection of unlicensed seamen shall be subject to the Grievance Procedure. If such a dispute exists, replacements, if required pending a determination as to the merits of the dispute, shall be ordered in accordance with the appropriate departmental rules. In the event the dispute cannot be resolved prior to the sailing of the vessel, the Union will provide a replacement promptly.

In the event the discharge or rejection is found to be unjustified, the employee concerned shall be reinstated promptly. If the vessel from which the employee has been unjustly discharged or rejected has sailed, such employee shall receive

subsistence, room allowance, base pay and transportation, if any is due, for the period determined by the parties or the Arbitrator. Once such determination is made, payment shall be made promptly.

(6) Disputes relating to manning scales of vessels covered by this Agreement shall not be subject to the Grievance Procedure, unless arising from a dispute as to the proper application of the manning scales as set forth in Appendix "A" of this Agreement.

(b) Immediate Grievance Resolution

Either party may, in addition to the procedures specified above, have the right to convene the Joint Labor Relations Committee to consider a grievance, the nature of which requires immediate disposition. The Committee shall meet as expeditiously as possible but in no event later than twenty-four hours after receipt of written notice of the meeting. The Permanent Arbitrator shall attend the meeting. In the event the Joint Labor Relations Committee deadlocks, the aggrieved party shall have the right to submit the issue to the Permanent Arbitrator immediately. The Permanent Arbitrator's award shall issue not later than five hours after the conclusion of the Joint Labor Relations Committee meeting, unless the aggrieved party waives such time limitation. If the Permanent Arbitrator determines that additional time or evidence is needed to make a final determination on a submitted issue, he shall have the power to grant any interim relief he considers appropriate pending a final decision on the issue. As part of the Arbitrator's award, he shall retain continuing jurisdiction for a period of four months to assure compliance with the award and he shall have the power to issue injunctive relief and damages if any party fails to comply with his decision. If the Permanent Arbitrator determines that the Company has failed to comply with his interim or final award after having a reasonable opportunity to do so, it shall not thereafter be a violation of the Agreement for the crew of any affected vessel or of any shore-gang to refuse to sail or work until compliance with the decision rendered by the Arbitrator has been obtained.

(c) Indemnification

If the Union is found in any legal proceeding to have violated its duty of fair representation based on the Union's decision not to arbitrate an employee's grievance, the Company shall indemnify the Union and hold it harmless for any sums assessed against the Union as damages for lost earnings, fringe benefits or other employment benefits; provided, however, the Company shall not be required to indemnify the Union for any sum resulting from a finding that the Union caused or attempted to cause the Company's action or inaction, which is the subject of such legal proceeding.

Section 11. Quarters and Equipment for Quarters

(a) Quarters shall be defined to mean all of the unlicensed crew's rooms and recreation rooms, messrooms and pantries, toilets, showers, and laundry rooms.

Passageways in and around crew's quarters shall be considered part of the unlicensed crew's area, provided such inclusion shall not result in restricting the use of such passageways by authorized personnel for legitimate ship's business nor add to or detract from existing departmental or other rules relative to

heating, ventilating, painting, maintenance, housekeeping, etc. No unauthorized people shall be allowed in crew passageways.

Weekly inspections of crew areas referred to in Subsection 11(a) shall be made by the Master and by the Steward of the vessel.

(b) Air conditioning and soundproofing shall be provided for crew's rooms, messrooms, recreation rooms and passageways. However, when machinery or equipment that causes noise is relocated or installed near the crew's rooms, the parties will determine if additional soundproofing is necessary.

(c) All quarters shall be adequately and suitably heated and ventilated. Any disagreements involving ventilation shall be referred to the parties.

(1) In sleeping quarters, at least one 16" oscillating fan will be provided where two men or less are quartered to a room.

(2) At least one 16" oscillating fan will be provided where three or more men are quartered to a room; provided, however, that at least two 12" oscillating fans will be sufficient where three or more men are quartered to a room on existing vessels until such times as replacements are required, at which time 16" oscillating fans will be furnished on a replacement basis. Where more than three men are quartered in a room, the parties will determine the number of fans of the size required.

(3) Three spare fans shall be provided at the beginning of a voyage, to be used as replacements, if required.

(d) Single bunks shall be provided (not tiered, unless approved by the Union). The minimum size for single bunks in all crew quarters shall be 39" x 78" unless otherwise agreed between the parties. It is understood that there is no intent to require the Company to change bunks on vessels now in service that may not conform to this minimum size.

Outlets for each bunk shall be located as close to the bunk as the U.S. Coast Guard regulations permit.

All Company-owned vessels and bareboat vessels chartered for more than six months shall have built-in bunks with innerspring mattresses, except for deviations that have been or may be approved by the parties.

(e) (1) Innerspring mattresses, mattress pads, mattress covers, two pillows (minimum size 20" x 26") with covers, bedspreads, white sheets, sufficient blankets, face towels (minimum size 18" x 32"), bath towels (minimum size 20" x 42"), soap and matches shall be furnished to men on request during the regular working hours from the man responsible for issuing such items. Men receiving such items shall be responsible for the safekeeping of same. Bed linens and towels are to be adequately supplied at all times.

When replacements become necessary, the above specifications shall apply.

Crewmembers joining a vessel shall, upon request, be issued a new pillow once per assignment.

(2) Mattresses shall fit the bunks. Blankets, sheets, and spreads shall be of good quality and of size adequate to fully cover the mattress, plus the usual excess to tuck under. After a foreign yard period, all mattresses shall be renewed when requested.

(3) Bed linen, towels and bedspreads shall be changed weekly. All linen, towels and bedding shall be in good condi-

tion. It shall be the duty of the Master to enforce this clause.

When bed linen, towels and bedspreads are not changed weekly, each member of the crew shall be compensated by payment of \$5 for each week these items are not changed.

(4) Any complaints regarding mattresses, pillows, bedding or towels shall be brought to the Employer's attention by the Union, and if after joint inspection it is deemed necessary, the item or items in question shall be changed.

(f) Hot and cold water shall be provided for wash bowls and showers with the understanding that the water will be supplied within a range of temperatures that will permit the normal use of such facilities.

(g) Washing Machines and Dryers

(1) On all ships, the laundry room shall be equipped with two heavy-duty, automatic commercial-type washing machines and two clothes dryers for the use of the unlicensed crew. These machines shall not be used for ship's laundry when such use interferes with normal crew use or be used at any time by stocktenders. As washing machine replacements are needed, such replacements shall be of the automatic, heavy-duty commercial type unless another type is approved by the parties.

The parties shall investigate and determine all questions regarding availability of space in laundry rooms and recommend suitable locations for washing machines and dryers.

(2) The Company shall be required to keep all equipment required by this Contract in good mechanical condition at all times. In accord with this principle, necessary spare parts as recommended by the manufacturer for servicing such equipment while at sea shall be stored on each vessel.

When only one washing machine or dryer is out of order, repairs, if they can be accomplished aboard ship, shall be commenced no later than the morning following the breakdown. When both washing machines or both dryers are out of order, repairs, if they can be accomplished aboard ship, shall be made irrespective of the time of day or week.

When any equipment cannot be repaired at sea, it shall be done in the first port where facilities are available and time permits.

(3) The laundry shall be equipped with an ironing board and steam iron.

(h) The quarters shall be equipped with medicine cabinets with mirrors. Each cabinet shall have a light over same, with an outlet for electric shaver. Individual glass holders and glasses to fit, bunk lights and outlets for each bunk, bunk shelves or baskets, and coat hooks and ashtrays shall also be provided.

(i) Knee-hole desks and transom settees or easy chairs shall be provided for all ratings. On retrofitted vessels where settees are now provided, each room shall also be equipped with a safety-type, straight back arm chair with a cushion seat.

(j) Lockers shall be provided and shall be of the following minimum size with such space available for crew's personal effects (24" x 24" x 72"), except for deviations that have been or may be approved by the parties.

(k) (1) All doors shall be supplied with cylinder locks, hooks, checks or automatic door stops.

All passageway doors leading in or out of crew's quar-

ters shall be equipped with a night latch lock, and any key that will open crew quarters will fit all such locks.

(2) Upon termination, it will be the responsibility of all crew members to turn in all company keys. Terminating crew members will leave their quarters free of debris and personal effects.

(3) Kickout panels will be provided wherever louvered doors are required for air conditioning. The louvered space shall be installed in such a way as to be removable.

(l) Decks in quarters, messrooms, recreation rooms and passageways shall be covered with asphalt tile or a comparable material.

Decks in showers, toilets, laundry room and pantries shall be covered with unpainted, non-corrosive, nonporous material. Bulkheads in showers shall also be covered with the same material. Toilet areas shall be covered with unpainted, non-corrosive, nonporous material at least four feet up from the deck and shall be provided with satisfactory drains. All pantries shall also be covered with the same material at least one foot above sinks, counters, and steam tables.

All quarters and messrooms with surfaces that require paint shall be painted at least once every year, or more frequently if necessary. In cases where rust appears, or when paint peels or where repair work has been done, they shall be painted when required. All quarters and messrooms shall be sougeed out when needed.

(m) All quarters and storerooms shall be kept free from vermin insofar as possible. If this provision is not fulfilled, the Company shall, on written complaint of the Union, be required to furnish exterminator service to eliminate vermin.

If the Union makes a claim that a vessel should be fumigated by the use of cyanide or other similar chemicals where it is necessary for the crew to leave the vessel while the fumigation is taking place and there is a disagreement between the Company and the Union as to whether the fumigation is necessary, the U.S. Public Health Service shall be requested to make such determination and its decision shall be final and binding on the parties.

(n) All vessels shall have a crew's recreation room equipped with the following:

(1) Adequate and suitable tables, settees or easy chairs, and safety-type, straight back chairs.

(2) Appropriate wiring for a television antenna.

(3) A single television receiver with not less than 25" color screen. Where television receivers with screens of less than 25" are presently being used, these sets will be replaced only when replacements become necessary. All replacement sets shall be 25" color televisions.

The Company shall not be responsible for expenses for maintenance and repair of television sets beyond the amount necessary for maintenance and repair resulting from normal operation and handling of the television set, except for damage resulting from fire or inclement weather. The Company shall not be responsible for damage caused by improper acts or use of the set by unlicensed personnel.

(4) A radio and radio antenna outlet.

(o) A television, television antenna and a radio antenna out-

let shall be provided in each crew member's room. Where antenna outlets are not available in crew quarters and crewmen desire to rig antennas, any disagreement arising as to manner or propriety of such rigging shall be referred to the parties.

(p) The unlicensed departments shall have access to the ship's telephone and satellite message communication system for personal e-mail when such equipment is available and at times that do not interfere with ship's business, the operation of the vessel or violate other labor organizations' jurisdiction. Crew members shall be required to pay all charges and costs including any overtime due to the operator in charge of the radio equipment.

The Company will provide a computer terminal dedicated to the use of the Crew, with a personal mailbox for each crew member, for the sending and receiving of email. Personal email, without attachments, will be transmitted without charge. All messages sent and received will be subject to the same rules and restrictions as those currently existing governing telegraphy communications from a Mobile Radio station. No business or commercial enterprise may be operated via crew email. This service is intended for the personal communications between a crew member and family and friends.

Where Matson maintains a LAN system the Company agrees to provide internet access on this computer in port prior to December 31, 2008.

(q)(1) Ship's hospital shall be supplied with furniture and equipment as required by the code of federal regulations; shall be always ready to receive sick or injured patients; and shall not be used for any other purpose except that the hospital may be used to house crew personnel when their quarters are being painted or repaired at sea. The hospital shall not be used as a storage area except for hospital supplies.

(2) All vessels shall be equipped with an intercom or signaling system between the hospital and the navigation bridge.

(r) On all vessels, cots shall be supplied for each man for sleeping on deck.

(s) All vessels shall be equipped with an automatic ice cube machine. Ice cubes shall be for use of all vessel personnel. As replacements are needed, an ice cuber with a minimum capacity of 450 pounds per day shall be provided.

(t) Sixteen-inch oscillating fans to provide adequate ventilation shall be installed in storerooms, workshops and galleys, except where hazardous or wet or damp conditions as defined by law prohibit such installations.

(u) The Company agrees to initiate a pilot program aboard one vessel testing the feasibility of satellite television.

The Company agrees to pursue a wireless digital television solution for all vessels.

(v) Problems with pay phones located at terminals are to be brought to the attention of the Company. Every effort will be made to have the terminal operator repair the phones.

Section 12. Messrooms — Unlicensed Personnel

(a) Only the unlicensed personnel shall be fed and allowed to use the crew's messroom.

(1) Shoreside personnel shall not have access to the night lunch in unlicensed crew's messroom.

(2) Shoreside personnel shall not use messrooms for

clerical work. However, this rule shall not restrict the use of the messrooms for crew business such as payoffs.

(3) All unauthorized shoreside personnel shall not be permitted in messrooms or passageways.

(4) It shall be the duty of the Master or, in his absence, the officer in charge of the vessel, to enforce this clause.

(5) Any exception to these rules shall be by mutual agreement between the Company and the Union.

(b) Each messroom will be separate and apart from the sleeping quarters, shall have air conditioning, and shall be provided with a minimum of two 16" oscillating fans, mechanical clock, hot plate, electric refrigerator, one four-slice automatic toaster, a breakfast cereal rack, vaculators and instant hot water heaters. On vessels with joint messrooms, there shall be provided four 16" oscillating fans, two mechanical clocks, two hot plates, and a minimum of two four-slice automatic toasters.

(c) A pantry shall be constructed large enough to have a dish rack, dishwasher, garbage disposal, sink, double hot plate, vaculator type (or equal) coffee maker and instant hot water heater.

(d) All dishes shall be crockery or glassware unless other types are mutually agreed to.

(e) When replacements are required on present vessels, all utensils, pitchers, bread boxes, condiment boxes, and fruit containers shall be of stainless steel.

(f) On all ships subject to this Agreement, refrigerators provided shall be of modern type and construction, shall have a capacity of at least seven cubic feet, and shall be equipped with a modern type, separate freeze compartment. Such minimum capacity shall be exceeded where conditions (such as size of messroom and number of crew using messroom) warrant a refrigerator of greater size.

(g) In all messrooms where other than swivel chairs are used, the safety type shall be provided. On new construction where swivel chairs are used or whenever replacements are necessary and swivel chairs are installed or replaced on existing vessels, the seat and back shall be the padded type.

(h) There shall be no sinks in the messrooms.

(i) Messroom tables shall have Formica table tops and shall not be less than 36" x 36" or, if round, shall have a surface area equivalent to a 36" x 36" table.

(j) There shall be seating for no more than three men to a table in messrooms. Meals for unlicensed personnel shall be scheduled so that men may be seated while eating. An additional table in unlicensed messrooms shall be provided to permit Steward Department personnel to be seated while eating.

(k) There shall be a microwave available to the unlicensed crew at all times in either the messroom or the lounge.

Section 13. Provisioning, Storing, and Feeding

(a) The Employer agrees to amply provision all vessels operated by it for the contemplated voyage, both in regard to quantity and quality, and sufficient to comply with standards in accordance with the provisions of this Agreement.

(1) An adequate supply of fruit juice shall be provided for the unlicensed personnel. Fresh milk, dairy products, fruit and vegetables will be furnished at every port where avail-

able and, if supply is available, a sufficient amount will be obtained to last until the food would, with ordinary good care, spoil. Shore breads shall be furnished at all U.S. ports where available. Frozen foods shall be considered the equivalent of, and shall serve the same purpose as, fresh foods. When up to American health standards, milk, dairy products, vegetables, meat, fish, bread, fruit, and ice shall be bought in foreign ports when needed.

(2) Ports at either end of the Panama Canal will not be considered ports of call for the purpose of this Section when vessels are transiting the Panama Canal.

(3) The Joint Labor Relations Committee shall have the responsibility of recommending to the parties a full storing list to be used as a guide toward uniform feeding practices aboard Company vessels. This list shall include the minimum acceptable standards for canned goods and they shall have the responsibility of noting any food items by brand that do not fall within the accepted standards. The parties shall at all times have the power to accept or reject recommendations of the Joint Labor Relations Committee. The Employer will supply a type of canned fresh milk subject to the Committee's recommendation.

(4) Grade of beef to be supplied aboard Company vessels shall not be less than "U.S. Choice."

(5) Night lunches shall consist of the usual daily variety of luncheon meats, cheese, lettuce, tomatoes, sliced onions, milk, fruit juices, ice cream and Jell-O. Boiled eggs shall be supplied three times per week. Canned items such as sardines, salmon, tuna, corned beef, and Vienna sausage shall be alternated. Available cold cooked meats remaining from the lunch or evening meal will be placed out.

(b) The ship's stores, refrigerators and storerooms shall have adequate space to store the provisions for the contemplated voyage. Under no conditions shall there be any cargo carried in the ship's storerooms and/or refrigerators.

(c) Exceptions to this rule shall only be made when agreed to by the Union and the Employer.

(d) The Employer agrees, when stocking medicine chests, to include the latest medicines required by law for ship's medicine chests and by the Joint Labor Relations Committee which shall be furnished free of charge to seamen in need of same. The rules of the U.S. Public Health Service shall be observed with respect to dosage and administration.

(e) The parties shall establish a minimum list of good quality name brand "union made" items which must be carried in the "slop chest."

All vessels shall maintain a Slop Chest from which items will be sold on a basis of cost plus 10%. Included in the Slop Chest will be telephone calling cards sold on an actual cost basis. The actual cost and sale price of Slop Chest items shall be posted.

(f) U.S. postage stamps will be placed aboard all vessels and made available to crew members.

In major ports, arrangements shall be made to mail letters for crew members prior to the departure of the vessel. Crew members shall pay the Master the postage of any letters for mailing and the crew member shall deliver the letters to the

Master during regular business hours but not when the Master is performing arrival or departure duties with shore officials.

(g) Crew mail will be given to ship's delegate(s) for distribution.

Section 14. Maintenance and Cure — Unearned Wages

(a) Crew members are entitled to maintenance and cure, on account of injury or illness incurred in the service of the ship, and shall be paid maintenance at the rate of \$16.00 per day.

Under the above provision, wages, maintenance and cure shall be paid promptly on presentation of a medical record indicating generally the nature of the illness or injury.

Wages, maintenance and cure shall not be withheld in any case merely because the claimant has also submitted a claim for damages or has filed 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.

(b) When crew members are hospitalized in foreign countries and awaiting repatriation, they shall be advanced the sum of \$16.00 per day for lodging and subsistence with the understanding that they do not receive any money from the U.S. Consular authorities for the same purpose. If the employing Company is required, nevertheless, to pay lodging and subsistence because the \$16.00 advance is not used by a crew member for this purpose, the advance may be offset against wages earned or unearned, up to but not exceeding the sum of \$16.00 per day. If the crew member is unable to obtain lodging and subsistence for \$16.00 per day, the Company will furnish the same, but will not be obligated to pay the \$16.00 in addition.

(c) In the event a crew member must leave his vessel because of illness or injury incurred in the service of such vessel in a foreign port, he shall receive \$16.00 a day maintenance and cure until he receives transportation.

(d) In such cases where the seaman leaves his vessel due to illness or injury incurred in the service of the vessel, he shall receive a full statement of his account showing wages due him, excepting overtime and penalty payments.

(e) When the seaman presents himself to the agent at the port where he left the vessel, the maximum allowable payment shall be made to him by the Company's agent, without delay, if he requests same.

(f) When the seaman presents his claim for wages to the agent or office of the Company, he shall receive payment as promptly as possible.

(g) If the Company fails to live up to these rules, the man shall receive \$16.00 a day until the full wages due him at the time he left the vessel are paid. There shall be no duplication or pyramiding of the \$16.00 per day.

(h) In the event a seaman becomes ill or injured and a doctor issues other than a "Fit for Duty" slip, the seaman shall not be turned to until he has been declared "Fit for Duty." The term "Fit for Light Duty" shall not be recognized by the Employer or the Union. The term "Fit for Light Duty" shall be considered the same as the term "Unfit for Duty," and, when a seaman is on a "Fit for Light Duty" status, he shall not be required to work. The Company shall have the right to have a seaman reexamined whenever an "Unfit for Duty" or "Fit for Light Duty" slip is issued by a doctor. Questions of repatria-

tion shall be governed by Section 17.

(i) The Employer may not refuse to pay maintenance and cure under the following circumstances.

When a dispute arises between two Employers concerning which should pay maintenance and cure, the seaman shall make demand on the Company that last employed him and that Company shall pay. The Companies shall settle between themselves any question of ultimate responsibility.

(j) When a registrant is denied employment for medical reasons, he has the right to a second opinion at a facility agreed upon by the parties and, if the second opinion overrules the Medical Center doctor and gives the registrant a "Fit for Duty" slip, he shall be assigned to the job.

In the event the ship has sailed, the registrant involved shall be awarded ten days' wages.

(k) If a crew member is hospitalized, the Company will honor a letter signed by the crew member, assigning to a beneficiary designated by him, in accordance with the regulations covering allotments, all or a specified portion of unearned wages, if any, due said crew member.

(l) Voyages to Hawaii, Guam, Puerto Rico or any voyage on coastwise articles of 14 days or more shall be considered the same as foreign for the purpose of unearned wages for the pay period covered by the coastwise articles.

(m) Any member who collects maintenance and cure during a TRIP/OFF shall forfeit the right to return to the vessel under the TRIP/OFF procedure.

Section 15. General Duties, Emergency Duties, Drills, Firefighting

(a) General Duties

Crew members in the unlicensed departments shall perform the customary recognized duties of their department; crew members shall perform only the recognized and customary duties of their particular rating, except as provided under Section 5(d).

(b) Emergency Duties

(1) Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels in jeopardy and the lives therein, shall be performed at any time without extra compensation. Emergency will be deemed to exist when all hands are summoned by the general alarm and shall continue until the crew is officially dismissed.

(2) In the event all hands are not called in an emergency, all men off watch shall be paid overtime for any work performed.

(3) This rule shall not adversely affect any salvage claim the crew might otherwise be entitled to under maritime law.

(c) Drills

(1) At sea the vessel shall not schedule lifeboat drills prior to noon except where unavoidable in order to be in compliance with the law; provided, however, that on trans-Pacific ships the first drill of each voyage may be held prior to noon, and on shuttle ships the first drill after a replacement is made to the 12:00 to 4:00 watch may be held prior to noon.

(2) At sea when lifeboat or other drills are held on Saturdays, Sundays or holidays, the overtime rate shall be paid for such work. On motor vessels, crew members not on duty shall

be paid at the overtime rate if drills, including safety indoctrination, for all time spent in such meeting that exceeds one hour except when U.S. Coast Guard inspectors are on board and run the drill.

(3) In port when lifeboat or other drills are held on Saturdays, Sundays or holidays, the overtime rate shall be paid for such drills unless it is the day of departure, in which case it shall not be considered penalty.

(4) In port all men working between midnight and 8:00 A.M. shall be excused unless required to participate by the U.S. Coast Guard Inspector. In port the time of lifeboat drill shall be posted by 3:00 P.M. the day previous.

(5) In the event the "emergency boat crew" is called out to perform drills not required by law, all men off watch required to participate in such drill shall be paid overtime for any work performed.

(d) Firefighting Certification

The parties agree that each crew member must have firefighting certification as required by STCW.

(e) Lifeboat Drill Safety

The parties agree that sailors shall not be required to enter lifeboats during any part of a lifeboat lowering operation drill except as boarded within a safe distance from a launch at the waterline or a lifeboat embarkation ladder.

Section 16. Lodging and Subsistence

In Port

(a) In port, if board and living quarters are not furnished, subsistence allowance amounting to \$47.00 per day (\$8.00 for breakfast, \$15.00 for lunch, and \$24.00 for dinner) and a room allowance of \$49.00 per night shall be paid each unlicensed crew member, or crew members shall be paid the actual cost of lodging and subsistence upon the submission of receipts for same.

(1) After men are dispatched to a vessel and such vessel is not feeding meals, they shall be entitled to subsistence for any meals that could have been served at or after the time they are dispatched, provided they are accepted by the Company and report on their first payroll day.

(2) When ships are laid up and the crew paid off and dismissed prior to the supper meal, no allowance shall be paid for supper or lodging for that day.

(3) When vessels are laid up and the crew is paid off prior to the evening meal, crew members who are required to work after 5:00 P.M. shall be entitled to subsistence for meals not served during the period of this overtime employment. If such crew member works four or more hours after 5:00 P.M., he shall receive lodging.

Crew members working during the period between midnight and 8:00 A.M. on the day of lay-up shall receive lodging if quarters are not available to them for sleeping during the day of lay-up.

(b) Room allowance shall be paid when vessel is in port, and:

(1) a. When heat, lighting facilities, regular facilities, regular sanitary facilities, or hot water facilities are not available when they come off duty. Men on day work shall not be considered off duty during meal hour breaks.

b. While men are off duty and when heat, lighting facilities, regular sanitary facilities, or hot water facilities are not available for three hours or more.

c. No more than one lodging claim shall be paid to any man in a 24-hour period.

(2) When the unlicensed crew rooms, showers or toilets have been painted and the paint is not dry.

(3) At all times when vessel is on dry dock overnight. (Overnight shall mean any time after 5:00 P.M. and before 8:00 A.M.)

(4) When repair work such as chipping, welding, riveting, hammering, sandblasting and/or pounding, or other operations of a similar nature causing noise are being performed on board the vessel within 100 feet of the ship's house or on the dock within 50 feet of the ship's house between the hours of 6:00 P.M. and 8:00 A.M., the regular lodging allowance shall be paid.

(5) When repair work such as chipping, welding, riveting, hammering, sandblasting and/or pounding, or other operations of a similar nature causing noise are being performed on board the vessel within 100 feet of the ship's house or on the dock within 50 feet of the ship's house between the hours of 8:00 A.M. and 5:00 P.M., the regular lodging allowance shall be paid to men on watch between midnight and 8:00 A.M., which includes the 12 to 4 and 4 to 8 watches when sea watches are set.

(6) When a vessel is being fumigated by use of cyanide or other similar chemicals, where it is necessary for the crew to leave the vessel, and not cleared before 9:00 P.M., lodging allowance shall be paid to all unlicensed crew members. If fumigation work is done between 8:00 A.M. and 5:00 P.M., only those unlicensed crew members who worked between midnight and 8:00 A.M. prior to such fumigation work shall be entitled to lodging.

(7) Livestock: When livestock such as pigs, cows, etc. are carried and when continuous discharge of such livestock is not commenced within 24 hours at the port of destination after clearance by quarantine or port officials, the crew shall receive lodging money for each day such livestock is kept on board and also when the area where livestock are carried is not cleaned every 24 hours or cleaned immediately after discharge. Area shall be defined to mean that portion of the deck around or under the livestock vans or pens that can be cleaned and washed down without wetting the livestock or the confines of the van or pen. Where port regulations do not prohibit a wash down, the livestock area shall be cleaned and washed down and drained overboard every 24 hours. The provisions of this Subsection shall be also applicable to a self-contained livestock container.

(8) a. Garbage on Freighters: In port, except where garbage is stored in the garbage room, all garbage shall be stored in watertight containers covered and deodorized and shall be stored midway down the after deck on offshore side when decks are clear. When vessels have deck loads, garbage will be stored as near to this location as the deck load permits and will be moved after every 24 hours.

On all ships where garbage is stored on deck, all garbage

shall be dumped and garbage containers washed as soon as vessel leaves the confines of any harbor unless prohibited by law or government regulation.

When the above rules are not adhered to, the men quartered in the rooms on that deck immediately adjacent to where garbage is stored will be compensated at the lodging allowance.

Garbage stored in garbage rooms shall be dumped no later than the day following the day the vessel leaves the confines of any harbor unless prohibited by law or government regulation.

b. Garbage on Passenger Ships: In port, on passenger ships not equipped with a garbage room, garbage will be removed from the vessel every 24 hours when a shoreside scavenger service is available.

c. Garbage generally: When garbage is stored in garbage rooms, the garbage rooms shall be kept clean and deodorized at port and at sea.

(9) When decks are clear and where the unlicensed crew's quarters are on the main cargo handling deck, and when the time at sea is 20 hours or more, the main or cargo handling deck and passageways around the outside of the unlicensed crew's quarters shall be washed down within 20 hours after departure from port. Departing West Coast ports for Hawaii decks shall be cleared and there shall be a complete stem to stern washdown including the house. The same shall apply when departing Hawaiian ports for the Mainland. On foreign voyages this provision shall apply upon departure from the last U.S. port and departure from the last foreign port. No washdown is required between the San Francisco Bay Area and Los Angeles/Long Beach.

(10) On layup of any vessel, if a crew member is dispatched to turn to between 12:00 midnight and 8:00 A.M., the crew member shall receive clean linen or the lodging allowance set forth in Subsection (a) of this Section if the crew member is not furnished clean linen.

At Sea

(c) (1) At sea, except for forward of 100 feet and aft of 100 feet of the ship's house, work causing noise, such as chipping scaling, sandblasting, welding, riveting, shall not commence until the 12 to 4 P.M. watch has been called.

If such work, as stated above, is performed before the 12 to 4 P.M. watch is called, lodging allowance in the amount of \$10.00 shall be paid to the men who stood watches between midnight and 8:00 A.M. When noise is caused by non-ship's personnel, a lodging allowance of \$40.00 shall be paid.

This rule shall not apply during any emergency or during the routine overhauling or maintenance of ship's cargo gear.

(2) When livestock, such as pigs, cows, etc. are carried, the deck area where such livestock are carried shall be cleaned, washed down, and drained overboard once every 24 hours, weather permitting. Area shall be defined to mean that portion of the deck around or under the livestock vans or pens that can be cleaned and washed down without wetting the livestock or the confines of the van or pen. If the area is not cleaned, washed down, and drained overboard as provided above, the lodging allowance of \$10.00 shall be paid

to all hands.

(d) In the event a crew member feels he or his department or entire unlicensed crew is entitled to a lodging allowance under paragraph (b) above, subsections (1), (2), (4), (6), (7), (8), and paragraph (c) above, subsections (1) or (2), of this Section, he shall report such claim promptly on the approved form to his department head at the time the incident leading to the claim occurs. If the department head is not available, the claim shall be prepared in duplicate and one copy shall be signed by the department head or senior mate or engineer on duty and returned to the crew member at the time the lodging claim is filed.

Standard claim forms shall be provided by the Company and made available in ample supply through the Master's office to the three unlicensed departments. In the event the claim form is not submitted in the manner stated above, the Union will have the obligation of proving that the condition requiring the payment of lodging actually existed and, when proven, the lodging claim will be payable.

Section 17. Transportation

(a) When unlicensed crew members are separated from a vessel because of illness or injury incurred in the service of a vessel (except on account of willful misconduct, desertion, or failure to join), they shall be paid wages, as well as subsistence at the rate of \$15.00 per day when subsistence is not furnished, and coach class transportation back to the port of engagement unless the attending physician determines first class transportation is necessary due to the nature of the injury or illness.

When unlicensed crew members are separated from a vessel because of its being sold, laid up or withdrawn from service, or in the case of shipwreck or disaster necessitating the abandonment of ship, they shall be paid wages, as well as subsistence at the rate of \$15.00 per day when subsistence is not furnished, and first class transportation (except air transportation shall be coach transportation back to the port of engagement regardless of the duration of the flight).

Unlicensed crew members separated from a vessel because of completion of shipping rule time, and vessel not proceeding to original port of engagement, shall be entitled to transportation as provided above (except air transportation shall be coach transportation regardless of the duration of the flight).

Unlicensed crew members returning to a vessel after a temporary lay-up, when transportation was payable on separation, will be entitled to return transportation.

(b) First class transportation is defined to mean:

On Land

(1) First class jet air transportation. When traveling by air, if first class transportation is not provided, when available and determined necessary by the attending physician, for unlicensed crew members separated from a vessel because of illness or injury, the unlicensed crew member shall receive the difference in cash between jet first class air travel and whatever class furnished.

(2) Bus facilities may be used when first class transportation by rail or air is not available.

Over Water

When sea transportation must be furnished, at least cabin

class accommodations shall be furnished. If this standard is not furnished, regular lodging allowance shall be paid for each such night not furnished.

Under this Section, when traveling over land or over water, unlicensed crew members shall have the option of traveling by air.

Coach transportation is defined to mean regular coach seating with the same meals furnished to regular coach passengers that are provided by commercial airlines.

(c) Unlicensed crew members paid off under these conditions shall instead of transportation, wages and subsistence receive the prevailing coach airfare (as defined above) plus tax, plus \$30.00 or limousine expenses. Reasonable limousine and taxi fares exceeding \$30.00 shall be reimbursed upon submission of receipts.

(d) No transportation shall be allowed should a man be discharged by mutual consent, except as provided in Section 7(b) hereof.

(e) When transportation is paid at the termination of articles or termination of the voyage, this shall constitute a termination of employment except on temporary lay-ups as provided for in the Shipping Rules of each department.

(f) When crew members are entitled to transportation back to the port of engagement, they shall have at all times the option of receiving cash in lieu thereof based on Section 17(c).

(g) When an unlicensed crew member is separated from a vessel for sickness or on account of injury or illness incurred in the service of the ship (except on account of willful misconduct), he shall, between U.S. ports (including after arrival in U.S. ports by repatriation from a foreign port), be entitled to the option of cash instead of transportation, wages and subsistence, set forth in Section 17(a).

(h) A sick or injured crew member who is entitled to repatriation at the expense of his vessel shall be entitled to receive transportation in accordance with Section 17(b). If a man is sick or injured in the service of his vessel and such sickness or injury requires that he leave the vessel for hospitalization in the United States, the Company will provide coach class transportation back to the port of engagement unless the attending physician determines first class transportation is necessary due to the nature of the injury or illness. A sick or injured crew member who is entitled to repatriation under this Section shall be provided transportation from the airport or dock to the hospital by Company car or taxi. When possible, the Union shall be notified of the arrival time of crew members who are to be hospitalized.

(i) Compensation for Loss of Effects: In the event of fire, shipwreck or loss of vessel and the unlicensed crew member sustains partial or total loss of clothing or personal belongings, compensation not to exceed \$2,500.00 will be paid to each such unlicensed crew member.

It is understood that the foregoing provision is intended to be recoverable either from war risk agreements or from the Company but, in any event, only to the extent of the loss.

(j) Any man dispatched to join a vessel laying at outlying docks or outports on the Pacific Coast shall be paid transportation fares as set forth in Appendix "B". The rates set forth in

Appendix "B" shall be updated annually, upon the anniversary date of this agreement, to reflect the current actual fares. Any man who completes his time aboard a vessel shall be paid transportation fares as set forth in Appendix "B." No one shall be paid transportation who quits, is fired or takes a trip off.

(k) When a job is called in Port A and cannot be filled in such port and the Company agreed that it be filled by another port, the Company shall pay all reasonable transportation, which expense must be supported by vouchers, from the Union hall where the job is filled to the vessel, plus wages and expenses.

(l) When unlicensed seamen are assigned to a new vessel under construction or to a vessel under major retrofitting, and lodging is not furnished aboard the vessel, and men must travel to lodging accommodations, they will be reimbursed the actual cost of transportation upon presentation of a receipt, unless the Company provided transportation. For purposes of this Section, transportation reimbursement will not be made for any further than the closest available accommodations to the vessel's location at the time.

(m) Regular baggage charges for the first and second bag shall be reimbursed by the Company, except for items that must be declared for Customs.

(n) On Employer-controlled vessels, when joining or leaving a vessel, an unlicensed seaman shall be permitted to drive an auto or taxi to the gangway in order to transfer personal effects at times when cargo operations are not being conducted.

Section 18. Ship-to-Shore Boat Service and Restriction to Ship

(a) When a vessel arrives from sea (as provided in the arrival provisions of the Work Rules of each unlicensed department) and anchors for a stay of more than eight hours at anchor, the Company shall furnish round-trip ship-to-shore service when weather permits and launch service is available providing shore leave is permitted.

Commercial boat service shall be defined as service provided by a firm in the business of transporting passengers or crew between ship and shore using equipment of sufficient size and designed to safely transport crew members to and from the ship.

The following launch schedule shall apply:

From Ship to Shore:

12:30 A.M.

4:30 A.M.

8:30 A.M.

1:30 P.M.

4:30 P.M.

6:30 P.M.

8:30 P.M.

From Shore to Ship:

11:30 P.M. or earlier, if necessary

3:30 A.M. or earlier, if necessary

5:30 A.M. or earlier, if necessary

7:30 A.M. or earlier, if necessary

11:30 A.M. or earlier, if necessary

3:30 P.M. or earlier, if necessary

7:30 P.M. or earlier, if necessary

The shore-to-ship schedule shall be determined by the time it takes the launch from shore to ship. The launch shall leave the shore in time to arrive at ship at least 15 minutes before the watch or day workers go on duty.

If such service is available and is not provided, the provisions of paragraph (c) of this Section shall apply.

When vessels on a fast turnaround agreement are waiting tide of two hours or more, launch service shall be furnished provided men are otherwise permitted to go ashore.

When vessels arrive in San Francisco Bay, launch service will be furnished when vessels are proceeding directly to Stockton, Sacramento, Selby, Redwood City or Crockett, provided men are otherwise permitted to go ashore.

(b) Restriction to Ship: Where local government restrictions prohibit shore leave, such orders must be in writing from responsible authorities and shall be posted on the vessel bulletin board and entry made in the ship's log book. Under the above circumstances, the Company shall produce a copy of the government restriction order when the crew is paid off.

If it is not possible to get a copy of such restriction order, the Master will prepare a letter stating the terms of restriction for presentation to either the agent of the government or military and if such agent acknowledges receipt of such letter, this will be ample proof of such restriction. It is incumbent upon the Master to show the delegate a copy of such letter. A letter from the Company's agent or the unsupported statement of the Master will not suffice.

(c) If, for any reason within the exclusive control of the Master or the Company, members of the unlicensed crew who would otherwise be entitled to shore leave are required to remain on aboard a vessel in a safe port when the vessel is alongside the dock or at safe anchorage, they shall receive overtime for all hours while off watch when they are deprived of shore leave. This shall not apply in cases of emergency.

Section 19. Holidays

The following days shall be recognized as holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Presidents' Day (formerly Washington's Birthday)
- Memorial Day
- King Kamehameha Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

When these holidays fall on Saturday or Sunday, the following Monday shall be recognized in lieu thereof.

In port, overtime shall be paid for all work performed on a holiday. At sea, the Working Rules of the department shall govern.

When in any port of the United States, unlicensed personnel shall be granted any additional holidays granted by the Employer to the longshoremen in such ports. Overtime shall be paid when required to work on such holidays.

In addition to the foregoing provision, the unlicensed personnel shall also be granted a three-hour holiday between 12 noon and 3 P.M. on Good Friday when in port in those states where longshoremen are not granted such a holiday between 12 noon and 3 P.M. Overtime shall be paid when required to work during such hours on Good Friday.

When a vessel is in an American port on a general city, county, state or federal Election Day, employees who are qualified voters in that area shall be afforded two hours to vote.

In the event the national holiday structure is changed, the matter will be negotiated at that time. In any event, days named as holidays in this Section will be recognized once for each holiday listed.

The Company agrees that, if Cesar Chavez's Birthday becomes a national holiday, it shall become an additional holiday under this Agreement.

Section 20. Sailing Board

(a) On days of arrival, if the vessel's stay in port will be 14 hours or less, the sailing time shall be posted 30 minutes after arrival. When the vessel's stay exceeds eight hours, the sailing time shall be posted eight hours prior to scheduled sailing before midnight. If scheduled sailing is between midnight and 8:00 A.M., sailing time shall be posted not later than 4:00 P.M.

(b) When a vessel arrives on a weekend between 4:00 P.M. Friday and 8:00 A.M. Monday and is scheduled to sail prior to 8:00 A.M. Monday, the sailing board shall be posted no later than 60 minutes after arrival. When a vessel arrives on the day before a holiday after 4:00 P.M. or on a weekday holiday and is scheduled to sail prior to 8:00 A.M. the first business day after the holiday, the sailing board will be posted no later than 60 minutes after arrival.

(c) The sailing board shall be posted no later than 4:00 P.M. on Friday when a vessel is scheduled to sail on a weekend between 4:00 P.M. Friday and 8:00 A.M. Monday. The sailing board shall be posted not later than 4:00 P.M. on the day before a weekday holiday when a vessel is scheduled to sail between 4:00 P.M. on the day preceding the weekday holiday and 8:00 A.M. on the first business day following the weekday holiday.

(d) If for any reason the sailing board is not posted in accordance with the three paragraphs above, any crew member who is not on watch or otherwise working shall be free to go ashore until his next regular watch or work assignment. If crew members are left behind as a result of this clause, the Company shall be responsible for any expense of the crew member to rejoin his vessel, including transportation, subsistence, lodging, base pay and automatic overtime, including Saturday, Sunday, and holiday watch overtime or penalty time, and after 5:00 P.M. and before 8:00 A.M. port watches.

(e) If sea watches are not set at midnight the day of sailing and the ship sails prior to the time the watchstander is required to report back to his watch, and if crew members are left behind as a result of this clause, the Company shall be responsible for any expense of the crew member to rejoin his vessel, including transportation, subsistence, lodging, base pay and automatic overtime, including Saturday, Sunday and holiday watch overtime or penalty time, and after 5:00 P.M. and before 8:00 A.M. port watches.

(f) If, after the sailing board is posted, the vessel shall sail early, the Company shall be responsible for any expense to rejoin the vessel of the crew member who is left behind, including transportation, subsistence, lodging, base pay and automatic overtime, including Saturday, Sunday, and holiday watch overtime or penalty time and after 5:00 P.M. and before 8:00 A.M. port watches.

(g) The Company shall use a sailing board of such construction that it will protect against changes being made except by authorized personnel. The sailing board shall be posted with meridian time.

(h) When sea watches are set, unlicensed crew members shall be required to report on board not less than one hour before time posted on sailing board.

(i) If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the new time of departure shall within 30 minutes be posted on the board or the board canceled. If such delay exceeds one hour or the sailing board is canceled, the men off duty may be dismissed and shall receive two hours' overtime for such reporting for the early hour preceding scheduled sailing time.

(j) At ports where shore leave is permitted and the sailing board has not been changed or canceled and if the vessel does not sail within one hour after the time posted on the sailing board, the men off duty shall receive the two hours' overtime for reporting for the early hour preceding scheduled sailing time and additionally the men off duty shall receive for being detained aboard continuous overtime from one hour past the scheduled sailing time to departure time, and such time is to be computed in not less than half-hour periods.

(k) For sailing board purposes, "departure time" shall mean "last line off dock" or "anchor aweigh."

(l) Emergency Information Board: When a vessel is in port and moored at a dock, an Emergency Information Board shall be posted adjacent to the gangway. Such board shall provide telephone numbers for a hospital, doctor, ambulance and fire department. If a telephone is not installed on or near the vessel, the location of the nearest telephone will be posted on the Emergency Information Board. If a telephone is not placed aboard the vessel and made available for the crew's use, a pay telephone will be installed as close to the ship as practicable on company-controlled terminals.

Section 21. War Zones

The Union may demand special negotiations to increase wages, bonuses, war risk insurance or other special benefits with regard to any vessel going into an area it claims is rendered unsafe by virtue of hostilities or possible hostilities. If the parties are unable to reach agreement before such a vessel is scheduled to enter such an area, all issues may be submitted to arbitration before the Arbitrator pursuant to the provisions of Section 10(a)(4) without the necessity of prior proceedings in Steps 1, 2 and 3. The Arbitrator shall be empowered to issue an interim decision applicable to any vessel then in or entering such an area prior to the issuance of any final award.

The Union agrees that no sailing shall be delayed because of failure to reach a prompt agreement, but that, if it becomes necessary, the prescribed steps for adjustment of the dispute

shall be followed subsequent to the vessel's departure.

The Employer will continue in effect for crew members War Risk Insurance as described in General Order 75 (revised) Part 308, as printed in the Federal Register issue of February 28, 1957, including the provisions of Article 17 relating to detention and repatriation benefits, including wages, transportation, allotments and other benefits as provided in said Article 17. If such insurance is no longer available during the life of this Agreement, the subject of protection for internment (detention and repatriation) shall be open for special negotiations.

The War Risk Insurance for the Vietnam area as described in Supplementary Agreement dated May 21, 1965, shall provide maximum War Risk Insurance benefits of \$20,000. It shall be the responsibility of the Employer to provide the necessary beneficiary forms for War Risk Insurance.

When in a war zone area, a sick or injured seaman confined to a hospital or waiting for repatriation in the area of the vessel's location shall not be considered separated from the vessel until the vessel sails or the seaman leaves the port, whichever occurs first.

Prior Port Committee or Joint Labor Relations Committee decisions, signed by both parties, arbitration awards, and interpretations mutually agreed to by the parties relating to War Bonus agreements will be applicable in any dispute under Section 21.

Section 22. Explosives

(a) On vessels carrying "explosives" in 50 short ton lots or over, as permitted by law, the Company agrees to pay members of the unlicensed crew, in addition to their regular basic wages, 10% of said wages per month while such cargo is on board the vessel or is being loaded or discharged.

When 50 short tons of explosives are carried, the 10% bonus provided above shall be paid from the time the loading of explosives begins until the time the explosives are discharged.

(b) **The term "explosives" in accordance with the regulations used in this Section are defined to mean Class 1 explosives according to the Pipeline Hazardous Materials Administration of the Department of Transportation. The Class 1 explosives are inclusive as follows:**

1.1 Explosives (with mass explosion hazard).

1.2 Explosives (with a projection hazard).

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

(c) The straight-time rate for the handling of explosives shall be as per the ILWU/PMA agreement in effect at the time.

(d) If, during the term of this Agreement, it is considered necessary to cover the handling of radioactive material which may be classified as dangerous, the subject will be negotiated and any settlement reached will be included as part of this Section.

Section 23. Sulphur

When sulphur in amount of 25% or more of the deadweight carrying capacity is carried on a vessel, each member of the crew shall be paid \$25.00 per voyage.

Section 24. Chemicals

(a) Crew members shall not be required to use carbon tet-

rachloride or other chemicals or compounds that by mutual agreement are defined as harmful in the manner of their use. Determinations by competent government agencies, such as U.S. Coast Guard, U.S. Public Health Service (or other agreed upon facilities if necessary), etc., or by other competent experts, that chemicals or compounds are harmful to use will be adopted by the parties.

(b) The parties to the agreement may appoint a committee composed of Union and Employer representatives to investigate the use of or exposure to harmful chemicals or compounds for the purpose of making recommendations to the parties.

(c) Because it may become necessary for crew members to handle or be exposed to hazardous material, the Company agrees to take the following steps:

(1) Material Safety Data Sheets required by law for hazardous materials will be available aboard the vessels for review by Union officials and crew members.

(2) The Dangerous Cargo Manifest will be available aboard the vessel for review by Union officials and crew members.

(3) A copy of the Emergency Response Guide Book will be provided for reference in the crew lounge.

(4) The Company agrees to provide proper protective wearing apparel and equipment when necessary for handling hazardous materials.

Section 25. Money Draws

(a) Monies tendered for draws in foreign ports shall be in U.S. currency or in traveler's checks, when not contrary to local laws, or the equivalent, at official rates of exchange where the issuance of U.S. currency or traveler's checks conflicts with existing laws. When the Company tenders traveler's checks, the Company shall not deduct any charge for the issuance of such checks. When the Company tenders U.S. currency and the crew member elects to have traveler's checks, the crew member shall pay the charge for the issuance of such checks.

(b) The Company will provide its vessels with U.S. currency for crew advances, where legal, of not less than 25 percent of the total base wages of the entire crew for a scheduled offshore voyage. As a safety factor, this formula will be applied to an additional number of days equal to 10 percent of the scheduled foreign voyage days. It is agreed this formula can be considered as having been adhered to by applying it against the total amount of U.S. currency received in ports outside of the United States and made available for crew advances during the course of a voyage. If legal, draws will be made 24 hours before vessel arrives in port, and every third day thereafter while vessel is in port. Draws may be made in accordance with the following formula:

(1) Compute wages to gross amount due.

(2) Compute overtime and other allowances such as bonus, cash lodging, etc. to gross amount due.

(3) Combine the above two for a total gross.

(4) Deduct the following:

a. Income tax on wages per Income Tax Schedule.

b. Income tax on overtime and other allowances at 22 percent of gross.

c. FICA tax.

d. CDI tax.

e. Previous advances.

f. Slop chest.

g. Allotment, if any.

h. Fines, if any.

(5) The total of 3 above, less the total of 4 above, is the net amount the man has accrued. Of this, he can draw up to 80 percent.

Section 26. Layoff

(a) When crew members of the unlicensed departments are laid off on a Saturday, they shall be paid their regular wages for the following Sunday, and Monday if it is a holiday. If laid off on Sunday, they shall be paid their regular wages for the following Monday, if it is a holiday.

(b) When a vessel is laid up Friday and reactivated on the following Thursday or before, wages will be paid for the intervening Saturday and Sunday, and Monday if it is a holiday.

(c) When crew members of the unlicensed departments are laid off and such layoff is caused as the result of a bona fide strike or work stoppage by a union which is not the collective bargaining representative of the unlicensed crew members, the unlicensed crew members will be paid their regular wages in accordance with subsections (a) and (b) above.

(d) No member of the unlicensed crew shall be laid off while the vessel is working cargo, except those crew members employed to render passenger service.

(e) When a ship is considered in commission, a full unlicensed crew shall be employed aboard the vessel.

Section 27. Effect of Execution of Contract

No existing standards shall be reduced by reason of the execution of this Contract.

Notwithstanding anything to the contrary herein contained and for the purposes of increasing or maintaining employment opportunities, the parties agree that any Union in the Pacific District and the Employer may, by mutual written agreement, amend or waive any provisions of this Agreement applicable to the employees it represents.

Section 28. Shipping Rules and Dispatch Halls

The jointly negotiated Shipping Rules, as approved by the parties hereto, shall be deemed a part of this Agreement. The furnishing of men by the Union halls shall be in accordance with these Rules, and there shall be no favoritism or discrimination in the hiring or dispatching or employment of any seaman who is qualified and eligible under the provisions of the jointly negotiated Shipping Rules. In filling vacancies, as they may arise, in ratings other than entry ratings, each Union agrees that it will call upon the others for qualified and eligible seamen with seniority and proper papers to fill any vacancy that is not filled by qualified and eligible seniority men in the department and Union initially concerned. In the case of entry ratings, the other Unions will be called on in the event the non-seniority list of the Union initially concerned is exhausted.

It is agreed that trusts shall be established for the SUP and MFOW Joint Employment Committees. The Trustees of each

Union's Joint Employment Trust shall have responsibility for the operation and maintenance of the dispatching halls as provided herein.

In order to partially defray the costs and expenses of the operation and maintenance of such halls, the Company will continue to pay per manday of covered employment contributions as previously agreed upon, and said Trustees shall apply the money so paid to the costs and expenses of operating and maintaining the respective halls. The Trustees shall receive and similarly apply payments made by nonmember Contributing Employers.

The Trustees shall adopt Regulations setting forth the terms and conditions under which the Trust shall disburse funds in carrying out its purpose of defraying the reasonable cost of dispatching Seamen to Contributing Employers. In developing the Regulations, the Trustees may consider the reasonable needs of the Contributing Employers for the prompt efficient dispatch of skilled experienced employees. The Regulations shall follow the methodology used in the past and shall thus base the reasonable dispatch cost on a lawful allocation of the Union's actual costs. The Regulations shall require that the Trustees retain an outside Certified Public Accountant to establish appropriate allocations. An established allocation shall continue in effect until the Trustees agree that one or more cost items require reallocation. In no event shall the Regulations permit payments in excess of the assets then in the Trust.

Section 29. Welfare

(a) The Company and other Contributing Employers will pay into the Welfare Funds a welfare contribution based on mandays of covered employment sufficient to maintain the welfare benefits heretofore negotiated by the parties and in effect on October 1, 1961. The amounts required to maintain such benefits shall be determined on a sound actuarial basis and shall be collected, apportioned, administered, and applied in accordance with the respective Welfare Agreements between the parties. Such contributions shall be made only to the individual fund concerned and may be adjusted by the Contributing Employers to meet the required benefit level, but in no event shall such contribution rate be reduced below \$1.10 (comprised of \$1.05 plus 5 cents for optical care) per manday of covered employment, as previously negotiated. Either party may grieve as to whether the amounts being contributed are sufficient to maintain such benefits on a sound actuarial basis.

(b) If the Unions, or any of them, elect to provide additional benefits above the level of those in effect October 1, 1961, they may do so by allocating contributions out of the economic benefits negotiated in the 1965-69 Agreement. Effective June 16, 1969, the welfare contributions for each Union shall be increased by 50 cents per manday for the purpose of purchasing new benefits. Should any of the three Unions choose to allocate their 50 cents per manday for purposes other than welfare, the 50 cents per manday shall be allocated as determined by the Union. The Contributing Employers shall not be obligated to maintain such additional benefits during the life of this Agreement. The determination to have and maintain such additional welfare benefits shall be made by the respective Unions, and such determination shall not result in any

adjustment of the level of benefits for any other Union, except by its own determination to provide such benefits.

(c) Effective June 16, 1972, the welfare contributions for each Union shall be increased by 50 cents per man per day for the purpose of purchasing new benefits. Each of the three Unions may elect to allocate all or any portion of the 50 cents per manday to their Joint Employment Committee. The Contributing Employers shall not be obligated to maintain any new benefits purchased with the 50 cents per man per day during the life of this Agreement. The determination to have and maintain such additional welfare benefits shall be made by the respective Unions, and such determination shall not result in any adjustment of the level of benefits for any other Union, except by its own determination to provide such benefits.

(d) Effective June 16, 1975, the welfare contributions for each Union shall be increased by 54.3 cents per man per day for the purpose of purchasing new benefits. Each of the three Unions may elect to allocate all or any portion of the 54.3 cents for other benefits, including pensions as mutually agreed to by the parties. The Contributing Employers shall not be obligated to maintain any new benefits purchased with the 54.3 cents per man per day during the life of this Agreement. The determination to have and maintain such additional welfare benefits shall be made by the respective Unions, and such determination shall not result in any adjustment of the level of benefits for any other Union, except by its own determination to provide such benefits.

(e) Effective January 1, 1976, the welfare contributions for each Union shall be increased by 50 cents per man per day for the purpose of purchasing a dental program. Each of the three Unions may elect to allocate all or any portion of the 50 cents per manday to their Joint Employment Committee. The Contributing Employers shall not be obligated to maintain any new benefits purchased with the 50 cents per man per day during the life of this Agreement. The determination to have and maintain such additional welfare benefits shall be made by the respective Unions, and such determination shall not result in any adjustment of the level of benefits for any other Union, except by its own determination to provide such benefits.

(f) Effective June 16, 1978, the welfare contribution for each Union shall be increased by \$3.00 per man per day for the purpose of purchasing new benefits or maintaining existing benefits purchased by the Union and which are not guaranteed by the Contributing Employers. The Contributing Employers shall not be obligated to maintain any benefits purchased or maintained with the \$3.00 per man per day during the life of this Agreement. The determination to have and to maintain such additional welfare benefits shall be made by the respective Unions, and such determination shall not result in any adjustment of the level of benefits for any other Union, except by its own determination to provide such benefits.

Each Union may elect that any or all of the money made available for welfare may be allocated for other benefits as mutually agreed to by the parties.

(g) It is agreed that the Welfare Funds of each Union shall be reviewed annually by either an independent actuary or Certified Public Accountant mutually acceptable to the parties.

(h) The SUP and MFOW agree that in the event that American President Lines either flags out its entire fleet or ceases to operate, Matson Navigation Company's contribution to the guaranteed portion of the MFOW Welfare Plan and the SUP Welfare Plan shall be changed from a benefit basis to a fixed contribution basis. The contribution rate shall be fixed at the dollar amount being contributed by Matson on the effective date of either one of these occurrences.

(i) The Company agrees to increase its contributions to the SUP, MFOW and SIU A&G Training Funds \$0.50 per manday effective July 1, 2002; \$0.50 per manday effective July 1, 2003; and \$1.00 per manday effective July 1, 2004.

The Company agrees to increase its contributions to the SUP, MFOW and SIU A&G Training Funds \$0.50 per manday effective July 1, 2013; \$0.50 per manday effective July 1, 2014; and by the same percentage increase as Wages and Wage Related Items effective July 1, 2015 and July 1, 2016.

The Company agrees to increase its contributions to the SUP, MFOW and SIU-AGLIW Training Funds by \$0.25 per manday effective July 1, 2017; \$0.25 per manday effective July 1, 2018; \$0.25 per manday effective July 1, 2019; and \$0.50 per manday effective July 1, 2020.

(j) The Union agrees that there will be no bargaining on the effects of job loss when the "Aloha-class" Vessels enter service.

USPHS REPLACEMENT PROGRAM

ACTIVE SEAMEN

The Contributing Employers will provide hospitalization, medical and dental benefits, which are reasonably comparable to the curtailed or eliminated services that have been provided to active seamen by the USPHS. The intent of the words "reasonably comparable" is to provide the same benefit or benefits to an individual that would have been provided by the USPHS under its benefit practices, procedures and regulations, including eligibility regulations, in effect on June 1, 1981 as described in the USPHS Handbook dated June 1, 1980 (HHS Publication No. (HSA) 80-2016), unless it would be impossible or unreasonable to provide such benefit, in which case the closest approximation of such benefit will be provided.

The eligibility for any benefit substituting for any benefit previously provided by USPHS will be determined by the same Rules and Regulations covering eligibility and continued eligibility that were utilized by USPHS as of June 1, 1981. Any reference to USPHS Rules or Regulations on eligibility shall also include Rules and Regulations applicable to providing emergency service and medical treatment to eligible seamen and pensioners that would have been provided in areas where no USPHS facilities were available.

The welfare contribution rate by the Contributing Employers to each Department shall be increased by \$3.65 per manday, plus any additional amount needed to provide the above-described reasonably comparable program. This contribution shall be in addition to the contribution for other benefits guaranteed by the Contributing Employers and the contributions presently in effect for negotiated non-guaranteed benefits.

The Contributing Employers will be entitled to any cost offset that may be directly or indirectly provided the Contributing Employers by the U.S. Government as a result of the

Government's curtailing USPHS benefits but, if such offset reduces the cost attributable to providing benefits reasonably comparable to benefits heretofore provided by the USPHS below \$3.65 for each manday, the amount not so expended will be available to the Special Account of each individual Union's Health and Welfare Plan for additional medical or dental benefits now presently provided.

Dental care will be provided in designated facilities located in the port cities on the West Coast, including Hawaii, in which USPHS dental benefits are currently provided.

It is the intent of the parties to provide the benefits described in this Agreement efficiently and at a reasonable cost. The parties also agree to adopt a procedure for auditing claims to assure that any services provided are authorized by the terms of any adopted Plan or program to provide the benefits hereinabove set forth. The Trustees of each Department's Health and Welfare Trust will be directed to implement the intent of this Agreement.

The eligibility rules for pensioners will be reasonably comparable to those now applicable:

PENSIONERS

Current retirees, who retired before attaining age 55 and who are currently entitled to the USPHS free services, will be covered by the benefit program as long as they are classified as permanently unfit for duty and receiving treatment. Eligibility for said retirees will be determined on a case-to-case basis. These benefits will continue until the retiree is no longer disabled or until he is eligible for MEDICARE.

Those who retired prior to attaining age 55 and who are not currently entitled to free USPHS benefits will not be eligible for this program.

Current retirees who retired on or after attaining age 55 and who are currently entitled to free USPHS benefits will be eligible for the program until the earlier of (1) the date following 180 days without medical care provided under this program; or (2) the date the retiree is eligible for MEDICARE. Eligibility for this class will be determined on a case-to-case basis.

Current retirees who retired or after attaining age 55 and who are permanently unfit for duty and receiving treatment will be eligible for this program until eligible for MEDICARE or the disability ceases.

Those retiring in the future prior to attaining age 55 and who are permanently unfit for duty and receiving treatment will be eligible for this program until such time the individual becomes eligible for MEDICARE or the disability ceases.

Those retiring in the future prior to attaining age 55 and who are not permanently unfit for duty and receiving treatment will not be eligible for this program.

Those who retire in the future on or after attaining age 55 and who are permanently unfit for duty and receiving treatment will be eligible for this program until eligible for MEDICARE or the disability ceases.

Those who retire in the future on or after attaining age 55 and who are not permanently unfit for duty and receiving treatment will not be eligible for this program.

It is understood that if a retiree opts to receive benefits under this program, the retiree shall not be eligible for health

benefits, which are regularly provided under the Contributing Employers' guaranteed portion of each individual Union's Health and Welfare Plan.

In the case of all current and future retirees, if they are provided with other health insurance to which another employer contributes, they will not be covered by the plans described herein.

In each case, whenever a retiree described above shall be ineligible for this program, such retiree will then be covered for those retiree benefits regularly provided under each individual Union's Health and Welfare Plan subject to the eligibility rules of such Plan.

It is the intent of the parties that each departmental Trust will offer two alternative medical delivery systems in designated Pacific Coast port cities and Hawaii; one will be a closed panel HMO-type organization, and the other will be either a contract clinic or an Individual Practice Association-type. Each departmental Trust will provide dental care in the designated facilities located in the Pacific Coast port cities and Hawaii in which USPHS dental benefits are currently provided.

Section 30. Pensions

(a) The Contributing Employers shall provide to the participants the pension benefits presently set forth in the SIU Pacific District Pension Plan Agreement. Except as provided in paragraph (b), the Pension Plan Agreement shall not be amended to increase, reduce or otherwise change any benefits. The only exception is that changes in benefits may be made to comply with the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), but no such change may reduce any existing benefit unless the reduction is required by existing law.

(b) The SIU Pacific District Pension Plan shall be amended to increase benefits as follows:

(1) A Participant who retires on or after July 1, 2015, and who earns a benefit Accrual Year after December 31, 2014, shall be entitled to a Vested Pension credit of **\$62.25** for each Benefit Accrual Year during which he has 200 or more days of Covered Employment.

(2) A Seaman who retires on or after July 1, 2015, after attaining age sixty and who qualifies for a Long Term pension under Section 6.01(b) shall receive a monthly pension benefit of **\$2,075.00** subject to a reduction, where applicable, for joint and survivor benefits.

(3) A Seaman who retires on or after July 1, 2015, who retires after attaining age fifty-five but before attaining age sixty and who qualifies for a Long-Term Pension under Section 6.01(b) shall receive a monthly pension benefit of **\$1,723.23** subject to a reduction, where applicable, for joint and survivor benefits.

(4) A Seaman who retires on or after July 1, 2015, who retires after attaining age sixty and who qualifies for a Basic Pension under Section 6.01(a) shall receive a monthly pension benefit of **\$1,660.00** subject to a reduction, where applicable, for joint and survivor benefits.

(5) A Seaman who retires on or after July 1, 2015, who retires after attaining age fifty-five but before attaining age sixty

and who qualifies for a Basic Pension under Section 6.01(a) shall receive a monthly pension benefit of **\$1,495.22** subject to a reduction, where applicable, for joint and survivor benefits.

(6) A Seaman who retires on or after July 1, 2015, and who qualifies for a Reduced Pension under Section 6.01(c) shall receive a monthly of pension benefit of:

Years of Qualifying Time	Monthly Benefit
15	\$933.75
16	\$996.00
17	\$1,058.25
18	\$1,120.50
19	\$1,182.75

(7) A Seaman who retires on or after July 1, 2015, who qualifies for a Disability Pension under Section 6.01(e) and who meets the age and service requirements specified in subsections (2), (3), (4) or (5) above shall receive a monthly pension benefit equivalent to the benefit specified in the subsection under which he qualifies. For the purposes of this subsection, a Seaman who is entitled to a Social Security Disability benefit as of the date of his retirement shall be deemed to have retired after attaining age sixty.

(8) A Seaman who retired before July 1, 2015, and who qualified for a Disability Pension under Section 6.01(e) and who met the age and service requirements specified in subsections (8) or (9) above shall receive a monthly pension benefit equivalent to the benefit specified in the subsection under which he qualifies. For the purposes of this subsection, a Seaman who is entitled to a Social Security Disability benefit as of the date of his retirement shall be deemed to have retired after attaining age sixty.

c) During the term of this Agreement, the Contributing Employers shall pay the contribution rate calculated by the Plan Actuary as the minimum necessary to satisfy the minimum funding standard established by federal law.

d) As soon as practicable after August 1, 1996, the Trustees of the Pension Plan shall increase the assets invested in accordance with the Investment Guidelines establishing a dedicated portfolio to cover 101.5% of the future benefits payable to all pensioners and beneficiaries who received a benefit on August 1, 1996. The dedication shall provide for a cash flow that matches benefit payments for the 25-year period beginning August 1, 1996. Benefits payable beyond the 25-year period shall be provided for by assets in the dedicated portfolio having a present value on August 1, 2021, equal to the value of future benefits discounted to that date at a five percent interest rate. The benefit payments covered by the dedicated portfolio shall be calculated assuming mortality rates as follows: (1) for non-disability retirees and beneficiaries, the UP-84 Table set forward one year for males and back four years for females, (2) for disability retirees, the PBGC Table for disabled males not receiving Social Security benefits.

As soon as practicable after August 1, 1996, the Trustees of the Pension Plan shall update the cash matching portfolio for future retirees to cover all benefit payments after August 1, 1996.

e) During the sixty-day period immediately following the publication of the SIU Pension Plan Actuarial Report cov-

ering each of the Plan Years ending during the term of this Agreement, the parties shall meet in good faith to negotiate increases in benefits for participants of the Plan who retire on or after July 1 of the calendar years following the effective dates of each of said Actuarial Reports and to negotiate increases in benefits for existing pensioners. The present value of any such benefit increases (which shall be calculated by the same method as under this subsection (e) in effect prior to July 1, 2008) shall not exceed the Adjusted Actuarial Gain, if any, experienced by the Plan during the period covered by the applicable Actuarial Report. For purposes of this Section, the "Adjusted Actuarial Gain" shall be the total actuarial gain, if any, shown in the applicable Actuarial Report, offset by the total actuarial loss, if any, shown in any prior Actuarial Report (to the extent not used to offset the total actuarial gain in a prior year). In the event the Plan has Adjusted Actuarial Gains in consecutive years, but the Parties did not utilize the Gains to increase benefits at the end of the year(s) prior to the current year, they may combine all such Gains for benefit increases in the current year. For purposes of calculating actuarial gains and losses under this subsection (e), any investment gains or losses from the dedicated bond portfolio shall be disregarded. In the event of deadlock with regard to the matters covered by this subsection (e), the parties agree to submit their dispute to interest arbitration in accordance with Section 10 of the General Rules. In any such proceeding, the Adjusted Actuarial Gains and the present value of any proposed benefit increases, all as calculated by the Plan Actuary, shall be binding on the parties and the Arbitrator. In any negotiations over benefit increases under this subsection (e), and in any arbitration under this subsection (e), the parties shall be free to argue whether, and to what extent, if any, the decision to adopt any increases should take into account the present value of any future normal costs associated with that increase, and the effect of such increases, if any, on the Plan's projected status under the Pension Protection Act of 2006.

(f) The employer agrees to increase the daily pension contribution rate from \$10.00 by an additional \$10.00 per manday for a total daily contribution of \$20.00 per manday effective January 1, 2018.

Section 31. Supplemental Wage Fund

(a) The Employer and the Union agree to the continuation of an industry-wide supplemental wage fund to be known as the "SIU-PD Supplemental Wage Fund" comprised of Employer contributions. It is understood that such Fund will not require a percentage for administrative purposes and that the rate of Employer contributions to the Fund may be adjusted from time to time as required to equal contract obligations. If it is found that the original contribution rate is too low or too high, the rate of contribution may be increased or lowered.

The Fund shall be administered in accordance with the "SIU-PD Supplemental Wage Fund Agreement."

(b) An employee shall be entitled to supplemental wage benefits as described in this Section 31, provided he has Class "A", Class "B", Class "C" or Class "D" seniority and has completed 30 or more days of employment. The Company agrees to allow an employee to collect supplemental benefits if the

employee has less than 30 days of employment when a vessel lays up.

(c) The supplemental wage benefit shall be 17 days for each 30 days of all Covered Employment.

(d) An employee may claim supplemental wage benefits up to four times a year and between claims he must have at least 30 days of employment; thereafter he may file additional claims provided he works 90 additional days within the calendar year.

(e) Eligible seamen must claim supplemental wage benefits within two years following the last day of employment for which the benefits are payable.

(f) The parties agree to the principle of reciprocity as between the SIU-PD Supplemental Benefits Fund and the SIU A&G Plan. Reciprocity shall be based upon each plan recognizing service with the other for purposes of determining whether or not an individual meets the minimum requirements to receive a benefit, but each plan shall only pay Supplemental Benefits earned with respect to service thereunder. The parties agree that a comprehensive reciprocity agreement shall be prepared by counsel to the Plan based on the foregoing principles within 60 days after execution hereof.

Section 32. Seafarers' Medical Center

The SIU Pacific District Seafarers' Medical Center Agreement and Declaration of Trust dated July 23, 1963 shall be deemed a part of this Agreement. The Employer will pay into the Trust a per manday contribution adequate to sustain the program with reasonable cash reserves.

Section 33. Sale or Transfer of a Trade Route or Service

(1) The parties agree that a sale or transfer of a "trade route" or "service" is not in the normal course of doing business in the maritime industry, and the Company agrees that by reason of the Unions' lawful right and interest to cushion the effects of any job dislocation on individuals in the bargaining unit and to stabilize labor relations, it will not sell or transfer such trade route or service or make any application to any governmental agency for approval thereof without the prior written consent of all of the Unions comprising the District.

(2) For abridgement of the foregoing provision by the Company, the Unions shall be entitled to judicial injunctive relief against the Company, anything to the contrary contained herein notwithstanding.

(3) If bargaining between the parties becomes necessary, the parties shall meet promptly for the purpose of bargaining collectively in an endeavor to mutually resolve all issues arising from the effects of any sale or transfer of a trade route or service upon individual employment opportunities, and upon all other rights arising out of such employment. They shall consider and endeavor to provide fair and reasonable resolution for the employment service of individuals in the bargaining unit and economic loss by termination of jobs; the loss or threat of loss of entitlement to benefits provided by contractual beneficial funds; and a quid-pro-quo type severance payment.

Section 34. Sale of One or More Vessels (Not Involving Sale or Transfer of a Trade Route or Service)

(1) The Company intending to, or entering into discussions

or any agreement to sell any of its vessels to a Company or Companies not required to employ individuals in the unit herein, shall notify the District and its constituent member Unions not less than 45 days prior to the contemplated sale of any such vessel. This requirement shall also apply to charters having an option to purchase, in which case the notice shall be given 45 days prior to purchaser exercising the option to purchase. There shall be no sale of any such vessel if the District and its constituent member Unions are not given said 45 days' notice. (The Company agrees that it will not use the device of a transfer or charter of vessels to circumvent the payment of sales' monies due under this or any of the paragraphs of this Section.)

(2) (a) Upon receipt of the notice required in paragraph (1) above, the parties shall meet promptly for the purpose of bargaining collectively in an endeavor to mutually resolve all issues arising from the effects of any such vessel sale upon employment opportunities of members of the bargaining unit.

(b) In the bargaining between the parties on the effects of any sale upon individual employment opportunities, and upon all other rights arising out of such employment, they shall consider and endeavor to provide fair and reasonable resolution for the employees' employment service and economic loss by such employment termination; the loss or threat of loss of entitlement to benefits provided by contractual beneficial funds; and a quid-pro-quo type severance payment. Equally, the parties and the arbitration panel, as provided in this Section, shall, in their endeavor to provide fair and reasonable resolution of the aforesaid subject, consider the terms of the sale, the price realized and the loss or gain by virtue of the sale; the nature and productivity of vessel(s) involved and its economic future; the Company's replacement of jobs and/or other existing employment opportunities with the Company, if any; the Company's financial status and viability to continue to provide employment for the unit; previous resolution of comparable issues between the parties to this Agreement and the terms, facts and circumstances surrounding the same during the term of this Collective Bargaining Agreement, as well as other relevant facts and circumstances which may have a substantial relationship to the issue sought to be resolved and determined.

(c) If the parties are unable to reach a mutually satisfactory agreement on all issues arising from the effects of any vessel sale upon employment opportunities of members of the bargaining unit as set forth in paragraph (b) above, the matter shall be submitted to a three-member arbitration panel. The arbitration panel's award on all such issues shall not exceed, in total dollar amount, either a) 7-1/2% of before-tax net profit from the sale of the vessel, or b) the total payment to the Pension Fund provided in paragraph (3) below, whichever amount is the lesser. In calculating "before-tax net profit," the panel shall use its own method of calculation.

(d) Any award of an arbitration panel shall have credited to such award as a rebate for the present value of same for number of new jobs created within the balance of the remaining years of the 25-year economic life of the vessel sold.

(e) The arbitration panel shall consist of the Arbitra-

tor provided for in Section 10(a)(4) of the General Rules, who shall be panel chairman. The parties shall immediately follow the procedures of Section 10(a)(4) to select the Arbitrator. The other two members of the panel shall be named, one each, by the parties, and may be changed at the discretion of the parties.

(3) (a) In addition to any monies which may be forthcoming under paragraph (2) above, upon the completion of such sale, the Company shall pay to the SIU PD Pension Fund an amount which is to apply against the Company's future contribution liability annually for years equal to remaining economic life of the vessel sold, based on 25-year life, less credit as a rebate for the present value of the unfunded pension liability contribution for the number of new jobs created within the balance of the remaining 25-year economic life of the vessel sold. The amount of credit for each new job will be calculated based upon the number of years it is anticipated the new job will exist.

(b) The amount to be paid to the Pension Fund shall be calculated for each job lost as follows. The actuary will provide the then current per man per day pension contribution rate which is used for the purpose of funding past service liability. This rate will be multiplied by the number of remaining years of economic life, based on a 25-year life, of the vessel sold times 360 days. The result will be the total amount of money needed to meet the unfunded liability obligation for the lost job. The actuary will then compute an amount which when deposited at 5% annual interest will generate this total amount so that annual payments can be made to the Pension Fund of the daily past service unfunded liability for each day of the month for each of the remaining years of the vessel's (25-year) economic life.

(4) The total payment required in paragraph (3) above shall be held by the Pension Fund in a separate account of the Pension Fund in a separate account of the Pension Fund to bear interest, to be invested and reinvested in the same manner as the Fund's other assets with the interest earned and appreciation thereof deposited in said separate account. The separate account shall not be commingled with the Pension Fund's other assets or monies; nor shall the account be utilized or calculated to reduce or amortize any accrued liability of the Fund or any contributions thereto or which may be or will become due as determined by the Fund's actuary; nor shall it be utilized or credited, except as hereafter singularly provided, for the purpose of computing any Company's manday pension contribution rate now or in the future. At the beginning of each Fund's fiscal year, there shall be withdrawn from such account a sum equal to:

(a) The ratio that one year bears to the remaining years of economic life of the vessel sold at the date of sale; and

(b) Plus the accrued interest for that fiscal year. This sum shall be transferred to the general assets of the Pension Fund for the sole purpose of being applied to accrued liability. To the extent of these annual payments only, and as hereinbefore singularly provided, such amount may be utilized for the purpose of computing the Company's, party to the Fund, manday contribution bill each year. Additionally, such annual pay-

ments shall be credited to the selling Company's obligation toward pension contributions it is required to make during each fiscal year.

(5) The provisions of this Section shall not become operative if the number of jobs lost as a result of a sale of vessel is less than the number of new jobs resulting from vessel increases, which increases are additions to the fleet of the Company. Moreover, if the number of such new jobs is less than the number of jobs lost in the sale, the award of the arbitration panel, as limited in paragraph (2) above, shall be credited with the present value of such new jobs.

Section 35. Government Approval

In the event any section of this Agreement is determined to be unenforceable or invalid by any court or governmental agency having jurisdiction over the subject matter, the parties shall meet within ten days after such determination at the request of either party to promptly negotiate a substitute provision to carry out, so far as it is lawful, the intent of the invalid section or provision and to provide economic benefits of equal value in a lawful manner to any provided in the invalid or unenforceable section or provision. In the event the parties are unable to agree within the ten days on a substitute provision, the matter shall be promptly submitted to arbitration under the provisions of Section 10 of this Agreement, and the Arbitrator shall have jurisdiction to determine a substitute provision which shall be effective for the entire term of the Agreement in the place and stead of the section determined to be invalid or unenforceable. The parties shall exercise every effort to select an Arbitrator and commence the arbitration process within 30 days after completion of the 10-day negotiation period. This provision shall be applicable to both the General Rules and the Supplemental Rules of each department.

The Company shall immediately negotiate with the SIU Pacific District Union or any department of the SIU Pacific District Unions if and when any changes in law or regulation regarding "hours of work", manning, or safety are promulgated. Any additional work required as a result of such changes in law or regulation shall be performed by the respective department of the SIU Pacific District bargaining unit personnel.

To the extent provided by law and regulation, the parties agree that, where applicable, this collective bargaining agreement sets the terms and conditions of employment at standards no less favorable than those laid out in the Maritime Labor Convention of 2006 (MLC). The parties understand that this agreement gives effect to and is conducive to the full achievement of the general object and purpose of the provisions of Part A of the MLC, where applicable. In particular, hours of work and rest stipulated by this agreement and established by safe work practices are hereby deemed to be substantially equivalent to the MLC, or provide for reasonable exceptions that, as far as possible, follow the provisions of Standard A 2.3 of the MLC. Finally, with the understanding that the hours of work and rest standards in both in the MLC and the STCW 2010 Manila Amendments were intended in substantial part to address the problem of maritime fatigue, the Company will use its best efforts and the Union will cooperate in this effort in order to schedule work so as to minimize the loss

of established mandatory overtime as otherwise required by the Agreement.

Section 36. Term of Agreement

The term of this Agreement shall be from **July 1, 2017** through and including **June 30, 2021**. It shall thereafter continue from year to year unless either party hereto shall give written notice of its desire to amend the Agreement or notice of its desire to terminate same, which notice shall be given at least sixty (60) days but no sooner than ninety (90) days, prior to the expiration or anniversary date.

Except as specifically provided in the Memorandum of Understanding dated **July 1, 2017** all other terms of the **July 1, 2013 - June 30, 2017** Agreement shall remain in full force and effect.

Wages

There shall be a three and one-quarter percent (3.25%) increase on all rates of pay and wage-related items (overtime, supplemental benefits, etc.) effective July 1, 2017.

There shall be a three percent (3.00%) increase on all rates of pay and wage-related items (overtime, supplemental benefits, etc.) effective July 1, 2018.

There shall be a three percent (3.00%) increase on all rates of pay and wage-related items (overtime, supplemental benefits, etc.) effective July 1, 2019.

There shall be a three and one-quarter percent (3.25%) increase on all rates of pay and wage-related items (overtime, supplemental benefits, etc.) effective July 1, 2020.

Cost-of-living increases shall be made on each anniversary date of the Agreement on the basis of comparing the May Consumer Price Index for all Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics of the U.S. Department of Labor to the previous May Consumer Price Index. The percentage change shall be calculated. An increase in this index above 4% shall be added to the base wage described in Section 2, effective on each anniversary date of the Agreement.

Section 37. Wage/Price Controls

In the event this Agreement becomes subject to the approval of agencies of the United States having jurisdiction over wage and price increases, the following shall apply:

(a) Any required or necessary applications for wage and price increase approvals shall be made

(1) At least 30 days before such wage and price increases are to become effective, or

(2) At such time as may be required by law or regulations.

(b) In the event that such approvals are not obtained within two weeks from the date applications are made, either party (the SIU Pacific District in case of wages; the Employer in case of prices) may give 30 days' written notice of cancellation; in which event, this Agreement shall expire at the end of such 30-day period unless a new Agreement is negotiated within such period or unless approvals are obtained.

Section 38. Passports and Visas

It shall be a condition of employment on all vessels that a crew member possesses a valid passport. If there are special circumstances that prevent the U. S. State Department from

issuing a passport, he may still be employed aboard domestic vessels upon the mutual agreement of the Company and the Union.

Provided that receipts are provided to the Company, crew members employed in Company vessels engaged in foreign trade shall be reimbursed for the cost of obtaining a Visa for China or other countries that require a Visa. Such reimbursement shall not be made to the same crew member more than one time a year.

It is understood that each party agrees to cooperate fully with the other with respect to the processing of any applications which are made hereunder.

Dated: **July 1, 2017**

MATSON NAVIGATION COMPANY, INC.

By: John W. Sullivan

SEAFARERS' INTERNATIONAL UNION OF
NORTH AMERICA, PACIFIC DISTRICT

SAILORS' UNION OF THE PACIFIC

By: Gunnar Lundeberg

MARINE FIREMEN'S UNION

By: Anthony G. Poplawski

SEAFARERS' INTERNATIONAL UNION
OF NORTH AMERICA, ATLANTIC, GULF,
LAKES AND INLAND WATERS

By: Nicholas J. Marrone

APPENDIX “A” – MANNING

APPENDIX “A” MANNING

The following Appendix is intended to set forth the types of vessels and the manning for such vessels as are now in the Matson fleet. It shall be amended from time to time as changes occur in the composition of said fleet.

It is intended to cover vessels by type or by department, as the case may be, not including “ships of a radically different design or characteristics” referred to Section 3(b).

The manning scales deleted from the 1969 through 2017 Agreements shall apply if a vessel falling in these categories is placed into operation.

STEAM VESSELS

HAWAIIAN ENTERPRISE TYPE (071 CLASS)

MAUI
KAUAI

ROLL-ON/ROLL-OFF, LIFT-ON/LIFT-OFF TYPE

MATSONIA

C-8 TYPE

LIHUE

Engine Department	Offshore Trade
Chief Electrician	1
Reefer/Electrician	1
Unlicensed Junior Engineers (Watch)	3
Wiper	$\frac{1}{6}$
Total	6

Engine Department	Coastwise Trade
Chief Electrician/Reefer	1
Unlicensed Junior Engineers (Watch)	3
Wiper	$\frac{1}{5}$
Total	5

MOTOR VESSELS

ALOHA CLASS

DANIEL K. INOUE
KAIMANA HILA

KANALOA CLASS

LURLINE
MATSONIA

CV 2500 MAUNALEI CLASS

MAUNALEI

CV 2600 MANUKAI CLASS

MANULANI
MAUNAWILI
MANUKAI

HAWAIIAN II CLASS

R.J. PFEIFFER

Engine Department	Offshore and Coastwise Trade
Chief Electrician/Reefer/Junior Engineer (ERJ)	1
Reefer/Electrician/Junior Engineer (REJ)	1
Day Junior Engineer/Utility (DJU)	$\frac{1}{3}$
Total	3

If the vessels operate with Licensed Engineer watchstanders, the Unlicensed Engine Department shall also operate with watchstanders.

If the vessels operate without Licensed Engineer watchstanders, the Unlicensed Engine Department shall also operate without watchstanders.

C-9 TYPE

MOKIHANA
MAHIMAHI
MANOA

Engine Department	Offshore and Coastwise Trade
Chief Electrician/Reefer/Junior Engineer (ERJ)	1
Reefer/Electrician/Junior Engineer (REJ)	1
Day Junior Engineer/Utility (DJU)	1
Wiper Total	$\frac{1}{4}$

If the vessels operate with Licensed Engineer watchstanders, the Unlicensed Engine Department shall also operate with watchstanders.

If the vessels operate without Licensed Engineer watchstanders, the Unlicensed Engine Department shall also operate without watchstanders.

STANDBY EMPLOYMENT

The Company agrees to use MFOW standby shore support at a minimum of 900* mandays during each of the following periods:

July 1, 2017 to June 30, 2018

July 1, 2018 to June 30, 2019

July 1, 2019 to June 30, 2020

July 1, 2020 to June 30, 2021

* Prorated for a nine (9) ship fleet (100 mandays per operating vessel).

All MFOW mandays recorded due to assignment of Advancement Program Wipers on Motor Vessels or regular Wipers assigned to C-9 Class Motor Vessels are to be counted toward meeting these standby day minimum requirements.

Standby Junior Engineer mandays and Standby Electrician Reefer mandays are to be counted toward these standby minimum requirements.

MATSON NAVIGATION COMPANY DIRECTION FOR ASSIGNMENT OF BUNKER ROVER

- Maintains direct supervisory control by the Chief Engineer and Bunkering Engineer.
- Allows bunkering operation familiarization prior to docking when bunkers are to be taken on arrival.
- **The term “bunkering” is clarified to mean any fuel oil, lube oil, slops, or liquefied natural gas (LNG) transfers to or from the ship.**

STEAM SHIP BUNKERING IN HAWAII AND UNITED STATES WEST COAST

- Ship’s Wiper assigned at the bunker hose connection to the ship.
- Offer the Bunker Rover position to the Watch Junior Engineer with the payment of OT. If a Watch Junior Engineer refuses to accept the Bunker Rover duties call for a Standby Wiper for bunkering.
- If it is necessary to call a Standby Wiper for Bunkering assign him at the hose connection. The ship’s Wiper is to be familiarized as the Bunker Rover prior to arrival and assigned as the Bunker Rover.
- Personnel can assist with normal unlicensed engine crewmember bunker related requirements such as hose hook up prior to commencing bunkering operations and post bunkering duties such as soundings, etc.

DIESEL SHIPS BUNKERING IN HAWAII AND UNITED STATES WEST COAST

- Call a Standby Wiper for the bunkering operation.
- Standby Wiper is to be assigned at the bunker hose connection to the ship.
- The ship’s Unlicensed Jr. Engineer is to be familiarized as the Bunker Rover prior to arrival and assigned as the Bunker Rover.
- Personnel can assist with normal unlicensed engine crewmember bunker related requirements such as hose hook up prior to commencing bunkering operations and post bunkering duties such as soundings, etc.

DIESEL SHIPS BUNKERING IN ASIA

- An AB assigned to the ship is to be familiarized as the Bunker Rover prior to arrival and assigned as the Bunker Rover.
- The ship’s Unlicensed Jr. Engineer is to be assigned at the bunker hose connection to the ship.
- AB is not to assist with normal unlicensed engine crewmember bunker related requirements such as hose hook up prior to commencing bunkering operations and post bunkering duties such as soundings, etc.
- If the ship has a Wiper temporarily assigned to the ship

for engine room cleanup, he is to be assigned as the Bunker Rover in place of an AB. If the Wiper is assigned, he can assist with normal unlicensed engine crewmember bunker related requirements such as hose hook up prior to commencing bunkering operations and post bunkering duties such as soundings, etc.

APPENDIX “B” – TRANSPORTATION FARES

APPENDIX “B” TRANSPORTATION FARES

SAN FRANCISCO TO:

BART - West Oakland Station

	BART	Taxi	Total
Oakland – Matson Terminal	\$3.20	\$10.00	\$13.20

HONOLULU TO:

	Taxi	Total
Matson, Sand Island Terminal	\$20.00	\$20.00

WILMINGTON TO:

	Taxi	Total
Matson Terminal, Long Beach	\$25.00	\$25.00

SEATTLE TO:

	Taxi	Total
Matson Terminal, Seattle	\$10.00	\$10.00

In the event a member joins a vessel at an outlying berth or port not listed above, he shall be paid the current fare based on the combined cost of public transportation (bus) and taxi.

Those rates that are not listed in the various areas shall be adjusted according to any future rate increases.

APPENDIX “C” – STORING LIST

APPENDIX “C” STORING LIST AND STANDARDS

This Appendix “C” amended in 2008 will reflect minimum storing requirements and will include the following understandings:

By adopting this list, the parties agree there shall be no diminution of existing standards.

(1) Condiments, sauces and salad dressings in household sizes containers will be provided for use in the mess rooms. Traditional brand names to be maintained.

(2) With respect to melons, the Company will store a variety of those in season where, with ordinary good care, spoilage will not occur.

(3) Prime Rib will be served once a week at sea on a date determined by the Chief Steward. Cross rib roasts are not to be substituted for prime rib.

(4) Steak will be served “grilled to order” once a week at sea on a date determined by the Chief Steward. Steak shall include the following cuts: New York Strip Loin, Top Sirloin, Filet Mignon and Rib Eye. The Chief Steward will determine which cut of steak will be served. Steak will be cut to a minimum of 3/4 inch thickness.

(5) Ham served for breakfast will be of a decent cut and ham steak will be served twice a month at the evening meal, and this shall not be served at the same time steak or prime rib is served.

(6) To the extent of being practical, all canned, dry, frozen and fresh frozen foods and products will be procured by U.S.A. vendors and union made products will have preference when available.

BAKERY GOODS:

Associated items will be provided per Chief Steward’s requirement, including a minimum of five (5) roll varieties, six (6) bread varieties, assorted pastries, muffins and doughnuts. In addition, assorted cookies, crackers, chips and microwave popcorn will be provided for the crew per voyage.

DRY & HOT CEREALS:

Assorted traditional cereals as well as assorted organic cereals (to include Bran, Grape-Nuts, and Mueslix products) will be available for the crew.

JAMS, JELLIES, CONDIMENTS AND SPICES:

Honey, assorted jams and jellies will be available in mess halls at all times. Condiments and spices will be available in large selections to accommodate Chief Steward’s cooking and supply needs. In addition, “Fat Free” or “Low Fat” salad dressing and “Low Fat” mayonnaise will be available in mess halls at all times. Traditional brand names to be maintained.

CANNED TABLE FRUIT/DRIED FRUIT:

No less than six (6) assorted canned fruits and no less than six (6) assorted dried fruits and nuts will be made available every voyage.

SUGAR & SYRUPS:

A variety will be available to Chief Steward for cooking and supply needs. Mess halls will be provided with maple syrup, white and brown sugar at all times.

FRESH FRUIT:

A large variety of seasonal fresh fruit, melons and berries will be available each voyage. In addition, in the Port of Honolulu, fresh pineapples, mangoes and papayas will be made available when in season.

FRESH VEGETABLES IN SEASON:

A large variety of seasonal fresh vegetables will be available each voyage.

DRIED & CANNED VEGETABLES:

An adequate assortment of dried and canned vegetables will be supplied each voyage, to supplement overall provisions.

FROZEN FOODS:

An adequate assortment of frozen foods from all categories including bakery, fruits, vegetables, and convenience foods will be made available in sufficient quantity to supplement fresh products in the same categories.

PASTAS:

A minimum of six (6) varieties of pasta will be aboard at all times.

BEVERAGES:

A variety to be provided of hot and cold beverages, such as milk, lactose-free milk, coffee, tea, cocoa, organic teas, and Kool-Aid type drinks. In addition, a variety of 6-8 fruit and vegetable juices will be made available for crew.

SEAFOOD:

An adequate assortment of canned, fresh frozen, shellfish and smoked fish will be provided in sufficient quantity every voyage.

MEATS & POULTRY:

Quality grades of all beef, lamb and veal will be U.S.D.A Choice or higher. Quality grades for all poultry will be U.S. Grade “A”. Quality grades of all pork will be U.S. Selection #1. A large variety of meat and poultry selection will be available to meet or exceed traditional standards of feeding.

DAIRY PRODUCTS:

Quality grades for dairy products shall be U.S. Grade "A" when and where possible. An adequate supply of assorted cheeses, milks, ice creams, fresh and frozen yogurts, butter and butter substitutes will be made available to crew each voyage.

EGGS:

Fresh eggs will be purchased in adequate amounts every voyage. Quality grade shall be U.S. Grade "A". In addition, "Egg Beaters" or other cholesterol-free egg products shall be provided every voyage.

FRYING/COOKING OILS:

All cooking oils and frying mediums shall be cholesterol-free and trans-fat free.

MENU STANDARDS:

The Company acknowledges and agrees that the traditional West Coast menus for covering the three (3) meals each day shall be maintained or improved aboard ship in their respective fleets, whether owned, chartered or operated for the government. The menus for lunch and dinner shall consist of a first, second and third entree. The Company agrees that the traditional holiday menus for Christmas, Thanksgiving, etc., shall be maintained.

In addition, all efforts will be made to provide a healthy nutritional menu option at each meal.

The breakfast menu shall include fresh fruit items, hot oatmeal, eggbeaters per request, organic cereals and yogurt.

The lunch menu shall include a full salad bar in addition to the (3) three traditional entrees. One entree shall be offered as a healthy option. All efforts shall be made to prepare a low fat, low sodium, low cholesterol menu item.

The dinner menu shall include a full salad bar in addition to the three (3) traditional entrees. One entree shall be offered as a healthy option. All efforts shall be made to prepare a low fat, low sodium, low cholesterol menu item.

MFW-MATSON SHIPPING RULES

PART II JOINT SHIPPING RULES

THIS AGREEMENT dated July 1, 2017, is between the MARINE FIREMEN'S UNION (hereinafter called the "MFW"), and MATSON NAVIGATION COMPANY, INC. (hereinafter called the "Employer" or "Company").

GENERAL PROVISIONS

Section 1 – Employment

For the purposes of these Joint Shipping Rules, "Agreement" means the Offshore and Intercoastal Agreement between the Seafarers' International Union - Pacific District and Matson Navigation Company, Inc.

The Employer and the Union recognize the desirability of providing continued employment in the maritime industry, and the necessity of having available at all times a pool of competent employees with experience in the various types of vessels operated by the Company. To provide such continued employment for employees in the ratings covered by the MFW Work Rules, the Employer agrees to prefer applicants who have Seniority Classification under these Joint Shipping Rules by reason of having been previously employed on vessels of the Company signatory to the Agreement.

The Employer agrees to secure all unlicensed personnel within the ratings covered by the MFW Work Rules from and through the offices of the Union.

Section 2 – MFW Shipping Rules — Implement General Rules

These Joint Shipping Rules implement provisions of the General Rules which rules provide, in part, that each Union that is a part of the Pacific District Seafarers' International Union of North America shall be responsible individually for the performance of the obligations provided in the respective Sections relating to its Department, and no individual Union shall be held responsible for the nonperformance of any other Union of the respective obligations of such other Union.

Each Union has further agreed that, as it is called upon to fill vacancies as they may arise, it shall furnish persons of the ratings needed, in accordance with the jointly established Shipping Rules of the respective Unions.

Section 3 – Rules — Part of the Agreement

These Joint Shipping Rules are intended to modify and supplement the unlicensed engine department portion of the Agreement between the Employer and the Union, and these Joint Shipping Rules are controlling with respect to their subject matter.

Section 4 – Rules to be Posted

These Joint Shipping Rules constitute the provisions relating to the functioning of the hiring halls. These provisions shall be posted in each hiring hall and at the personnel office of the Employer.

Section 5 – Union's Obligation to Fill Vacancies

The Union agrees that, as it is called on to fill vacancies as they may arise, it will furnish capable, competent and satisfactory employees and will observe the preference specified herein. Neither as to such undertaking, nor as to any other portion of the Joint Shipping Rules, shall any employee be discriminated against by reason of either membership in the Union other than by enforcement of the Union Security and maintenance of membership provisions of these Joint Shipping Rules. In case unlicensed engine department employees leave employment because of a labor dispute, the Union shall dispatch employees on strike to ships after the strike is ended or suspended.

Section 6 – Jobs Filled Exclusively Through MFW Hiring Halls

Except as specifically provided in these Joint Shipping Rules, there shall be no unlicensed engine room personnel aboard any vessel covered by the Agreement other than personnel supplied by the Marine Firemen's Union in accordance with these Joint Shipping Rules.

Section 7 – Shoreside Jobs

Except as may be specifically provided to the contrary all MFW shoreside jobs established by agreements with the Employer shall be filled in accordance with these Joint Shipping Rules.

Section 8 – All Jobs Shipped From Hiring Halls

All shipboard jobs in unlicensed engine department ratings and shoreside jobs under collective bargaining agreements with the Marine Firemen's Union shall be called through the Marine Firemen's hiring hall. No person shall be employed through any other source, or ship off the dock or through the office of any company, except as may be provided herein or by agreement of the Union and the Company signatory hereto.

These rules apply to all employees in jobs that are shipped through MFW hiring halls, to all applicants for registration who are, or wish to be, registered in MFW hiring halls, and to the MFW hiring halls.

These rules shall also apply to all standby jobs.

Section 9 – Exception for Hiring in Foreign Ports

(a) At times replacements must be secured at ports where there are no hiring halls and the Union agrees not to discriminate against such replacements when vessels subsequently arrive at ports where hiring halls and regular branches of the Union are maintained. The Employer, however, shall make all reasonable efforts to make all such replacements in accordance with the preferences stated herein, and the delegate of the Union shall assist in this respect in the employment of such persons.

(b) In foreign ports, if crew replacements are necessary, seamen in the port with Seniority Classification under these Joint

Shipping Rules shall be given first preference to fill the vacancy. If no such seamen are available, then the next preference shall go to the seamen in the port who have seniority under the Agreement. If no such seamen are available, then the U.S. Consul may assign a bona fide seaman to fill the vacancy.

(c) Seamen employed in the unlicensed engine department at foreign ports, in accordance with the above, shall receive wages, overtime, and other benefits provided in the MFOW Work Rules for the particular rating to which they are assigned.

(d) Anyone hired in a foreign country for a rating covered by the MFOW Work Rules shall be terminated at the first U.S. port where the Union maintains an office, and a replacement shall be secured from the hall in accordance with these Joint Shipping Rules.

Section 10 – Exception to Hiring Hall Provisions of the Agreement for Cadets

An exception to the hiring hall provisions of the Agreement is made to allow U.S. Merchant Marine Academy cadets and State Maritime Academy cadets only to serve in the engine department of vessels covered by the Agreement in accordance with past custom.

Section 11 – Exception to Hiring Hall Provisions for Pier-head Jump

A pierhead jump is permissible only outside the regular shipping hours of the Marine Firemen's hiring hall, and then only when all efforts to obtain the required seaman through the hiring hall have failed.

Section 12 – Hiring Hall Procedures — Lawful

In dispatching seamen under these Joint Shipping Rules, the MFOW hiring halls shall be operated in accordance with the provisions of applicable law and anything deemed by a final decision of an appropriate court to be unlawful shall be changed to comply with such decision.

Section 13 – Shipping Rules and Dispatch Halls

The furnishing of seamen by the Union halls shall be in accordance with these Joint Shipping Rules, and there shall be no favoritism or discrimination in the hiring or dispatching or employment of any seaman who is qualified and eligible under the provisions of these Joint Shipping Rules.

In filling vacancies as they may arise, other maritime Unions will be called on in the event the non-seniority list of the Union is exhausted.

The Union and Company Trustees of the MFOW-Employer Hiring Hall Trust shall have responsibility for the operation and maintenance of the dispatching halls as provided herein.

In order to partially defray the costs and expenses of the operation and maintenance of the hiring hall, the Employer will continue to pay per manday of covered employment contributions as previously agreed upon and such other per manday contributions as may be allocated by the Union out of the economic benefits negotiated as part of the settlement for the Agreement to the MFOW-Employer Hiring Hall Trustees, and the Trustees shall apply the money so paid to the costs and expenses of operating and maintaining the hiring hall.

Section 14 – Right of Employer to Reject or Discharge

Any member of the unlicensed engine room department may be rejected or discharged for sufficient cause. When requested in writing by the person rejected or discharged, the reasons for such rejection or discharge shall be fully stated by the Employer at the time. If the employee feels that the rejection or discharge has been unjust or without sufficient cause, the matter shall be immediately taken up under the grievance machinery.

Section 15 – No Discrimination for Union Activities

The Employer agrees not to discriminate against any person for Union activity.

Section 16 – Nondiscrimination

The parties agree that, in accordance with the provisions of Title VII of the 1964 Civil Rights Act, the Employer and the Union are forbidden to discriminate because of race, religion, sex or national origin and that the parties are also forbidden to limit, segregate or classify employees in any way that would tend to discriminate in violation of the Act.

Section 17 – Port Autonomy

Each port shall have the right to make local rules covering conditions peculiar to that port. However, no local rules shall be made that conflict with the Joint Shipping Rules, with the Agreement, or with applicable state or federal law.

Section 18 – Hiring Hall Information

Hiring halls shall comply with requests of the various state employment boards or departments by giving accurate information with respect to registrants as to whether or not they are actively seeking employment in the unlicensed engine department of vessels covered by these rules through the Marine Firemen's hiring hall.

Section 19 – Effective Date

These Joint Shipping Rules shall be effective, as to the Employer, during the period of the Agreement and shall be deemed a continuing part of its successive Agreement, unless an agreement or contract made after a reopening provides expressly to the contrary.

Section 20 – Amendments to Rules

These Joint Shipping Rules may be amended so as to clarify, modify, amplify, supplement or implement these rules by document signed by the Employer and the MFOW, but no amendment in such form shall either modify the basic principle of fair and lawful rotary shipping in accordance with reasonable seniority classifications or provide different rules for different companies in the same type of service.

Section 21 – Effect of Invalidity or Illegality of Any Provision

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the

parties agree immediately to meet and negotiate such parts or provisions affected in the following manner:

(a) Renegotiate those particular provisions and to complete such renegotiations within 60 days.

(b) Carry out such renegotiations without interruption of the other phases of the contract.

(c) Continued operation of the vessels during this period on a basis of "past practices" shall prevail.

(d) Guarantee employees all the benefits and conditions contained in this Agreement during such renegotiation period.

Section 22 – System of Shipping and Registration

The Union will maintain appropriate registration facilities for applicants for employment to make themselves available for job opportunities, and will conduct such registration facilities without discrimination either in favor of or against prospective employees of membership in or non-membership in the Union.

It is agreed that membership in the Union shall not be a condition of employment of any member of the unlicensed personnel furnished or obtained in the manner specified in these Joint Shipping Rules. However, each person is required to comply with the Union Security provisions of these Joint Shipping Rules and any person who fails to do so will lose his Seniority Classification and employment and will be barred from registering other than as a non-seniority registrant.

The rotary system of shipping shall be employed.

Section 23 – Who May Register

Individuals may register subject to the following provisions:

SENIORITY CLASSIFICATION REGISTRANTS

(a) Any person with Seniority Classification as defined in these Joint Shipping Rules may register for shipping at the port most convenient to him where a hiring hall is maintained.

NON-SENIORITY REGISTRANTS

(b) Any person who does not have Seniority Classification may register as a non-seniority registrant provided that the person has Coast Guard papers entitling the dispatcher to dispatch him to a position. A person will be permitted to register on the non-seniority list if, and only if, there is an indication that his services may be required in the foreseeable future. In selecting persons to be placed on the non-seniority list, there shall be no discrimination on the basis of race, color, national origin, sex, age or any other unlawful basis.

(c) Any person who has lost his or her Seniority Classification by reason of the provisions of these Joint Shipping Rules shall be entitled to register only on the non-seniority list.

(d) Any applicant for registration on the non-seniority list must demonstrate a level of mechanical aptitude and ability to handle the written material necessary to advance in rating. The Classification Committee may adopt lawful tests for these purposes and establish the degree of mathematical knowledge that is to be possessed by such registrant in recognition of the fact that high ratings require knowledge of elementary physics and the ability to solve electrical formulas. The Classification Committee may, from time to time, impose uniform requirements for education and skills as a condition for registration

on the non-seniority list. Any such requirement shall not be retroactive.

Section 24 – Prohibited Registration

Registration is prohibited in the following situations:

(a) No person may register simultaneously in more than one port. If any person has registered in one port and decides to go to another port, his first registration shall be canceled. His registration card at the second port shall be dated the day he registers at such second port.

(b) No person may register for shipping while on the payroll of any vessel, except as expressly provided herein. No person may be registered at any MFOW hiring hall while he is registered at the hiring hall of another seafaring union.

(c) No person shall be registered or shipped while under the influence of liquor.

SHIPPING CARDS

Section 25 – Shipping Cards – Regular and Backdated

Each registrant shall be issued a shipping card showing the date of registration and the sequence number of that day's registration.

Section 26 – Necessary Time for Monthly Validation

In order for a shipping card to remain valid, the registrant must have it validated once each month on the date and at the time specified by the branch where registered. Registrants, however, shall have the right to have their shipping cards validated at a branch other than the branch at which they are registered, provided such cards shall be validated once each month on a date during hours specified by the branch. Such time shall be posted in each hiring hall. Individuals who have registered may be excused from validation in a succeeding month provided application for excuse from such validation is made in advance on an approved form and such excuse is approved.

Section 27 – Shipping Card – Time Limit

The time limit on a shipping card in all ports will be for a four-month period. When a registrant's shipping card has expired, he must reregister. If the registrant does not reregister, his name shall be removed from the shipping list. Any person registered shall have the right to turn in his shipping card and reregister at the bottom of the shipping list.

A person hospitalized, if he is not registered, shall have his shipping card dated as of entry to the hospital. If the shipping card expires while he is in the hospital or transferred to outpatient status, a new shipping card shall be issued, backdated 30 days from the date of his fit for duty status.

To be eligible for a backdated (30-day) shipping card, a person (on outpatient status only) must have been registered for shipping and his card must have expired during a not fit for duty period as determined by the Seamen's Medical Center or U.S. Public Health replacement provider.

In each of the above circumstances, a shipping card shall not cover any period for which he was eligible for unearned wages.

The length of the shipping card shall not be deemed a vest-

ed right and the collective bargaining parties reserve the right to reduce the maximum time limit on a shipping card at any time and such shall be effective, automatically, to all shipping cards in effect at the time such reduction is to be effective.

Section 28 – Registrant’s Right to Receive Shipping Card Back

Any person who has accepted an assignment loses his shipping card. However, if he loses the job through no fault of his own within 10 days, he shall get his shipping card back, retaining the same date and number.

A person declared unfit for duty or hospitalized off a ship before serving 10 days shall be entitled to his shipping card back.

Any registrant shipping on a vessel other than a vessel covered by a contract with the Union during the life of a shipping card who is laid off or terminated before the expiration date of the shipping card, shall get his shipping card back, retaining the same date and number.

Those members dispatched to temporary relief jobs under the Shoreside Maintenance Contract shall retain their original shipping cards.

Section 29 – Persons Working for Union — Shipping Card Rights

Any person working for the Union on a temporary basis, as relief for officials or working on a paid committee, shall retain his shipping card for a period of 15 working days. If his shipping card expires while he is on the job, he shall be required to reregister.

Section 30 – Loss of Position Upon Rejection of Assignment

Any registrant turning down an assignment after securing his assignment cards shall go to the foot of the shipping list in his classification.

Section 31 – Limitation on Retention of Shipping Card for Persons Working Standby Jobs on Vessels

Any person working on a standby job on vessels shall retain his shipping card. Persons whose cards expire while on standby will be required to reregister.

Section 32 – Retention of Shipping Card When Hired in Foreign Port

In the event a registrant ships under the provisions of these Joint Shipping Rules in a foreign port, he shall retain his shipping card. However, if the registrant’s shipping card expires during the course of the trip, he shall reregister at the port of payoff.

DISPATCHING

Section 33 – Shipping Calls

All jobs shall be posted on the dispatcher’s bulletin board and announced for shipment. The dispatcher shall call jobs at 10:00 a.m. and 2:00 p.m.

The names of the companies and jobs, together with whatever information the dispatcher may have, shall be posted for the information of the registrants.

In the event there is not enough shipping at any port to justify calls at 10:00 a.m. and 2:00 p.m., jobs shall be called at a

time to be specified at that port.

Section 34 – Evidence of Competence Required for Dispatch

In dispatching seamen in accordance with the Joint Shipping Rules, the person doing the dispatching shall accept as conclusive evidence of competence and qualifications the U.S. Government Merchant Mariner’s Credential of the registrant, and the Union does not warrant the fitness of any dispatched registrant or assume any liability for any act or failure to act by any person so dispatched; provided, however, that this provision shall not be construed to release the Union from responsibility for securing compliance with and preventing violations of the Agreement.

Section 35 – Evidence of Physical Fitness Required for Dispatch

No registrant shall be shipped unless he can produce a valid annual physical “Q” card from an SIU Pacific District Seafarers’ Medical Center or, in lieu thereof, evidence that he has applied for the annual physical and has been given permission to ship for a lesser period of time.

All new registrants, prior to being dispatched to a vessel, shall report to the SIU Pacific District Seafarers’ Medical Center for an annual physical. If the Medical Center does not have sufficient time to complete the annual physical, a regular pre-employment physical shall be given. The new registrant shall be required to return to the Medical Center no later than the following voyage of the vessel to which he is assigned and complete his annual physical.

All crew members must hold a valid USCG-issued STCW Medical Certificate to be signed on to a Company vessel. The above term “valid” shall mean the STCW Medical Certificate does not expire during the crew member’s assignment.

Section 36 – Procedure for Dispatching

1. When a job is called, registrants interested in such assignment shall be required to hand their cards in to the dispatcher.

2. The dispatcher shall check the cards for Seniority Classification and for date and registration number and see that the registrant has met all necessary requirements. If necessary, the dispatcher shall check discharges and/or documents to see that the registrant is capable of handling the job.

3. No registrant shall be shipped in any qualified capacity without producing discharges or other evidence of competence to fill the rating.

4. The dispatcher shall then assign the job to the qualified registrant with the oldest card and the dispatcher shall give that registrant one assignment card for the ship’s delegate and another for the First Assistant Engineer.

Section 37 – Dispatching in Order of Seniority Preference

Dispatching among registrants shall be effected in order of Seniority Classification. The special qualification rules for particular jobs are as set forth in other portions of these Joint Shipping Rules. Registrants are divided into four classes: Class “A”, Class “B”, Class “C”, non-seniority.

SENIORITY PREFERENCE: Class “A” registrants shall at

all times have preference over Class “B” registrants in bidding for all jobs for which they may be qualified. Class “B” registrants shall at all times have preference over Class “C” registrants in bidding for all jobs for which they may be qualified. Class “C” registrants shall at all times have preference over non-seniority registrants in bidding for all jobs for which they may be qualified. Registrants in any given class shall have preference in order of their position on the shipping list in their respective class.

Section 38 – Preference in Standby Job Assignment

Registrants in the various seniority classifications who have not had a standby job on vessels during the life of their current shipping card shall have preference of assignment to a standby job over registrants in their classification group who, during the life of their current shipping card, have held a standby job. Class “A” registrants shall at all times have preference for standby jobs.

Section 39 – Definition of Seniority Preference Groups

CLASS “A” Seniority Classification shall be possessed by every employee who on **July 1, 2017** had seniority under the previous contract provisions by reason of having had four or more years of qualifying employment, and who has not lost such Seniority Classification as herein provided.

CLASS “B” Seniority Classification shall be possessed by every registrant who on **July 1, 2017** had less than four years, but more than two years of qualifying employment, has not lost his seniority as herein provided or has not subsequently been advanced to Class “A”.

CLASS “C” Seniority Classification shall be possessed by every registrant who on **July 1, 2017** had more than 30 days, but less than two years of qualifying employment, has not lost his seniority as herein provided or has not subsequently achieved a higher Seniority Classification.

NO DOWNGRADING OF SENIORITY WITHOUT CAUSE: No person who, at the date of adoption of these Joint Shipping Rules, holds a Class “A”, “B” or “C” Seniority Classification shall be downgraded in classification as a result of any provision of these Joint Shipping Rules without cause.

Section 40 – Dispatcher’s Right to Demand Proof of Seniority Status

In order to determine Seniority Classification, the dispatcher shall have discretion to demand from any registrant his last record of service aboard a contract vessel. Upon failure to produce adequate written proof of service aboard a contract vessel by a registrant sufficient to prove maintenance of Seniority Classification, the dispatcher shall have discretion to place the registrant on the non-seniority list pending production of proof of entitlement to a higher classification.

Rule 51 sets forth the provisions for exceptions to the requirement that a registrant must have worked at least one (1) day in the previous 24 months prior to registration.

Section 41 – Qualifications for Shipping – Special Ratings

A. STANDBY ELECTRICIAN/REEFER: To ship as Standby Electrician/Reefer, a registrant must have the Coast Guard endorsement of **Electrician/Refrigerating Engineer**.

When dispatched to containerships for the purpose of assisting with reefer cargo operations, registrants with discharges aboard containerships as Electrician and/or **Refrigerating Engineer** shall have preference over registrants with no discharges aboard containerships as Electrician and/or **Refrigerating Engineer**.

Section 42 – Pierhead Jump

Any person dispatched to a pierhead jump must accept the job or lose his registration card.

Section 43 – Acceptance of Job

Any registrant who accepts a job assignment cannot compete the same day for another job.

Section 44 – Round Trip – Special Rule

When an open job cannot be filled by a Class “A”, Class “B” or Class “C” registrant and it becomes necessary either to assign the job to a non-seniority registrant or let a ship sail shorthanded, the following procedure becomes applicable:

(1) Any Class “A”, **Class “B” or Class “C”** registrant may take such open job for one complete round trip only.

(2) Such round trip shall mean from port of engagement back to port of engagement, unless the ship lays up in another port, or unless such crew member was hired for a run job.

A registrant shipped under this special Shipping Rule shall be entitled to retain his shipping card, provided it does not expire during the voyage. Should a registrant’s shipping card expire during the trip after being shipped under the above conditions, he shall be entitled to reregister on the first day of shipping after being paid off the vessel. He shall be given a shipping card with the same number of calendar days left on it as he had on the day that he took a job subject to the provisions of this section; provided, however, that he shall be placed below all other members registered on the date he was dispatched.

Example: If a seaman pays off on a Saturday and had five days left on his shipping card when he shipped, he would, the following Monday or Tuesday, if Monday is a holiday, be issued an 85-day-old shipping card, but he would be placed below all other registrants who also had an 85-day card on the date he was dispatched.

Any registrant taking a job under this special Shipping Rule has the right to quit at any time at Headquarters or at any other branch, provided the job can be filled by normal shipping rule procedures, and if he is properly relieved. Under such conditions, he shall not be entitled to his shipping card back, if it has not expired, and if it has expired, he shall be issued a new shipping card in accordance with the example shown above.

If such crew member is fired for cause at any port prior to completing a round trip aboard the vessel, he shall lose his shipping card and forfeit his rights under this special Shipping Rule.

Should a registrant shipping under this special rule wish to remain on the job after completing a round trip, he may do so but he shall lose his shipping card.

Section 45 – Special Rules on Crew’s Right to Return Upon Layup of Vessel

When ships lay up, crew members who have not completed their four-month period aboard the vessel shall be entitled to their jobs back, even if transportation is paid, subject to the following provisions:

(a) Such laid off members must register in port of layup or in port of original dispatch within 72 hours after being laid off, excluding Saturdays, Sundays and holidays, and shall be issued a regular registration card showing name of laid up ship and their rating aboard the ship.

(b) If such crew member does not compete for another job with this shipping card, and ship rehires during life of the shipping card, such crew member shall be entitled to his job back, but if he competes for another job, he forfeits his right to rejoin the ship.

When the Company calls for a laid up crew to report back to work, crew members of such laid up vessels shall have until the final call of the day following the day on which the crew is called back to report to the dispatcher, except when the day is Saturday, Sunday or a holiday.

The Company shall have the right to call for laid up crews any time prior to the normal dispatching time in order to guarantee that crew members wishing to rejoin their vessel shall be available to return to work at the time designated by the Company.

Crew members who have not reported by the final call deadline forfeit their right to return to the vessel, and the job or jobs shall be filled by other registrants.

When crews are called back on Saturday, crew members shall have until 4 p.m. Monday to reclaim their jobs.

In case a ship lays up and the same Company takes another ship out of layup, the crew of the laid up ship shall not transfer.

At all times, the crew for a vessel coming out of layup shall be dispatched in accordance with the provisions of this Rule.

In the interest of eliminating controversies over the provisions of this Shipping Rule, MFOW and the Employer have agreed to distribute the following clarification:

The second paragraph reads:

“When the Company calls for a laid up crew to report back to work, crew members of such laid up vessels shall have until the final call of the day following the day on which the crew is called back to report to the dispatcher, except when the day is Saturday, Sunday or a holiday.”

Examples:

1. The Company calls the dispatcher at 10 a.m. on Thursday for the crew to return to the vessel effective Saturday.

Crew members registered to return to the vessel must report to the dispatcher by the final call on Friday. All jobs not claimed by the final call on Friday shall be placed on the board as a regular dispatch at the final call (see 4th paragraph of this Shipping Rule).

2. The Company calls at 9 a.m. Saturday for the crew to return effective Monday.

Crew members registered to return to the vessel must report to the dispatcher by the final call on Monday. All jobs not claimed by the final call on Monday shall be placed on the

board as a regular dispatch on the final call.

3. The Company calls the dispatcher at 3:30 p.m. on Monday for the crew to return effective Tuesday.

Crew members registered to return to the vessel must report to the dispatcher by the final call on Tuesday. All jobs not claimed by the final call on Tuesday shall be placed on the board as a regular dispatch on the final call.

4. The Company calls the dispatcher at 8:30 a.m. Monday for the crew to return effective that date, Monday.

Crew members registered to return to the vessel must be given until the final call on Tuesday to report to the dispatcher. No jobs will be shipped off the board, provided the crew member has registered to return to that job, until the final call on Tuesday.

5. The Company calls the dispatcher prior to 11 a.m. on Friday for the crew to return effective Saturday, Sunday or Monday.

Since the hall is closed Saturday afternoon, the crew would have until the first call on Monday to report to the dispatcher. No jobs will be shipped off the board, provided the crew member has registered to return to that job, until the first call on Monday.

6. The Company calls the dispatcher after noon on Friday for the crew to return effective Saturday, Sunday or Monday. The crew would have until the final call on Monday to report to the dispatcher.

No jobs will be shipped off the board, provided the crew member has registered to return to that job, until the final call on Monday.

Note: If Monday is a holiday, Tuesday will be substituted for Monday in Examples 5 and 6.

The provisions of this Shipping Rule were specifically designed to assure crew members sufficient time to reclaim their jobs when vessels are brought out of layup and to afford the Employer sufficient time to obtain replacements for men who fail to reclaim their job so as not to delay the vessel’s sailing.

Section 46 – Filling Jobs With Class “B” and “C” Registrants When Jobs Cannot be Filled by Class “A” Registrants

When a job cannot be filled by a qualified Class “A” registrant, such job may then be filled in Seniority Classification order by a qualified Class “B” or Class “C” registrant. Registrants must accept jobs offered to them by the dispatcher. Any Class “B” or Class “C” registrant who, without a reasonable excuse, fails to accept a job offered to him is subject to cancellation of his registration and to deprivation of the right to register for a period of sixty days.

Section 47 – Special Rules Relating to Dispatching Preferences of Non-Seniority Registrants

Any job that cannot be filled by an individual holding a Seniority Classification may be tendered to individual registrants on the non-seniority list.

Registrants on the non-seniority list who refuse an assignment without a reasonable excuse shall be referred to the Classification Committee to determine whether the registration of such individual should be canceled and whether he should be barred from further registration for a period of one year.

Section 48 – Classification Committee

A Classification Committee composed of three representatives of the Union and three representatives of the Employer shall be established, and they shall meet within ten days of the call of the Employer or the Union. The Union and Employer shall be equally represented on this Committee, so that the Employer representatives and the Union representatives shall each have one vote. One representative of the Employer and one representative of the Union shall constitute a quorum. The Committee may act without meeting upon written submission for approvals of advancement in seniority ratings.

The Classification Committee shall have power for cause to cancel or reduce the Seniority Classification of any person.

In the event a person is aggrieved by an action of the Classification Committee or in the event the Classification Committee fails to agree upon any issue before it, the dispute may be submitted -- by the registrant, the Union, or the Employer -- to the Appeals Board for adjudication in accordance with the procedures for appeal under Rule 60.

Any appeal with respect to any action of the Classification Committee shall be filed within ten calendar days, excluding holiday days, from the date the appealing party became aware of the Committee's decision. The decision of the Committee shall be considered final if no appeal is filed within the aforesaid period.

For sufficient lawful cause, the Classification Committee may deny any person registered on the non-seniority list the right to remain registered, the right to reregister and the right to be dispatched from the hiring hall. Any such person is subject to discipline for violations of the Shipping Rules, any other provisions of the Collective Bargaining Agreement or Employer/MFOW rules regarding operations under the Agreement, including the rules or provisions adopted in the future.

Section 49 – Grievances by Class “C” and Non-Seniority Registrants

Any complaint by a person holding Class “C” Seniority Classification or by a person on the non-seniority list asserting a contract violation regarding his employment relating to registration, dispatching, shipping or rejection, shall be filed within ten days of the incident giving rise to the grievance and shall be in writing and submitted to the dispatcher in any port with a copy to the Employer within said ten-day period. The ten-day limit on the filing of grievances and notices thereof means that, if the grievance is not filed and notice thereof given within the time required, it may never be raised.

Section 50 – Applications for Advancement in Seniority

Any registrant seeking to advance his seniority preference class from non-seniority to Class “C”, Class “C” to Class “B”, or from Class “B” to Class “A” shall submit an application to the Classification Committee established in these Shipping Rules on a form to be supplied by the Classification Committee and, if in the opinion of the Classification Committee, meets the requirements set forth for advancement, advancement will be granted.

The Classification Committee shall have the power to inter-

pret these Joint Shipping Rules relating to the advancement of registrants from one Seniority Classification to another, and its decision on such matters shall be final and subject to the grievance machinery established in this Agreement; and, also, from time to time, the Classification Committee reserves the right to jointly add additional Seniority Classifications and to amend the rules relating to the attainment of Class “A” seniority by those not now possessing Class “A” seniority.

Upon request by the Union, the Employer/MFOW Joint Classification Committee shall add, as an additional requirement for advancement in Seniority Classification, the satisfactory completion of a lawful course in trade unionism with particular emphasis on Maritime Trade Unionism as prepared by the Union. No such restriction or new rule shall operate, however, to reduce the Seniority Classification previously attained by any registrant. This, however, shall not deprive the Classification Committee of the authority to establish penalties for violation of reasonable rules and regulations by registrants who have not attained Class “A” Seniority Classification and, upon a future violation by a registrant of any such rules.

The Committee shall have the authority to refuse to grant advancement in Seniority Classification in the event the applicant does not submit the required documents and proofs or if, in the opinion of the Committee, he has failed to demonstrate his competency and character. The Committee shall have discretion to give the applicant a test of competency -- the test to be formulated by the Classification Committee -- in the event the parties are unable to agree on his proper classification.

If an applicant has been denied “A” Seniority Classification, no new application shall be considered for a period of one year from the date of application, unless special permission is granted by the Classification Committee for good cause shown.

A. PROMOTION FROM NON-SENIORITY TO CLASS “C”:

Any applicant who does not have Seniority Classification, but is accepted for registration, shall be registered in the Non-Seniority list. Such a registrant shall be an individual who possesses the requisite Coast Guard certificate as eligible to ship in an entry rating and has indicated a competence and willingness to accept such employment and is physically able to ship in an entry rating.

B. REGISTRANTS IN CLASS “C”:

After completion of 30 days of satisfactory service in an engine room classification aboard a contract vessel, a non-seniority person shall be advanced to the status of Class “C” and shall accumulate seniority as a Class “C” registrant. If the individual does not register in a hiring hall for further employment within 30 days after sign-off and completion of 30 days of satisfactory service in an engine room rating aboard a contract vessel, he shall lose Class “C” Seniority Classification and, upon further application and registration, he shall be registered only on the non-seniority list until he has fulfilled the requirements for Class “C” Seniority Classification as above set forth.

C. PROMOTION FROM CLASS “C” TO “B”:

In view of the introduction of new types of vessels and the necessity of developing the skill requirements of registrants to ensure a nucleus of highly skilled individuals capable of manning various ratings in the future, in view of the reduction in the number of jobs aboard new type vessels and the possibility that individuals may have to work in various capacities because of emergencies for the safety of the vessel, it has been jointly decided that any registrant and any individual holding Class “C” Seniority Classification shall be regarded as an employee who has demonstrated the competence and willingness to advance to higher ratings and who will use his shipping time to study and demonstrate mechanical aptitude and an ability to advance.

To be eligible to apply for Class “B” Seniority Classification, registrants attaining Class “C” Seniority Classification as provided in subparagraph B above shall submit discharges establishing that the registrant has sailed aboard contract vessels during the period of his Class “C” registration for 24 months in engine room ratings. Such service must have been completed in the 72 months prior to the submission of the application for advancement in Seniority Classification, excluding time off by reason of bona fide illness. Registrants seeking Class “B” Seniority Classification must first obtain the Coast Guard endorsements of Oiler and **Rating Forming Part of an Engineering Watch (RFPEW)**.

D. PROMOTION FROM CLASS “B” TO “A”:

To be eligible to apply for Class “A” Seniority Classification, an individual who has attained Class “B” Seniority Classification, as provided in subparagraph C above, may apply for Class “A” Seniority Classification and shall submit discharges establishing that the registrant has sailed aboard a contract vessel during the period of his Class “B” registration for 24 months in engine room ratings and that 16 months have been in one or more of the following ratings: **Fireman/Watertender, Oiler, Junior Engineer, Electrician/Refrigerating Engineer or Pumpman/Machinist**. In addition, such registrant must have obtained the endorsements of Junior Engineer and **Able Seafarer-Engine**. Such service must have been completed in six years prior to the submission of the application for advancement in Seniority Classification excluding time off by reasons of bona fide illness.

If the registrant can demonstrate consistent registration for employment and his willingness to accept any assignments that have been tendered to him for employment, but has been unable to complete the requisite shipping time within the 72 months, he may request the Classification Committee to extend the time within which the requisite sea time in the required ratings can be attained.

An applicant applying for Class “A” Seniority Classification under this paragraph must submit to the Classification Committee, in addition, two letters of recommendation attesting the applicant’s seagoing ability over the preceding two years prior to the application. The Classification Committee shall scrutinize the documentary evidence submitted by the applicant in previous Seniority Classification to ascertain that the applicant has attained the required endorsements and has ob-

served all of the obligations imposed upon him by applicable provisions relating to his employment, and if his application is approved will certify that in the opinion of the Classification Committee he has met the requisite qualifications and is an individual who will, if advanced to Class “A” status, be an individual who can be expected, if so advanced, to continue to observe all of the employment obligations customarily observed by Class “A” registrants and will continue to improve his seagoing abilities as new technology is introduced aboard vessels.

Time spent in MFOW-Company upgrading schools shall count towards advancement in seniority provided the applicant successfully completes the course.

Members employed aboard military contract vessels, such as Ready Reserve Force, LMSR, USAV or PM2 Program vessels, shall have 10 bonus days counted toward advancement in seniority for each 30 days worked. Less than 30 days employment shall be prorated toward advancement in seniority.

Members whose qualifying sea time is derived solely from discharges as Storekeeper or Supply Officer aboard military contract vessels shall be exempt from the requirement of obtaining the advanced engine room endorsements of Oiler, Junior Engineer, **RFPEW and/or Able Seafarer-Engine**.

Section 51 – Loss of Seniority Rights

Any person who holds Seniority Classification under these Joint Shipping Rules shall continue to enjoy that contractual right until he leaves the West Coast maritime industry. A person shall be deemed to have left the West Coast maritime industry if he fails to work at least one day under the Agreement in any period of twenty-four months, provided, however, that in the event:

(a) Any official or employee of the Marine Firemen’s Union is so employed for 30 or more days, or

(b) An individual left the industry to enter the Armed Forces of the United States to fulfill a required military obligation (persons who voluntarily elect to remain in the Armed Forces shall not have the period of such voluntary election considered under this subparagraph), or

(c) A person can establish through medical evidence that he became too physically disabled to go to work in any job filled through the hiring hall, but who has been restored to health and such disability extended for 30 days or more, or

(d) A person has served on an unpaid committee of the Union for a period of 30 days or more, or

(e) A person has attended and completed the Union upgrading school for a period of 30 days or more, such individuals in (a), (b), (c), (d) and (e) shall be regarded on a leave of absence status and such individual absence status shall be extended by 24 months beyond the time covered by the time in office or in Union employment, the period in the Armed Forces, the period of physical disability, the period of service on unpaid committees or the period after completing the Union upgrading school.

In the event such period of time in office or in Union employment, service in the Armed Forces, period of physical disability, period of service on unpaid committees or period of attendance after completing the Union upgrading is less than

30 days, the 24 months shall be extended to the extent of such period, but an additional 24 months shall not be granted.

By action of the Classification Committee following consideration of the relevant facts, a further extension of the leave status provided in the next above subsection may be granted in special hardship cases.

LEAVE OF ABSENCE: Any registrant shall, upon application, be granted a leave of absence for a period not to exceed two years. Not more than one leave of absence may be granted to a registrant in one calendar year. A leave of absence must remain in effect for a period exceeding 30 days. A registrant on leave of absence, desiring to extend his leave of absence prior to the expiration of the current leave of absence, shall apply for a new and further leave of absence. The application for a leave of absence shall be made on a form to be prepared by the Employer and the Union, and the registrant shall specify the reason for the leave of absence, the period for which the leave of absence is requested, and the address of the registrant during the period of the leave of absence. A leave of absence shall be terminated by written application of the registrant or by the registrant registering for employment under the Shipping Rules at any hiring hall.

Section 52 – Crew Members Must be Properly Relieved Before Quitting Vessel

In all circumstances, crew members must be properly relieved before they shall be allowed to quit a vessel, and any person who quits a vessel without being properly relieved shall be deemed to have violated these Joint Shipping Rules and shall be subject to disciplinary action by the Classification Committee.

Section 53 – Maximum Period of Employment Aboard Vessels — Class “A”

Except as hereinafter provided any Class “A” registrant who has been employed four calendar months on one ship shall be terminated upon the completion of the voyage on which the limit was reached. “Four months on one ship” shall mean not less than a four-month period. Example: March 17 through July 16.

Section 54 – Maximum Period of Employment Aboard Vessels — Other than Class “A”

Class “B”, Class “C” and non-seniority registrants who have been employed four calendar months on one ship shall be terminated upon completion of the trip on which the limit was reached. Four months shall mean not less than a four-month period. Example: March 17 through July 16.

Section 55 — Four-Month Rule is Maximum Employment Period Only

The four-month rule does not impose any obligation on the Employer to retain any person in employment. The four-month period is merely a maximum period of employment.

No Cost Burden on Employer: In ordering crew members or terminating crew members in accordance with the four-month rule, the Employer shall not be required to assume any additional cost if there is a duplication in wages for the same day.

Section 56 – Obligation to Obtain Replacements

It shall be the responsibility of the ship’s delegate and the Chief Engineer to see that the proper replacements are called in from sea or in port under the four-month rule.

When vessels arrive before 4 p.m. and sail before 8 a.m. the following day or on Saturdays, Sunday and holidays, replacements shall be called in before arrival.

Section 57 – Duty to Leave Vessel Upon Completion of Four-Month Period

1. If a crew member has served his four-month period aboard a vessel, and it arrives in inland waters in the area where he has joined the vessel, his employment shall be terminated. Example: If a vessel is at Stockton, the vessel shall be deemed to be at San Francisco. In Puget Sound ports, a vessel shall be deemed to be in Seattle.

2. If a crew member has four months in, and the ship signs on to go offshore in a port other than port he joined the vessel, the crew member shall be relieved under the four-month rule.

3. When a vessel arrives before 4 p.m. and stays for a period of 24 hours or more, the crew member who has in his four months shall terminate his employment at midnight if properly relieved.

4. When a vessel arrives before 4 p.m. and sails before 8 a.m. the following day, such crew member shall terminate his employment upon the vessel’s arrival if he is properly relieved.

Section 58 – Exceptions to the Four-Month Rule

There are the following exceptions to the four-month rule:

A. If the vessel is proceeding to other coastwise or inter-coastal ports before going offshore, the crew member shall be allowed to remain aboard to the port he joined the vessel or the nearest port thereto, before the vessel goes offshore. (Hawaiian Islands are classed as coastwise ports.)

B. If any crew member has not completed his four months aboard a ship, and ship signs on or leaves the port of engagement for a port outside the jurisdiction of such port, the crew member shall be allowed to make one complete voyage back to port of engagement; provided, however, when new articles are being signed, but the ship is not scheduled to sail for several days, a crew member who will complete his four months’ period of employment prior to the departure of the vessel shall not sign on. (This provision shall be construed liberally in considering the Saturday, Sunday and holiday situation.)

C. If a crew member has completed four or more months’ employment aboard a vessel when the vessel is at his port of engagement, and if no Class “A”, Class “B” or Class “C” registrant competes for the job when it is posted at the regular shipping call, the crew member shall be allowed to remain aboard the vessel for 30 days or for another four months, whichever he chooses.

D. Dispatch to Matson shuttle vessels shall be for a duration of 180 days (six months); however, a seaman may repatriate from the normal shuttle ship replacement/repatriation port with transportation after 120 days’ employment, provided sufficient notice for replacement is given.

E. The four-month rule will apply to employees serving on the Ready Reserve Force vessels.

F. In order to facilitate completion of STCW-95 Rating Forming Part of an Engineering Watch (RFPEW) sea service and practical demonstration requirements, the maximum period of employment for seagoing Wipers shall be six months.

The four-month rule shall apply to Wipers who have acquired six months' sea time in the engine room of an MFOW-contracted vessel.

Section 59 – Union Security – Maintenance of Membership

Every employee who, on **July 1, 2017**, is a member of the Union shall, as a condition of employment and of retention of contractual rights under the Agreement and these Joint Shipping Rules, maintain his membership in the Union as provided herein:

Every person who is an employee on **July 1, 2017**, or who thereafter becomes an employee shall, as a condition of continued employment, become a member of the Union on or after the 31st day of employment or **August 1, 2017**, whichever last occurs, and shall remain a member of the Union for the duration of the current Agreement and any lawful extension thereof.

“Employee” is defined to mean any person who is employed by the Employer to the Agreement in an unlicensed engine room rating or a shoreside job. A person who becomes an employee and thereby obtains Seniority Classification under these Joint Shipping Rules continues to be an employee so long as he holds Seniority Classification.

In the event an employee is at sea at the time any action required by this Rule is to be performed, the time for effecting the act shall be extended to the date of arrival of the employee in the first port where the Union maintains an office.

In the event an employee fails to obtain or maintain his membership as provided in the preceding paragraphs, the Union shall so notify the employer in writing and such employee shall be immediately terminated as an employee. Such person shall also forfeit his Seniority Classification under these Joint Shipping Rules.

An employee on leave of absence in the military service of the United States shall not be required, during the period of such military service, to maintain his membership in the Union for the period that he retains reemployment rights under federal law, provided he makes himself available and registers in the hall within ninety days after release from active duty or within ninety days after recovery from the service-connected disability preventing him from employment continuing after his release from active duty.

Nothing in the foregoing paragraphs shall be interpreted to require the Union to admit into membership any employee, nor shall any of the above provisions be interpreted to limit or circumscribe the Union's right to terminate the membership of any member in accordance with its own Constitution and Bylaws.

An employee shall be deemed in compliance with this Rule if he has tendered the uniform dues and initiation fees uniformly required as a condition of qualifying for or maintaining membership within the time specified.

Section 60 — Appeals Board for Disputes Over Shipping and Seniority Rights

All disputes over shipping and seniority rights shall be referred to an Appeals Board at San Francisco. The Appeals Board shall be composed of an equal number of Employer representatives and Union representatives.

The Union, Employer or any person aggrieved shall have the right, pursuant to rules and regulations adopted by the parties to the Agreement, and within the time limits and in the manner set forth in such rules and regulations, to file an appeal to the Appeals Board. The Appeals Board shall notify all parties of its decision.

If the Union, Employer or any aggrieved person is not satisfied with the decision of the Appeals Board, or if the Appeals Board is unable to reach a decision, any party shall have the right to place the matter before a Referee for decision and the decision of the Referee shall be final and binding. The right to present the matter to the Referee must be asserted within 10 days after the time the parties are notified of the Appeals Board decision. The decision of the Appeals Board shall be considered final if the right of appeal is not asserted within the aforesaid period.

In the event the Appeals Board is unable to agree upon the disposition of a dispute, the Appeals Board shall, upon request of the Union or the Employer, select a Referee to dispose of the dispute. If a grievor is also involved, he shall be advised that the matter is to be placed before the Referee to enable the grievor to present his facts, if he so desires. The decision of the Referee shall be final and binding upon all parties.

Section 61 – Trip Off Procedure and Relief Rules

The parties agree a regular crew member with Class “A” seniority shall be allowed to take a trip off without pay during the four months of employment aboard vessel, provided:

(a) **The crew member has been employed aboard the vessel for a period of at least 28 days, or one trip, whichever is the longest.**

(b) **The crew member has not less than 28 days employment left on the original dispatch.**

(c) **Relief jobs filled under these rules shall be called “temporary relief” by the dispatcher.**

(d) **No transportation shall be paid by the company for the crew member taking a trip off or for the replacement crew member.**

(e) **The regular crew member and the temporary relief shall not both receive pay for the same day of employment so as to create an overlapping of payrolls. The temporary relief shall receive the day's pay. The regular crew member shall remain on the job until properly relieved by the temporary relief.**

(f) **A trip off shall be granted where qualified replacements are available at any port in which the Union operates a hiring hall.**

(g) **The crew member granted a trip off shall rejoin the vessel in the same port at which the temporary relief joined the vessel.**

(h) **The crew member taking a trip off must return to the vessel only at the same rating.**

(i) The crew member requesting a trip off shall notify in writing the engine delegate and the Chief Engineer five days prior to the ship's arrival.

(j) In cases of emergency (not including illness or injury of the crew member making the request) a Class "A", "B", or "C" seniority crew member may be granted a trip off upon presentation of proof of such emergency. Anyone violating this rule shall lose the right to return to vessel.

(k) The temporary relief shall retain their shipping card.

(l) The crew member having a trip off shall register within 72 hours after getting off the vessel. A crew member who fails to do so will forfeit the right to reshuffle assignment.

(m) When a crew member on a trip off does not pick up the reassignment slip, the permanent opening shall be shipped a day after arrival, unless the vessel is scheduled to be in port less than 24 hours.

(n) A crew member on a trip off who does not take the job back can only reregister on the regular shipping list.

DATED: July 1, 2017

MATSON NAVIGATION COMPANY, INC.

By: John W. Sullivan

MARINE FIREMEN'S UNION

By: Anthony Poplawski

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MFOW-MATSON WORK RULES

PART III UNLICENSED ENGINE DEPARTMENT

Section 1. Unlicensed Engine Department

This Section of the Agreement governs only the relations between Matson Navigation Company, Inc., herein called the "Company," and the Marine Firemen's Union, herein called the "Union", and the wages, hours and working conditions for the employees in the unlicensed engine department of the Company.

Jurisdiction and Scope of Work

The jurisdiction of the unlicensed engine room personnel shall include all work in the engine department traditionally performed by unlicensed engine crew members. The duties of each rating shall be the recognized and customary duties as set forth in the Working Rules.

This jurisdiction shall apply whether straight time or overtime provisions prevail. To assume compliance, it is agreed that any work considered to be the exclusive jurisdiction of the unlicensed engine crew shall be performed by the unlicensed engine crew, unless an emergency occurs and the unlicensed engine crew members who are qualified to perform such work are not available. It is also agreed that when maintenance and repair work is assigned to an unlicensed engine crew member during straight time hours, and the senior engineer on board determines that this assigned work, or some portion of this assigned work, must be completed during overtime hours, the unlicensed engine crew shall have first call on such work.

The Licensed Engineers, at their discretion, may elect to work with unlicensed personnel in case of major breakdowns or where circumstances warrant the need.

When conflicting claims of jurisdiction arise with other departments or shoreside crafts, the matter shall be adjusted by mutual agreement with the company, union or unions involved.

It is expressly understood that the above provisions are not intended to alter in any way the provisions of Section 5, "No Interference with Other Employees," of Part I, General Rules.

Customary Duties and Work Performed by the Engine Room Personnel on 21-man Crews

Each unlicensed engine room member of the crew shall perform recognized and customary duties of his particular rating.

MFOW jurisdiction shall be protected if repair and maintenance work is to be performed within the jurisdiction of the MFOW, whether on straight time or overtime hours and such work shall be assigned to the unlicensed engine room crew. Further, if the unlicensed engine ratings that would normally perform such work are otherwise occupied and such work is assigned to personnel other than members of the unlicensed engine room crew, it shall give rise to a claim for a misassign-

ment. If any repair and maintenance work within the MFOW jurisdiction is assigned to other personnel, the claim shall be on an hour-for-hour basis.

Any work performed by any licensed officer or any member of the crew other than unlicensed engine room personnel that is contractually assigned or customarily performed by members of the unlicensed engine room crew shall be compensated at the overtime rate when such work is performed, and the total of such payments is to be divided among the members of the unlicensed engine room crew ordinarily required to perform such work. The unlicensed engine room crew shall continue to perform such work as they have heretofore customarily and traditionally performed. The Company agrees that no work of the kind, nature, or type historically or traditionally now performed or hereafter assigned to the unlicensed crew covered by this Agreement shall be assigned to other personnel, licensed or unlicensed. It is the purpose and intent of this clause to preserve the work of the unlicensed crew covered by this Agreement.

Section 2. Recruitment and Training

The parties reaffirm an agreement for a training program for the purpose of promptly training Union members to learn and utilize new skills that may be required by the introduction of new equipment, to upgrade existing skills, and to train personnel entering the industry as may be agreed upon.

No less than \$100,000 a year, if available in the Training Fund, will be expended to provide training for critical ratings. If there is disagreement on the type of training to be afforded or with the numbers to be involved in such training, then such will be immediately arbitrated.

The Company shall be responsible for required unlicensed engine personnel training related to the operation and maintenance of liquefied natural gas (LNG) propulsion systems and auxiliaries.

Section 3. Grievance Procedure

In accordance with Section 10(a)3 of the General Rules, a Joint Labor Relations Committee shall be established at the Port of San Francisco consisting of six members, one from each signatory Union and three from the Company.

When the dispute or grievance involves a particular department's Working Rules or members and does not involve the General Rules or general application of the Contract, the Committee shall consist of three members from the particular Union involved and three members from the Company. When a dispute involves the General Rules or application of the Contract, it shall be handled by the Joint Labor Relations Committee which shall include representatives from each of the three Pacific District Unions as well as from the Company.

Section 4. 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 day for one day.

In the event a man is logged for missing less than one day's work, he shall be logged only for the time missed, with one-half day being the minimum log. If the payroll cost of the man's replacement, if any, exceeds the amount of the log, the man shall be logged for the payroll cost of his replacement, but not to exceed one day's pay.

This Section shall not be deemed to prejudice the authority of the Master, or the requirement of obedience of the crew described elsewhere in this contract except as specifically herein provided.

Section 5. Drills

(a) At sea when lifeboat or other drills are held on Saturdays, Sundays or holidays, the overtime rate shall be paid for such work.

(b) In port when lifeboat or other drills are held on Saturdays, Sundays or holidays, the overtime rate shall be paid for such drills unless it is the day of departure, in which case it shall not be considered overtime.

(c) In port all men working between midnight and 8:00 a.m. shall be excused unless required to participate by the U.S. Coast Guard Inspector.

In port the time of lifeboat drill shall be posted by 3:00 p.m. the previous day.

(d) In the event any unlicensed engine department member is assigned to the "emergency boat crew" and is called out to perform drills not required by law, all men off watch required to participate in such drill shall be paid overtime for any work performed.

(e) At sea the vessel shall not schedule lifeboat drills prior to noon except where unavoidable in order to be in compliance with the law.

(f) **COAST GUARD REGULATIONS:** In order to be assured of compliance with Coast Guard regulations governing Fire and Life Boat Stations and Manning, any crew member leaving the vessel at one port and rejoining the vessel in another port after a sea passage shall be terminated. Should the ship sail ahead of scheduled departure as posted on the sailing board, a crew member shall not be considered as failing to join the vessel.

Section 6. Rest Period

When the unlicensed engine room personnel work overtime after midnight, they shall have a rest period during the same day starting at 8 a.m. of one hour for each hour's work.

In any event that the 8-12 Watch Junior Engineer is called out to assist in maneuvering or meal relief during the hours of 0001-0800 Monday through Friday (holidays excluded), in addition to overtime earned, he shall receive the applicable straight time rate commencing at 0800 of one hour for each hour worked between 0001-0800.

If, for any reason, a member of the unlicensed engine department is required to work during the period he is entitled to be off under the above rule, he shall be paid for such time at his applicable straight time rate.

On motor vessels in any service in Hawaii and foreign shipping routes, a day worker who has 28 days' continuous em-

ployment shall be entitled to choose one day off with pay for the purpose of visiting with family members and banking. It is the responsibility of the unlicensed engine department personnel, with the concurrence of the Chief Engineer, to schedule these days. Crew members not granted this opportunity shall receive (8) hours pay at the straight time rate.

Section 7. Watch Forecastles

On those vessels that do not provide single rooms for crew members, the principle of watch forecastles shall be adhered to whenever possible and practicable.

Section 8. Making Up Bunks on Freighters

The bunks of Oilers, Watertenders, Deck Engineers, Electricians, Reefer Engineers, Reefer Maintenance Men, Engine Room Maintenance Men, Pumpmen and Unlicensed Junior Engineers shall be made up by the Steward Department.

Section 9. Meals and Coffee Time

(a) In port and at sea, the meals will be served 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.

In order to cooperate with other unions, men must be in messroom for supper by 5:30 p.m. If the crew member is in the messroom by 5:30 p.m. the meal service shall be completed. Service shall continue until 6 p.m.

(b) **COFFEE TIME:** In port or at sea, 15-minute periods shall be allowed for coffee at 10 a.m. and 3 p.m. This privilege shall not be abused.

(c) **NIGHT LUNCH AND COFFEE:** When three or more members of the unlicensed engine department are working on continuous overtime, 15 minutes shall be allowed for coffee and cold lunch at 9 p.m. and 3 a.m. A member of the unlicensed engine department shall make coffee.

When such unlicensed engine department members are working on continuous overtime between 3 a.m. and 8 a.m., 15 minutes shall be allowed for coffee at 5 a.m. or at convenient times near these hours. In the above circumstances, these three men must be in addition to the regular watch on duty.

(d) When such men are working overtime for four or more hours continuously between the hours of 6 p.m. and 3 a.m., they shall be served a hot meal. A minimum of three men, excluding members standing their regular watches, shall be working in order for the meal to be served. If meals are not provided as called for above, one hour at the overtime rate shall be paid.

The meal referred to above shall be served at midnight. In the event the work finishes before midnight, the meal shall be served immediately after the work period.

Section 10. Supper Relief

(a) At sea or in port, the 4-8 Firemen/Watertenders and Oilers shall relieve one another for supper under normal steaming conditions. When the vessel is receiving bells in fog or bad weather, maneuvering or in the process of docking or undocking, the 4-8 Firemen/Watertenders and Oilers shall be relieved for supper when relief is available and the men relieving shall be paid one hour at the overtime rate.

(b) On single-handed diesel vessels, the watch shall be relieved at 5:00 p.m. for supper. The man relieving shall be paid one hour at the overtime rate.

On diesel vessels with two or more men on watch, the provisions of (a) above shall apply.

(c) Special Rules Applicable to Automated or Retrofitted Vessels

(1) Relief for Meals

a. Under all circumstances at sea, supper relief shall be provided. The Day Junior shall relieve and shall be paid one hour of overtime.

b. Under all circumstances in port, supper relief will be provided. The Day Junior shall relieve and shall be paid two hours of overtime.

c. When an Unlicensed Junior Engineer stands supper relief and is called out for maneuvering after he has completed his supper relief time (normally 1700 to 1720), he will be entitled to the supper relief minimum and the maneuvering minimum.

When the Unlicensed Junior Engineer is called out for supper relief and works continuously on the supper relief and maneuvering, the time would be continuous and would require only one minimum or the time worked, whichever is greater.

The longstanding interpretation that meal hours do not break the continuity when unlicensed engine room personnel are working overtime, take their meal hours and return to the same work is not affected by this understanding.

(2) Donkey Watch in Port

a. In port when on donkey watch, the Day Junior Engineer will relieve the Watch Junior Engineer at 1120 hours. The Watch Junior Engineer will then eat his lunch and return to the engine room by 1155 hours, thus permitting the Day Junior Engineer time for his lunch.

b. On weekdays no payment of overtime or the applicable straight time rate will be involved in this noon meal relief for the Unlicensed Junior Engineer. On Saturdays, Sundays and holidays in port, the Day Junior will be paid two hours of overtime for his noon relief.

(3) Meal Relief by Other than Unlicensed Junior Engineer

a. If the Day Junior is not available to relieve for lunch or supper at sea, any qualified member of the unlicensed engine department may relieve for such meals and shall receive one hour of overtime for each such relief at the Day Unlicensed Junior Engineer's rate.

b. If the Day Junior Engineer is not able to relieve for lunch or supper in port, any qualified member of the unlicensed engine department may relieve for such meals and shall receive two hours of overtime at the Day Unlicensed Junior Engineer's rate.

c. On vessels that do not employ a Day Unlicensed Junior Engineer, the Watch Junior Engineers shall continue to have first preference for meal reliefs and call-outs for the purpose of assisting during maneuvering periods. In the event the Watch Junior Engineers are not available or decline the maneuvering call-outs, then the Electrician/Maintenance Man

shall be called out to perform this duty and to receive his wage-related overtime rate during overtime hours and the straight time rate during the straight time hours. He shall also be called out for meal reliefs during maneuvering periods when personnel, in addition to the watchstanding Junior Engineers, are required (i.e., two Unlicensed Junior Engineers in the engine room at all times during maneuvering).

He shall not perform any meal reliefs during a period that he is the only unlicensed person on watch, unless he possesses the necessary U. S. Coast Guard endorsement as Unlicensed Junior Engineer.

Section 11. Holidays

The following days shall be recognized as holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Presidents' Day (formerly Washington's Birthday)	Veterans' Day
Memorial Day	Thanksgiving Day
Kamehameha Day	Christmas Day

When these holidays fall on Saturday or Sunday, the following Monday shall be recognized in lieu thereof.

Overtime shall be paid for all work performed on a holiday.

When in any port of the United States, unlicensed personnel shall be granted any additional holidays granted by the Company to the longshoremen in such ports. Overtime shall be paid when required to work on such holidays.

In addition to the foregoing provision, the unlicensed personnel shall also be granted a three-hour holiday between 12 p.m. and 3 p.m. on Good Friday when in port in those states where longshoremen are not granted such a holiday between 12 p.m. and 3 p.m. Overtime shall be paid when required to work during such hours on Good Friday.

When a vessel is in an American port on a general city, county, state or federal Election Day, employees who are qualified voters in that area shall be afforded two hours to vote.

In the event the national holiday structure is changed, the matter will be negotiated at that time. In any event, days named as holidays in this section will be recognized once for each holiday listed.

The Company agrees that, if Cesar Chavez's Birthday becomes a national holiday, it shall become an additional holiday under this Agreement.

Section 12. Wages and Overtime Rates

MOTOR VESSELS

Rating	Effective July 1, 2017
Chief Electrician/Reefer/Junior Engineer	
Monthly Wage Rate	\$6,003.57
Daily Wage Rate	200.12
Hourly Straight Time Rate	35.35
Hourly Overtime Rate.....	53.06
Supplemental Wage (Mo. Base)	6,498.56
Supplemental Daily Wage Rate	122.75

Rating	Effective July 1, 2017
Reefer/Electrician/Junior Engineer	
Monthly Wage Rate.....	\$5,715.22
Daily Wage Rate.....	190.51
Hourly Straight Time Rate.....	33.70
Hourly Overtime Rate.....	50.58
Supplemental Wage (Mo. Base).....	6,317.74
Supplemental Daily Wage Rate.....	119.33

Junior Engineer/Utility - Day	
Monthly Wage Rate.....	\$5,188.38
Daily Wage Rate.....	172.95
Hourly Straight Time Rate.....	30.63
Hourly Overtime Rate.....	45.99
Supplemental Wage (Mo. Base).....	5,626.01
Supplemental Daily Wage Rate.....	106.27

Wiper	
Monthly Wage Rate.....	\$3,510.34
Daily Wage Rate.....	117.01
Hourly Straight Time Rate.....	20.98
Hourly Overtime Rate.....	31.42
Supplemental Wage (Mo. Base).....	4,052.28
Supplemental Daily Wage Rate.....	76.54

Advancement Program Wiper	
Monthly Wage Rate.....	\$3,047.51
Daily Wage Rate.....	101.58
Hourly Straight Time Rate.....	13.07
Hourly Overtime Rate.....	19.61
Supplemental Wage (Mo. Base).....	3,047.51
Supplemental Daily Wage Rate.....	25.40

When WATCHMEN are assigned to work as Day Men at sea or in port, the amount of \$10.00 per day shall be paid in addition to the basic monthly wage rates set forth above.

AUTOMATED STEAM VESSELS

Rating	Effective July 1, 2017
Chief Electrician	
Monthly Wage Rate.....	\$5,728.93
Daily Wage Rate.....	190.96
Hourly Straight Time Rate.....	33.75
Hourly Overtime Rate.....	50.68
Supplemental Wage (Mo. Base).....	6,218.93
Supplemental Daily Wage Rate.....	117.47

Reefer/Electrician	
Monthly Wage Rate.....	\$5,578.07
Daily Wage Rate.....	185.94
Hourly Straight Time Rate.....	32.91
Hourly Overtime Rate.....	49.34
Supplemental Wage (Mo. Base).....	6,188.01
Supplemental Daily Wage Rate.....	116.88

Rating	Effective July 1, 2017
Junior Engineer — Watch	
Monthly Wage Rate.....	\$4,437.16
Daily Wage Rate.....	147.91
Hourly Straight Time Rate.....	26.23
Hourly Overtime Rate.....	39.36
Supplemental Wage (Mo. Base).....	6,831.99
Supplemental Daily Wage Rate.....	129.05

Wiper	
Monthly Wage Rate.....	\$3,510.34
Daily Wage Rate.....	117.01
Hourly Straight Time Rate.....	20.98
Hourly Overtime Rate.....	31.42
Supplemental Wage (Mo. Base).....	4,052.28
Supplemental Daily Wage Rate.....	76.54

HOURLY RATES

	Effective July 1, 2017
Dirty Work Rate — Straight Time	
Automated Vessels.....	\$22.00
Dirty Work Rate — Overtime	
Automated Vessels.....	\$36.22

If a man is entitled to dirty work pay, he will be paid the dirty work rate, unless his hourly straight time (base hourly) rate is higher than the dirty work rate, in which case he will be paid at the hourly straight time rate.

Watchstanding Day Junior Engineer Meal Relief Rate,	
Hourly.....	\$44.80

Section 13. Overtime, Penalty Rates and All Other Rates of Extra Compensation

(a) **Overtime:** The overtime rates for all ratings shall be time and one-half of the base hourly wage for each rating (as specified in Section 12).

(b) **Penalty Rate:** Penalty time shall be paid at the applicable straight time rate for each rating specified in Section 12. All other rates are of extra compensation.

(c) **Watchmen on Day Work:** When rates under the heading of “Watchmen” on the Wage Schedule are assigned to work as Day Men at sea or in port, the amount of \$10.00 per day shall be paid in addition to the basic monthly wage rates.

Section 14. Overtime and Penalty Time Rules

(a) Overtime shall be paid for all work, except work done for the safety of passengers, cargo, ship or crew, performed in excess of eight hours between midnight and midnight of each day and for all work performed, including the standing of routine watches, on Saturdays, Sundays and holidays. When men are required to work during overtime hours or off watch, they shall receive a minimum of two hours. Where overtime work exceeds two hours, payment will be allowed for actual time worked but not less than half-hour periods. If men are knocked off when they are being paid the overtime rate for two hours or less during work in overtime hours, time shall be continuous.

(b) Time starts when men are called if they report for work within thirty minutes. If they do not report within thirty minutes, time is to start from the time of reporting for duty, and time shall count from time men are turned to until they are released, including time of standing by.

(c) There shall be no duplication or pyramiding of applicable straight time or overtime; provided, however, when Watchstanders are standing their regular watch after 5 p.m. and before 8 a.m. and on Saturdays, Sundays and holidays, they shall be required to perform only their normal watch duties.

(d) When work requiring the payment of the applicable straight time worked is less than one hour, payment for one hour will be allowed. Where such time worked exceeds one hour, payment will be allowed for actual time worked but not less than half-hour periods.

Section 15. Standby and Special Project Shipyard Personnel Rates

(a) **Effective July 1, 2017**, the standby rate of pay for all ratings, on watch or on day work, shall be as follows:

Rating	Hourly		Dirty Work	
	ST	OT	ST	OT
Standby Wiper Standby	\$34.50	\$51.76	\$43.14	\$51.76
Junior Engineer Standby	\$36.35	\$54.54	\$45.44	\$54.54
Electrician/Reefer	\$39.23	\$58.85	\$49.04	\$58.85

(b) The hours of work for men hired for day work shall be 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday. Overtime shall be paid for all work before 8 a.m. and after 5 p.m. and on Saturdays, Sundays and holidays. A minimum of one full day's pay is guaranteed for the first day of a dispatch and nothing less than one-half day thereafter. The minimum of one full day's pay Monday through Friday shall be equivalent of 8 hours at the applicable rate. **When standby personnel are required to work during a meal hour, they shall be paid one hour of overtime.**

(c) The hours of work for men hired for donkey watch shifts shall be the normal 8 hour watches stood by the ship's regular unlicensed engine crew Watchstanders in port. Overtime shall be paid for all work outside the assigned watch hours and for all watches stood on Saturdays, Sundays and holidays.

(d) When standby men are required to perform work under Section 26, they shall receive the applicable standby dirty work rate listed in (a) above.

(e) The daily travel allowance for each rating shall be \$3.00.

(f) The daily SIU Medical Center contribution rate shall be \$3.75.

(g) **Effective July 1, 2017**, the daily fringe benefit contribution rates for all ratings shall be as follows:

MFOW Money Purchase Pension Plan	\$27.00
MFOW Welfare Plan	\$42.35
MFOW Training Plan	\$6.57
MFOW Joint Employment Committee	\$5.00
SIU-PD Medical Center	\$3.75
SIU-PD Pension	\$10.00

(h) Special Project Shipyard Personnel: The Company may

request to hire Union personnel for special projects during overseas and domestic shipyard periods, and shall determine the positions, number of jobs and length of employment of any special project shipyard personnel requested.

(1) The wages and benefits for special project shipyard personnel shall be equivalent to the wages and benefits listed in (a) and (g) of this Section.

(2) Shipyard Point-Of-Contact Watch: Special project shipyard personnel who voluntarily accept the duties as Point-Of-Contact (POC) watch in the shipyard shall be paid the licensed officers' fixed rate for those duties.

(3) The Company shall provide transportation, lodging and subsistence to special project shipyard personnel assigned to vessels in overseas shipyards or domestic shipyards located in excess of 100 miles from an MFOW hiring hall.

(4) Special project shipyard personnel shall be mutually selected by the Union and the Company. The Company shall have the right to select special project shipyard personnel, including the right to accept or reject any personnel suggested by the Union for any reason not prohibited by law.

(5) Special project shipyard personnel dispatched under this Section shall perform the customary duties of their rating(s) as directed. In foreign shipyards these duties shall include the monitoring, operating, maintenance and repair of domestic reefer and air conditioning plants.

Section 16. Working Cargo

(a) Unlicensed engine room personnel, when handling cargo, shall be paid at the rates as shown in Section 12.

(b) Members of the unlicensed engine department, when cargo is being worked in Alaska and other ports where regular union longshoremen are not available, shall have first preference for working cargo after members of the deck department.

Section 17. Temporary Promotions to Replace Sick or Injured Crew Members

At sea or in port when it is necessary to temporarily relieve a sick or injured man remaining aboard the vessel, a temporary promotion shall be made. No one shall be switched to a lower rating unless it is necessary due to unavailability of a man for promotion.

At sea or in port when men are temporarily promoted to a higher rating for purpose of relieving sick or injured aboard ship, they shall, during such period, receive the differential in wages plus any applicable straight time rate and/or overtime normally earned by and at the rate paid to the rating to which they are temporarily promoted.

At sea or in port when ratings above Fireman/Watertender or Oiler are temporarily switched to a lower rating for the purpose of relieving sick or injured Watchstanders aboard ship, they shall, during such period, suffer no reduction in wages and shall be paid overtime for work performed on Saturdays, Sundays and holidays; and on Mondays through Fridays, any other overtime or applicable straight time rate normally earned by the rating to which they are temporarily switched.

Men serving in required certificated ratings shall not be temporarily promoted or re-rated to jobs not required by the Certificate of Inspection unless there is a man aboard the ves-

sel serving in a lesser capacity in the unlicensed engine department with the proper endorsement to fill the required certificated job.

When the Company fails to promote or re-rate as provided above, men serving in the same capacity as the missing rating shall receive a split of the wages of the missing rating.

Section 18. Shorthanded

(a) When vacancies occur at sea or in port, other than temporary sick or injured crew members remaining aboard the vessel, promotions or re-ratings shall be made on the basis that ratings required by the Certificate of Inspection will be covered by men with the proper endorsements where possible.

(b) Ratings Required by Certificate of Inspection

All jobs assigned to the unlicensed engine department personnel listed on the vessel's Certificate of Inspection, such as Fireman/Watertender, Oiler and Unlicensed Junior Engineer, shall be filled by men with the qualified U.S. Coast Guard endorsement for that rating. Should there be vacancies in the jobs listed on the vessel's Certificate of Inspection, the jobs shall be filled by arrangement between the Delegate and the Chief Engineer in the following manner:

First Step: Promote men with the required endorsement serving in lesser ratings on a promotional basis.

Second Step: On freighters with Day Unlicensed Junior Engineers and, when no Wiper with the proper endorsement is available for promotion, then such Day Unlicensed Junior Engineer shall be re-rated to fill the vacancy (provided the Day Unlicensed Junior has the proper endorsement). The Day Unlicensed Junior would work under Watchstanders' rules, Section 21, and would continue to receive the higher wage and the amount of **\$22.00** per hour for all watches stood Monday through Friday, holidays excluded.

Third Step: If vacancies are still unfilled after steps (1) and (2), then the Chief Engineer and Delegate shall select from the following ratings those men necessary to fill the certificated ratings on the basis of seniority aboard the vessel with the understanding that there may be times when the Chief Engineer may need a man with the greatest seniority to remain in his present rating because of the work schedule of the vessel for the voyage. Men so re-rated shall receive the wages of their higher rating, and the amount of **\$22.00** per hour for all watches stood Monday through Friday, and wage-related overtime for watches stood on Saturdays, Sundays and holidays.

FREIGHTERS

Men to be Re-Rated:

Unlicensed Junior Engineer (Day)

Electrician/Maintenance Man

Reefer Maintenance Man

Fourth Step: If vacancies are unfilled after Steps 1, 2, and 3, then the remaining watch men with the proper endorsement have the preference of splitting the watch and receiving the wage-related overtime for all watches stood for the missing man. In addition, they shall receive a split of the missing man's wages.

Fifth Step: After Steps 1, 2, 3 and 4 have been accomplished and there are still vacancies in the certificated ratings, a Wiper without endorsements shall be promoted.

Promotions and re-ratings of unlicensed engine department personnel to vacant jobs shall not take place until the vessel has departed for sea or is ready to depart for sea. Any promotions or re-ratings shall be on the temporary basis until the vessel arrives at the first American port where the Union has a hiring hall, at which time the jobs shall be filled if men are available as per the Union's Shipping Rules.

It is understood that no split wages are payable due to vacancies caused by re-ratings to fill certificated jobs.

(c) Ratings Not Required by Certificate of Inspection

Such promotion shall be arranged by the Chief Engineer and the Delegate on the basis of endorsement. If a man with the required endorsement is aboard the ship in a rating not required by the Certificate of Inspection, such man must accept the promotion. If a man with the required endorsement is not available, then the Chief Engineer and Delegate shall arrange the required promotion. It is understood the man promoted under such circumstances may not refuse the promotion. However, upon the vessel's arrival at the port of payoff or at a port where the Union maintains a hiring hall, the man promoted shall retain his right of dropping back to his original rating aboard ship. If after such promotion is made and the vessel is short of her regular unlicensed engine department complement due to the fault of the Company or in cases where replacements are available, the wages equivalent to the rating that is missing shall be divided among the balance of the crew of that particular rating. If such promotion is not made, the balance of the crew of that particular rating shall receive a split of the missing rating's wages until the promotion is made or until the vacancy is filled.

Section 19. Shifting Ship

(a) After the vessel has arrived as defined in Section 22, subsequent moves in inland waters, bays, rivers and sounds shall be regarded as shifting ship.

(b) The following shall not be regarded as shifting ship:

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

(c) Moves from Honolulu to Pearl Harbor or vice versa; moves from Vancouver, B.C. to Victoria or vice versa; moves from Yokohama to Yokosuka or vice versa; moves from Kobe to Osaka or vice versa, shall be considered a shift of ship.

In the case of ships traveling through the Panama Canal and loading or discharging cargo at both ends of the Canal, such move through the Canal shall be considered a shift.

In the case of ships traveling through the Suez Canal and loading or discharging cargo at both ends of the Canal, such move through the Canal shall be considered a shift, provided that embarking or disembarking of passengers and their baggage is not construed to mean the vessel would fall under this rule.

(d) When day workers are engaged in such shifts during overtime hours, they shall be released at FWE bell and plant is secured and not be assigned to other duties to fill out overtime minimums.

(e) When vessel is to shift on Saturday to go into layup and the engine room plant is in operation, the vessel's crew is to be used for such shift and wages are to be paid for Saturday and

Sunday. Wages are also to be paid for Monday if it is a recognized holiday.

(f) When the vessel is shifting and a delay occurs during transit causing a delayed arrival at the next berth, men waiting on the dock to go on watch or on day work shall be reimbursed for meals missed after the normal time of arrival at the berth and shall also be reimbursed for lodging if the vessel is delayed overnight.

When men are waiting on the dock for the vessel to arrive, they shall report to the Watchman on duty. If a crew member fails to report to the Watchman, no claim for subsistence or lodging will be payable.

No additional compensation, except meals and lodging, shall be paid for waiting during straight time hours.

On Saturdays, Sundays and holidays, Watchstanders waiting on the dock to go on watch who have reported to the Watchman and have not been dismissed, shall be compensated as if they were on watch and be paid overtime in accordance with the Agreement; provided, however, no Watchstander shall be entitled to more overtime hours than he would have earned had he stood his regular watch after normal arrival time of the vessel. If advised by the Watchman when reporting that they are not required to stand by, the applicable overtime minimums shall be paid.

The foregoing provisions of this subsection (f) shall not apply to those men who, with permission of the Officer in Charge, trade watches among themselves to give one another additional time off in port.

(g) At continental U.S. ports when shifts commence at 3 p.m. or later on a weekday, day workers not needed for the shift shall be released one (1) hour prior to scheduled shifting time.

Section 20. Day Workers, Hours of Work

(a) **At sea:** Day workers shall work from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Mondays through Fridays.

All work performed after 5:00 p.m. and before 8:00 a.m., Mondays through Fridays, and on Saturdays, Sundays and holidays, shall be paid for at the regular overtime rate.

(b) **In port:** Day workers shall work from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Mondays through Fridays.

All work performed after 5:00 p.m. and before 8:00 a.m., Mondays through Fridays, and on Saturdays, Sundays and holidays, shall be paid for at the regular overtime rate.

(c) The following engine room personnel shall be recognized as day workers:

Chief Electrician
2nd Electrician
Electrician/Maintenance Man
Reefer Maintenance Man
Unlicensed Junior Engineer
Wiper

When any of the above ratings are Watchstanders, they shall work under the Watchstander's working hours in port and at sea.

Section 21. Watchstanders, Hours of Work

(a) **At sea:** Watchstanders, while at sea, shall stand four hours on and eight hours off. All watches stood on Saturdays, Sundays and holidays shall be paid at the overtime rate.

(b) **In port:** Whenever sea watches are broken and donkey watches are set, Watchstanders shall stand eight hours on and sixteen hours off. All watches stood on Saturdays, Sundays and holidays in port shall be paid for at the overtime rate.

Section 22. Port Time: Arrival and Departure

(a) A vessel shall be elected to have arrived in port and port time commences at the first even hour 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, layup; awaiting orders or berth. This provision shall not apply to emergency anchorage or mooring solely for reasons of safety.

The term "moored at or in the vicinity of a port" shall cover any situation where the facts of the situation disclose that the vessel has as its immediate destination, the specific port.

Examples: Commencement of Port Time

All fast to dock at 5 a.m. –
Port time commences at 5 a.m.

All fast to dock at 5:20 a.m. –
Port time commences at 6 a.m.

All fast to dock at 5:50 a.m. –
Port time commences at 6 a.m.

Exception:

(b) 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 exception shall not apply where the delay is because the vessel is awaiting a berth, and in any event, shall only apply where the delay is caused by the arrival of the vessel during hours that the officials passing quarantine or pratique are not on duty and only for such limited period.

(c) A vessel shall be deemed to have departed and port time terminated at the first even hour after time mooring lines are cast off or anchor is aweigh for the purpose of putting to sea, directly.

Examples: Termination of Port Time

Last line let go at 5 a.m. –
Port time terminates at 5 a.m.

Last line let go at 5:20 a.m. –
Port time terminates at 6 a.m.

Last line let go at 5:50 a.m. –
Port time terminates at 6 a.m.

(d) Clarification of Port Time

At ports where 24 hours clearance is available, when a vessel arrives and anchors awaiting berth, port time starts at the first even hour (see examples) after the vessel is secure at anchor. It is understood this will not be gimmicked by the failure of mates or engineers to make proper entries in the log book.

At “closed ports”, where clearance is only available at specific hours, when a vessel arrives at hours when quarantine or pratique clearance is not available because of the Officials not being on duty, and anchors awaiting berth, port time starts at the time the Officials go on duty.

It is understood that at anchorages where the Port Officials will not board the vessel for clearance, the vessel may be on port time even though no launch service can be supplied.

When a vessel anchors solely for the purpose of awaiting pilot, quarantine, pratique, safe weather or tide, and not for the purpose of awaiting berth or for any of the other reasons listed under Section 22(a) as constituting port time, port time would not start until the vessel moved to a regular anchorage or a dock. Port time would apply when the vessel remains at quarantine anchorage awaiting berth as provided in the above understandings.

Section 23. Watches

(a) Setting Watches

On days of departure, all sea watches shall be set at 0001. Sea watches must be set simultaneously for all unlicensed engine room personnel.

(b) Breaking Watches

When vessel arrives and departs on the same day, sea watches shall not be broken. Sea watches shall not, however, be maintained on days other than days of arrival or days of departure.

On all vessels, sea watches and donkey watches shall be broken at midnight. Donkey watches shall be set simultaneously for all unlicensed engine room personnel.

When vessels transit the Panama Canal and interrupt their voyage to fuel at Balboa or Cristobal, regular sea watches shall be maintained unless the vessel is scheduled for a stopover of 24 hours or more, in which event the regular rules on breaking sea watches shall prevail.

However, if the vessel takes on fuel on Saturday, Sunday or holidays, the vessel shall be considered to be in port for all men on watch from FWE bell or arrival at the oil dock to all clear of the dock or anchorage.

(c) If however, the vessel sets sea watches at midnight with the intention of departing for sea and is bar-bound or held in the harbor at a dock because of weather conditions or through the vessel being delayed due to shortage of unlicensed engine department crew, the \$10.00 penalty shall not be paid because of maintaining sea watches under such conditions.

(d) When the vessel loads or discharges cargo in open ports, roadsteads, or island outports, the vessel may maintain sea watches.

(e) If watches are not set and broken in accordance with the provisions of this Section, each Watchstander affected shall be paid the sum of \$10.00 for each day involved.

Section 24. Division into Watches

(a) Firemen, Oilers, Watertenders, Unlicensed Junior Engineers and other Watchstanders shall, while at sea, be divided into three watches which shall be kept on duty successively for the performance of work incidental to the navigation and maintenance of the vessel.

(b) **Switching of Watches:** Whenever a watch in a particular rating becomes open, men working in that rating shall preference to take any watch that is open based upon the length of time currently served on the vessel in the rating.

Section 25. Callbacks on Saturdays, Sundays and Holidays

When a vessel is in port and members of the unlicensed engine room department personnel are called back for the purpose of shifting ship, fueling ship or to perform maintenance work or repair work on Saturdays, Sundays and holidays, a minimum of four hours’ overtime shall be paid for each such call.

Section 26. Dirty Work — Dirty Hour

When members of the unlicensed engine room department perform work in bilges, tanks, boiler uptakes, work on tank tops, clean inside of condensers (time starts with removing heads), repair work on condensers where it is necessary to have at least the head and one shoulder inside the condenser, or work on scavenger systems or exhaust chambers of diesel vessels, enter boilers, or wash down uptakes, blow tubes with hand lance, turbine tubes, or clean engine room crank pits, they shall be paid the applicable straight time rate or dirty work rate, whichever is greater, during regular hours and the applicable overtime rate during overtime hours as shown in Section 12. However, if the regular overtime rate for the rating performing the work is greater than the dirty work rate, the regular overtime rate shall be paid.

A minimum of two unlicensed engine department men shall be used when working in tanks.

When Wipers are required to clean or assist in repairing boilers, a minimum of two Wipers shall be used, and they shall alternate working inside the boiler and both men shall receive the dirty work rate.

When unlicensed crew members are required to work in the above spaces that are considered dirty work, they shall be allowed one hour for cleaning clothes and washing up. When the hour allowed is during overtime hours, the dirty work or the overtime rate, whichever is greater, shall be paid.

No penalty is payable to Wipers for clearing limber holes, clogged drains in crank cases, etc., or cleaning bilge strainers, clearing away sticks or rags in bilges, which shall be considered as part of the Wiper’s customary duties.

Section 27. Boiler Suits, Boots and Special Clothing and Equipment

(a) When men work in spaces as outlined in Section 26, they shall be furnished with boiler suits and boots.

When boiler suits and boots are not furnished as provided for above, the men concerned shall be paid \$10.00 each.

When such dirty work requires men to work for more than two successive days on a dirty job, a fresh boiler suit shall be furnished at the end of the second day. It is understood that the members of the unlicensed personnel performing the work shall request a fresh boiler suit from the Officer in Charge. If men are required to launder ship’s boiler suits, they shall be paid the applicable straight time rate during straight time hours.

(b) Heat resistant gloves and flip-up, glare-proof safety

masks and two pairs of coveralls will be furnished to Firemen, Firemen/Watertenders and Junior Engineers upon joining the vessel. Notwithstanding Section 27(a), employees who are issued boiler suits provided under paragraph (b) will be required to launder their own.

(c) Vessels with built-in commercial reefer space will furnish parka jackets and gloves for use of unlicensed engine crew members required to enter these spaces in the course of their duties.

(d) The Chief Engineer shall have aboard ear protective devices, such as ear muffs, that can be used by unlicensed engine department personnel when working in areas that are unusually noisy.

(e) Vessels Carrying Reefer Vans

(1) Boiler suits shall be provided on request to the Electricians and the reefer rating who are responsible for hooking up and disconnecting reefer vans. Boiler suits shall be exchanged not more often than once a week, and it shall be incumbent upon the individual to turn in his dirty boiler suit to the Chief Engineer or the 1st Assistant Engineer to receive a clean boiler suit.

(2) Miner's helmet with lamp, rain gear, boots and parka jackets will be furnished for the use of unlicensed engine crew members required to work on reefer vans on deck during bad weather. This clothing and equipment will be under the custody of the Chief Engineer or the 1st Assistant Engineer, and men issued this clothing and/or equipment will be responsible for returning it when not in use or prior to the end of the voyage.

Section 28. Firemen/Watertenders on Sea Watches and Donkey Watches

The above-named men shall clean burners, strainers, fuel oil drip pans, punch carbon, keep steam, watch oil pressures and temperatures in fire room and tend water. They shall, on all watches, clean up excess oil occasioned by changing burners and shall keep the fire room in a safe condition. They shall not be required to do any cleaning work other than to leave the station in safe working condition.

On new type freighters where strainers are on bottom gratings or floor plates are not on fire room platform, Wipers shall be required to clean strainers while on duty.

On Saturdays, Sundays and holidays, and at night time, Firemen or Firemen/Watertenders shall attend to this duty.

Day Work: When watches are broken and Firemen/Watertenders are on day work, they shall work under the Working Rules specified for Watertenders on day work.

At Sea — Vessels Using the Butterworth System: When the Butterworth system or any similar system using the principle of steam and/or hot water is being used in cleaning tanks after 5:00 p.m. and before 8:00 a.m. and ship's pumps or ship's steam is used in the operation, the Fireman/Watertender on watch shall be paid the applicable straight time rate.

Section 29. Oilers

(a) (1) **On Sea Watches:** Shall oil main engine if reciprocating watch temperatures and oil circulation if turbine, watch D.C. heater, 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.

Oilers shall do no cleaning or station work, but they shall be required to leave safe working conditions for their relief. Provided, however, that Oilers shall only be required to do such work necessary to leave safe working conditions when Wipers are off duty.

Oilers on turbine jobs not required to tend water may be required to do maintenance work, excluding maintenance work on boilers, between the hours of 6 a.m. and 6 p.m. provided that such maintenance work shall not exceed one hour each watch, or interfere with their routine sea duty.

(2) **On Donkey Watches:** On turbine jobs he shall oil auxiliaries, watch D.C. heater, and perform the normal duties of ratings as specified under the Sea Watch Section.

On reciprocating jobs, he shall take care of oiling auxiliaries and watch ice machine and pump bilges.

(b) Rules which are Applicable to Both Sea Watches and Donkey Watches

Saltwater Evaporator Equipment or Make-Up Feed Evaporator: Starting and blowing down salt water evaporator or make-up feed evaporator equipment on freighters or vessels that do not carry special evaporator men shall not be a part of the Oiler's recognized duties.

When such equipment is placed in operation, Oilers or Unlicensed Junior Engineer shall 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 pump or pumps operated in connection with such equipment, without payment of overtime or the straight time penalty.

When Oilers or Watch Junior Engineers are required to start or blow down salt water evaporator to make up feed evaporator equipment, they shall be allowed one hour at the applicable straight time rate.

(c) **Reefer Cargo Temperatures:** Notwithstanding the fact that commercial reefer cargo is prohibited from being placed in domestic reefer boxes, in the event commercial cargo is placed in domestic boxes, the Oiler shall take temperatures on such boxes and shall be allowed one hour's penalty straight time rate for each four-hour watch for taking such temperatures.

On such vessels that carry more than two reefer vans, temperatures shall be taken twice daily by the Oilers off watch and they shall receive two hours' overtime each time they take and record such temperatures.

(d) **Liquid Cargo Temperatures:** On vessels carrying liquid cargo, and when it is necessary to take temperatures of liquid cargoes in locations such as the pipe tunnels and shaft alleys beyond the confines of the engine or fire room, the taking of such temperatures shall be the work of the Oiler on watch and he shall receive the straight time rate for taking such temperatures. It is understood that this arrangement shall not interfere with the responsibility of the vessel's Senior Officers to exercise care and custody of cargoes as required by law. In port, this straight time rate shall not apply on Saturdays, Sundays, holidays and after 5 p.m. and before 8 a.m.

(e) **On Day Work:** Shall assist the Engineers in maintenance

work in engine department; provided, however, he shall not be required to do any cleaning of boilers, painting, cleaning paint, polishing work, wire brushing, chipping, scaling. Their work shall be confined to maintenance and repair work only.

When no Plumbers are carried, they may be required to assist in taking on water and assist in fueling ship.

Section 30. Wipers

(a) **General Duties:** Wipers shall do general cleaning, painting and polishing work in the engine department and take on stores, including assisting in fuel oil, **lube oil, slops, and liquefied natural gas (LNG) transfers.**

(b) **Taking Water on Freighters:** When the vessel is taking water during straight time or overtime hours, the Wiper shall connect the water hose and when the vessel finishes taking water, the Wiper shall disconnect and put away the water hose. When this work is done after 5 p.m. and before 8 a.m. weekdays or on Saturdays, Sundays and holidays, the applicable overtime minimum shall be paid.

In the event shoreside personnel connect or disconnect water hoses, the Wiper must be offered the work of standing by to assist while the hoses are being connected or disconnected and shall be paid the applicable overtime minimum after 5 p.m. and before 8 a.m. weekdays or on Saturdays, Sundays and holidays. If the Wiper does not wish to stand by to assist in such cases, he shall not be entitled to overtime.

(c) **Sounding Tanks:** Wipers shall assist in sounding of tanks.

(d) **Helpers:** Wipers may also be required to work as helpers in doing general maintenance work under the supervision of the Engineers, Electricians, Plumbers, Deck Engineers and other higher ratings in the engine department.

When Engineers do burning and welding in areas where it is necessary to move equipment to such areas, Wipers shall be required to handle cables and hoses and stand by as fire watch.

(e) **Fiddley:** On freighters, Wipers shall be required to paint and clean fiddley behind and on top of boiler spaces as part of their regular duties. This work shall not be done while the vessel is in the tropics. (The word "tropics" as used herein shall mean any area within the confines of the Tropic of Cancer on the North and Capricorn on the South. This includes the Hawaiian Islands.)

(f) **Foreign Labor:** When in foreign ports and shoreside labor is used in engine room spaces for painting, chipping, cleaning, etc., all Wipers shall be afforded the opportunity to supervise this work. Those who turn to shall be paid at the applicable dirty time rate.

(g) **Tank Tops - Bilges:** On freighters, Wipers shall be required to wash down fire room and engine room tank tops; however, they shall be paid the applicable straight time rate or overtime rate defined in Section 26 when required to clean tanks or tank tops by hand or clean bilges by hand. Such work of cleaning bilges includes chipping, red-leading and painting the bilges up to the floor plates. However, cleaning bilge strainers, cleaning away sticks or rags shall be regarded as part of the Wiper's usual duties.

(h) **Boilers — Fire Room:** Wipers shall be paid the dirty work rate as provided in Section 26 when required to clean

boilers from the inside or from the outside; provided, however, when Wipers are required to wash down boilers from outside with hose or haul up sacks of debris and clean fire room after working in boilers, the current dirty work rate shall be paid for actual time worked during straight time and the overtime rate shall be paid for all work during overtime hours.

When boilers are being cleaned, a minimum of two Wipers shall be used at all times.

Cleaning of boilers from the inside or from the outside shall be defined as follows: Any work inside the boiler casing (whether performed from within or without), furnace or fire box, steam drums, uptakes, cleaning work on registers, on top of boilers, (except routine cleaning after repair by ship's personnel), washing down boilers with either steam or water. Routing sougeeing of boiler casing from floor plates or grating shall not be considered dirty work.

(i) **Cleaning Unlicensed Engine Room Quarters:** On freighters, one Wiper shall be assigned two hours daily to clean (not paint) unlicensed engine room crew's quarters as part of his station; provided, however, that he shall not be required to sweep, mop or sougee alleyways or do other work that will conflict with Steward Department, and further provided that if dirt from quarters is swept in alleyways, he shall clean same. Two hours' overtime shall be paid for this work on each Saturday, Sunday and holiday.

(j) **Painting:**

(1) **Freighters -- Unlicensed Crew Quarters and Messmen:**

On freighters, Wipers may be assigned to paint out the unlicensed engine department crew quarters while at sea. When Wipers are assigned to paint out such quarters, they shall work through to completion of the job and overtime will be paid for overtime hours worked. Quarters will be painted as needed with a minimum of once a year; however, this provision shall not apply to quarters with permanent finishes or paneling. Quarters are to be sougeed when needed, and this work shall not conflict with work that the Steward Department normally performs.

(2) **Unlicensed Engine Department Messroom:**

Wipers shall be assigned to paint out such messroom between the hours of 6 p.m. and 8 a.m. while the vessel is at sea and shall receive the overtime rate for such work.

(k) **Painting of Reserve Fleet Vessels:** When vessels have been laid up in the reserve fleet, all unlicensed engine department quarters and messrooms shall be painted out before the ship goes to sea by shore personnel.

(l) **Painting by Shoregangs:** If the Company elects to use shoregangs to paint out any of the quarters and if part of such quarters are the unlicensed engine room department's quarters, the Delegate shall be notified on day of arrival as to the quarters to be painted out and the Chief Engineer and Delegate shall arrange for a safe place to stow gear of the unlicensed engine department.

(m) **Using Spray Guns:** When using spray guns on inside work, Wipers or men involved shall receive the dirty time rate as per Section 26. Further provided, when spray guns are used, two men shall be employed to do such work.

(n) **Painting Diffusor Rooms, Fan Rooms and Resistor Houses:** When Wipers clean or paint out diffusor rooms, they shall receive the current dirty work rate during straight time hours. When Wipers paint out fan rooms or resistor houses that are not used solely by the engine department, they shall receive the current dirty work rate during straight time hours.

(o) **Cleaning Cargo Pump Room:** When Wipers are required to clean cargo pump rooms after liquid cargoes have been worked, such work shall be covered under the dirty work section of the Agreement.

(p) **Painting Licensed Engineers' Quarters on Freighters:** The applicable straight time rate shall be paid to Wipers assigned to paint out Licensed Engineers' quarters at sea. Such work shall be considered Wipers' duties. When such work is performed during overtime hours, they shall receive the overtime rate and shall work through to completion of the job.

(q) **Cleaning Separators - Diesel and Turbine Ships:** On such vessels, Wipers may be assigned to clean such separators. The work of cleaning shall include the dismantling and assembling of such separators.

(r) **Cleaning Up After Shoregang:** When Wipers are required to clean up debris and replaced parts after shoregang repairs during their regular working hours, they shall receive straight time payment for this work. Routine sweeping and sougeeing of the area the shoregang worked shall not be considered payable under the above provision.

(s) **Maintenance and Repair Work in Cargo Holds:** When Wipers are required to assist in maintenance and repair work or assist with new installations in cargo holds, they shall be paid the straight time rate for actual time worked during straight time hours.

(t) **Cleaning Strainers:** On new type freighters, where strainers are on bottom gratings or floor plates, Wipers shall be required to clean strainers while on duty.

(u) **Steering Engine:** The steering engine, including all equipment connected to the steering engine and pedestals and brackets supporting same, will be wiped, painted and chipped by the black gang. All oil spills or drippings around such equipment shall be cleaned by the Wipers.

(v) **Oil Spills:** Wipers shall clean up oil spills in the engine room and all other engine department spaces as part of their regular duty.

When oil spills occur on deck as a result of bunkering or transferring fuel oil or any other oils for which the engine department is responsible, Wipers shall be assigned to clean up same and shall receive the applicable straight time during straight time hours; however, the usual spillage which may occur as a result of breaking the joint of fuel hoses shall not be included in this penalty provision.

It is understood that others may be assigned to work with Wiper when a major spill occurs on deck requiring more men to clean up such a spill within a limited time for safety reasons. In the event an oil spill is covered by cargo and cannot be cleaned until the cargo has been discharged, when cleaned the Wipers will be called to clean same.

(w) **Diesel Vessels:** Wipers shall be required to do cleaning work in small donkey boiler as part of their regular duties.

(x) **Wiper's Overtime Rules in Port:**

Four-Hour Minimum: When a vessel is in port as defined in Section 22 and a Wiper is "turned to" to perform overtime work after 5 p.m. and before 8 a.m., Monday through Friday, and on Saturdays, Sundays and holidays, such Wiper shall be paid a minimum of four hours' overtime. Only the work for which the Wiper was turned to shall be performed. He shall not be required to perform other duties to fill the four-hour minimum.

The four-hour minimum shall not apply to sanitary work on Saturdays, Sundays and holidays as defined in Section 30(i).

(y) When reefer vans are being loaded or discharged and the Chief Engineer determines that additional assistance is needed to carry hoses or perform other work, a Wiper shall be "turned to" to assist.

Section 31. Blowing Tubes

(a) **Freighters:** Wipers shall be required to blow tubes on freighters under the supervision of a Licensed Engineer.

After blowing tubes, the Wiper must be released from duty to clean and wash up at least one hour before 5 p.m. on weekdays.

On vessels where tubes are blown by Diamond or similar type soot blowers, where chains must be pulled to operate soot blowers, this work shall be done by the Wiper. This work shall be part of the Wiper's regular duties.

At Sea: When tubes are blown by such method between the hours of 5 p.m. and 8 a.m., one Wiper shall be required to do the work and overtime will be allowed for the time actually engaged, but not less than two hours.

If Wipers are not available, the Fireman (or Fireman/Water-tender) on watch shall be required to do this work, under similar overtime rules.

The foregoing rules do not apply to liberty or other freighters diverted to the Alaska Trade or to passenger vessels for which special rules have been made in this Agreement.

(b) **Vessels with Air Pop or Similar Systems:** On such ships, the Wiper shall not blow tubes.

(c) **Call-Back to Blow Tubes:** At sea and in port, when Wipers are called back to blow tubes, they shall be released upon finishing the blowing of tubes, and not be assigned to any other duties to fill out overtime minimum.

Section 32. Unlicensed Junior Engineers

(a) **Freighters — Day Men**

(1) **General Duties:** At sea and in port, his duties shall be to perform maintenance and repair work in the engine department, but no cleaning, painting or washing paint or cleaning of boilers shall be done without the payment of the applicable straight time rate.

Unlicensed Junior Engineers may be required to supervise and direct Wipers in their duties of cleaning, painting or washing paint without payment of overtime or the applicable straight time rate.

He shall do general maintenance work in the engine department which includes deck machinery, also care of plumbing when no Plumbers are carried, domestic facilities and mechanical work in the galley, but no cleaning in these sections.

(2) **Assisting Electrician:** When needed, he shall assist the Electrician in the maintenance and repair work on electrical equipment.

(3) **New Installations:** When any new installations are made on board ship by the Unlicensed Junior Engineer, he shall be paid the applicable straight time rate.

(4) **Replacing Watchstanders:** He may be required to replace required certificated ratings under the provisions of Section 17 or Section 18, whichever one applies.

(5) On automated or retrofitted ships when taking on voyage stores, the Day Unlicensed Junior Engineer shall assist Wipers taking on stores and shall be paid the applicable straight time rate.

(6) The Day or Watchstanding (Offwatch) Junior Engineer shall be required to assist during maneuvering while the vessel is docking or undocking, shifts, at pilot stations or wherever an additional Engineer is called for maneuvering during transiting rivers, sounds etc. The call-out time shall start when an additional Engineer is called, but no later than 30 minutes prior to maneuvering.

Example: Board posted to shift or sail at 2000 (8:00 p.m.). Call-out time would be no later than 1930 (7:30 p.m.). The applicable overtime rate shall be paid for this work during overtime hours or on Saturdays, Sundays and holidays. The Unlicensed Junior Engineer shall not be assigned other duties for the purpose of filling out overtime minimum when he is assigned to assist during maneuvering.

On ships where an auxiliary generator is carried on deck to provide extra power for reefer vans and while such auxiliary is running, the following will apply.

Unlicensed engine department personnel may be required to perform maintenance or repair work on this auxiliary generator. They shall be paid straight time for work performed during straight time hours.

(b) Automated or Retrofitted Ships - Working Rules for Watch Unlicensed Junior Engineer

(1) Watchstanding Junior Engineers shall, at sea or in port, perform the duties heretofore performed by Watchstanding Oilers, and additionally, will perform residual duties of the eliminated Fireman/Watertender. They may also be required to perform, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Fridays excluding holidays, maintenance and repair work normally performed by Unlicensed Junior Engineers within the confines of the engine room or fire room with the understanding that this work will not interfere with his regular watch duties; provided, however, they shall not be required to perform cleaning work, painting or washing of paint or cleaning of boilers.

(2) When standing watches on Saturdays, Sundays and holidays at sea or in port, they shall receive the overtime rate as provided for in this Agreement.

(3) **Vessels using Butterworth System:** At sea, when the Butterworth system or any similar system using the principle of steam and/or hot water is being used in cleaning tanks after 5:00 p.m. and before 8:00 a.m. and ship's pumps or ship's steam is used in the operation, the Unlicensed Junior Engineer on watch shall be paid the applicable straight time rate.

(4) Rules concerning Reefer Cargo Temperature and Liquid Cargo temperatures applicable to Oilers shall also apply to Watch Unlicensed Junior Engineers.

(5) On vessels that do not carry a Day Unlicensed Junior Engineer, one of the Watch Unlicensed Junior Engineers or any other qualified unlicensed member of the engine department in that order shall assist during the maneuvering under the Day Unlicensed Junior Engineer rules. Any man working under this provision shall receive the same rate as the Day Junior Engineer.

(6) Off-watch Unlicensed Junior Engineers may assist the Reefer/Electrician or Chief Electrician with reefer cargo operations when one or the other is required to be knocked off due to STCW rest period requirements.

(c) **New Installations:** When any new installations are made on board ship by the Unlicensed Junior Engineer, he shall be paid the applicable straight time rate for such work during his regular working hours.

Section 33. Reefer Engineers

Scope of Work: The Reefer Engineer shall have work jurisdiction over all equipment where a basic refrigeration cycle takes place and secondary refrigeration cycles on cargo plants and other refrigerating equipment where brine systems are used. They shall maintain and repair the following equipment: container refrigeration equipment (when in operation), cargo refrigeration plant, air conditioning refrigeration plant, domestic refrigeration plant, household refrigerators, drinking fountains, ice makers, self-contained individual air conditioning units and all auxiliaries connected with refrigeration equipment and with any of the above plants. Also, all equipment pertaining to refrigeration on the reefer console.

Classification of Vessels

(a) Classes 1, 2, 3, 4, and 5 no longer have vessels in the Matson fleet that fit any of those categories.

(b) **Class 6:** Freight vessels with no commercial reefer space and carrying one Reefer Maintenance Man. Includes container vessels and special type vessels.

Class 6: Special Work Rules for Container Vessels

(a) **In Port:** The hours of labor shall be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. When reefer cargo is aboard on Saturdays, Sundays or holidays, the Reefer Maintenance Man shall work an eight-hour day, 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.

(b) **At Sea:** The hours of labor are 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. When reefer cargo is aboard on Saturdays, Sundays or holidays, the Reefer Maintenance Man shall take temperatures and perform any other work required to maintain such reefer plants during periods of overtime call-outs. The Reefer Maintenance Man shall be called out three times each Saturday, Sunday and holiday between the hours of 8:00 a.m. and 5:00 p.m., and each such call-out will be on the two-hour minimum basis.

At sea and in port when reefer cargo is aboard, the Reefer Maintenance Man will be called out after 6:00 p.m. and before midnight, at a time to be determined by the Chief Engineer based on operational needs, Monday through Friday (holidays excluded), to take reefer cargo temperatures and check refrig-

eration equipment as required and shall receive a two-hour minimum for each such call. At sea, when the Reefer Maintenance Man does not perform these duties, no overtime shall be payable.

(c) When the reefer van equipment is in operation, the Reefer Maintenance Man shall take temperatures and do any work required to maintain such reefer van equipment during regular working hours. No work outside of regular operational duties shall be done while reefer van equipment is in operation, except in cases of emergency. Any repairs, replacements or pre-tripping to reefer van equipment or auxiliaries shall be done off watch.

(d) When there is no reefer cargo aboard, the Reefer Maintenance Man shall be assigned to day work under the direction of the Chief or First Assistant Engineer. At such times, his duties shall be maintenance and repair work on reefer van connection auxiliaries (such as hose leads, etc.), household refrigerators, drinking fountains, domestic reefer plant, ice makers, self-contained individual air conditioning units and any other equipment where a basic refrigeration cycle takes place. He may also perform maintenance and repair work on ship's plumbing and assist in maintenance and repair on electrical equipment throughout the vessel, under the supervision of the Chief Electrician.

(e) With the approval of the Chief or First Assistant Engineer, the Reefer Maintenance Man is to perform maintenance and repair work on reefer van equipment; if manual assistance is required, the Chief or First Assistant shall assign a Wiper to assist the Reefer Maintenance Man.

(f) The Company agrees to furnish the Reefer Maintenance Man with the necessary tools and gauges to service the reefer vans. The Company also agrees to furnish a storage area to store reefer equipment. A tool list shall be agreed upon and the tools shall be available to Reefer Engineers as needed.

(g) The Reefer Maintenance Man shall be directly responsible to the Chief Engineer or First Assistant Engineer or, in their absence, to the Senior Watch Engineer aboard.

(h) The Reefer Maintenance Man and the Electrician shall be called back or called out when reefer containers are scheduled to be loaded in United States West Coast ports. As the reefer containers come aboard, it shall be the responsibility of the Reefer Maintenance Man and the Electrician to activate the containers as soon after loading as is practicable.

The Reefer Maintenance Man shall be called back or called out when reefer containers are scheduled to be loaded in all other ports, unless the workload or a safety consideration requires more than one man.

The Reefer Maintenance Man and the Electrician shall remain on duty while reefer containers are being discharged in Hawaiian and Guam ports. In the event reefer containers are not scheduled to be discharged on arrival of vessel, the Reefer Maintenance Man and the Electrician shall be called back and will be on duty when the reefer containers are being discharged. When all reefer containers have been discharged, the Reefer Maintenance Man may be dismissed or assigned other duties in accordance with subsections (c) or (d) above. If the discharge of reefer containers is stopped for more than two

hours, the Reefer Maintenance Man and the Electrician may be knocked off until reefer container discharge is scheduled to resume.

The Reefer Maintenance Man shall remain on duty while reefer containers are being discharged in all other ports, unless the workload or a safety consideration requires more than one man.

When cargo work is indefinite, after 5:00 p.m. and before 8:00 a.m. on weekdays and on Saturdays, Sundays and holidays, the Reefer Maintenance Man required on standby for such work shall be paid overtime for such standby time until he is released.

Vessels with one man combination rating (Pacific Coast shuttle) shall call out Wiper to assist with loading and discharge of reefer containers.

The Reefer Maintenance Man and the Electrician on Guam/China service vessels shall be called back or called out when reefer containers are scheduled to be loaded in United States West Coast and Hawaiian ports. The parties agree to reevaluate this clause if the Company experiences direct competition in the Guam trade.

(i) The Reefer Maintenance Man shall not be required to maintain, adjust or work on reefer vans on the dock while awaiting the loading operation or after the discharge operation.

(j) If the Reefer Maintenance Man is required to shift cargo from reefer vans so that the machinery or equipment will be accessible, such work shall be performed at the cargo time rate.

(k) Reefer Engineers shall not be required to do any painting, washing of paint work, polishing of bright work, wire brushing (other than blowing out of refrigerator condenser tubes), chipping, scaling or cleaning of bilges. Their work generally shall be proper operation of refrigeration machinery and its auxiliary.

(l) Where the number of reefer containers are in excess of the number of outlets available and require special attention by plugging and unplugging to maintain specific temperatures, the applicable straight time rate shall be paid during straight time for such work.

(m) When required to move portable reefer transformers, two men shall perform this work.

Section 34. Electricians, General Working Rules — All Vessels

(a) All electrical work normally assigned to Electricians as their regular duties shall be performed by the Electricians, except in an emergency or for necessary work performed when the Electricians are not aboard.

The jurisdiction of the Electricians aboard all vessels shall be the repairs and maintenance of all electrical and electronic equipment aboard the ship, except certain electronic equipment and batteries under the jurisdiction of the Radio Operators and gyro equipment under the jurisdiction of the Master.

The jurisdiction of the Electricians may include, but is not limited to, maintenance and repair of main propulsion engine and boiler automation systems, engine monitoring and alarm systems, electrical and electronic equipment located on propulsion and auxiliary control consoles, ship's electrical power generation and distribution systems, shipboard cold-ironing electrical equipment, switchboards, controllers, voltage regula-

tors, power and control transformers, lighting systems, interior communications equipment, galley equipment, elevator systems, propulsion-related bridge control systems, sound equipment, motion picture equipment, ship's surveillance cameras and closed circuit television equipment, batteries and electrical appliances.

If the Electrician is not assigned to assist or observe work being performed on the console by shoreside technicians because he is involved in other duties or is ashore, then a detailed log entry shall be made as to the work done by the shoreside technicians.

(b) Electricians shall do no work other than electrical work and shall not be required to maintain or repair, oil or grease any part of mechanical machinery on board vessel, except the oiling or greasing of the mechanical parts of the elevators, cargo winches or electric cargo conveyors (this shall not apply to Si-porters or similar equipment) without the payment of the applicable straight time rate.

The applicable straight time rate will be paid for any electrical or mechanical work performed on any of the following equipment, including motor generator sets connected or supplying power thereto: gyro-compass, gyro-repeaters, gyro-pilot, gyro-batteries, gyro M.G. sets, radio communication receivers, radio communication transmitter, radio communication batteries, radio communication motor generator sets, general alarm batteries, radio direction finder equipment, fathometer equipment, radar equipment, Loran system equipment, smoke detector cabinets and reefer van electrical systems.

Whenever power for any of the foregoing is supplied direct from ship's main or auxiliary generators or major M.G. sets installed for primary purpose of supplying ship's lighting or power to auxiliaries, domestic reefers, water coolers, etc., and when such units are operated and maintained exclusively by the engine department, then these units shall be maintained without payment of the straight time rate.

(c) Electricians' refusal to do electrical work, when such work renders Electrician liable to electrocution or where hazardous conditions exist, and going aloft on king posts, masts, outside of stack, cranes or gantry cranes, shall not be deemed refusal of duty.

Electricians working aloft on range lights, cargo flood lights, running lights or blinker lights that are located on king posts or masts or topping winches located on king posts or masts or when working aloft on gantry cranes (except in cubical) shall be paid the applicable straight time rate during straight time hours.

When Electricians re-lamp permanent lighting fixtures in cargo holds two Electricians shall perform this work if practical. If not practical, a Wiper shall be used to assist the one Electrician performing this work. When used, the Wiper shall receive the applicable straight time rate during regular working hours for work performed in cargo holds.

Employers agree not to use carbon tetrachloride or other toxic compounds or chemicals that are considered harmful and hazardous to personal health, as defined in Section 24 of the General Rules. Refusal to use such harmful compounds will not be deemed refusal of duty.

(d) At sea, when cargo holds are being cleaned and vessel's electric cargo handling machinery is being used, the Electrician shall receive one hour at the applicable straight time rate for turning on power and one hour at the applicable straight time rate for turning off power between 8 a.m. and 5 p.m. on Mondays through Fridays. After 5 p.m. and before 8 a.m. Mondays through Fridays, and on Saturdays, Sundays and holidays, the Electrician shall receive the two-hour overtime minimum for turning on power and the two-hour overtime minimum for turning off power. However, the two-hour overtime minimum for turning off power shall not apply when power is turned off within two hours after turning power on.

(e) (1) Electricians shall not be required to do any chipping, painting or cleaning of electrical machinery spaces and the outside of electrical equipment, such as motors, generators, panel boxes, fans, vent filters, electrical fixtures and glassware. This does not mean that the Electricians will not be required to clean up any oil or grease spilled in connection with their regular duties.

(2) Electricians shall be required to maintain the inside of motors, generators, panel boxes, fans and the face of switch panels.

(f) When Electricians are required to install any additional equipment or to remove any obsolete electrical equipment, it shall be classified as penalty and paid for at the applicable straight time rate. This clause, however, shall not be applied to renewals or replacements of worn out parts of electrical equipment.

(g) On vessels carrying Electricians, when available and convenient, a workroom shall be set aside with the proper tools and equipment for the Electricians to use as a storeroom for electrical supplies and tools and as a workshop to overhaul electrical equipment.

Electricians shall keep the electric shop clean, but shall not be required to paint or sougee the electric shop.

(h) In port, when an Electrician is recalled to the ship to turn to for the purpose of operating or repairing any electrical equipment between the hours of 5 p.m. and 8 a.m., Mondays through Fridays, a minimum of three hours' overtime shall be paid. On Saturdays, Sundays and holidays, a minimum of four hours' overtime shall be paid; provided, however, this clause shall not apply when recalled to stand by for the purpose of vessel getting under way.

(i) When maneuvering in port (arrival and departures) and during shifts, one Electrician shall be called for duty on overtime hours. The call-out time shall start when an additional Engineer is called but no later than 30 minutes prior to maneuvering. Any work performed connecting or disconnecting reefer vans before or after the standby duty shall be considered continuous time. While the Electrician is in the engine room during maneuvering, he shall not be assigned any other duties.

One Electrician shall be required to be aboard for all shifts. He shall perform any electrical work necessary for the shift, including work necessary for cargo to be worked at the next berth, and shall be paid overtime for all work performed, including standing by, after 5 p.m. and before 8 a.m. and on Saturdays, Sundays and holidays.

(j) Electricians shall not be required to furnish tools. Ships shall furnish the necessary tools for the Electricians.

(k) Chief Electricians shall keep Megger readings of electrical equipment up to date, during their regular working hours.

(l) Electricians shall not be required to rewind coils or armatures, except in cases of emergency.

(m) Whenever possible, Electricians should be assigned to operate electrical controls on lifeboat winches when in operation.

(n) All electrical work normally assigned to Electricians as their regular duties shall be performed by the Electricians, except in an emergency or for necessary work performed when the Electricians are not on board.

(o) When transiting Canals during overtime hours and power to deck winches is required for handling lines, the Electrician shall receive the two-hour overtime minimum for turning on power and the two-hour overtime minimum for turning off power; however, if the Electrician is required to stand by while transiting during overtime hours, he shall be paid overtime for all such standby time.

(p) Electricians on Freighters

(1) **Electricians on Day Work:** His hours shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m., Mondays through Fridays. When the Chief Electrician is required to make a routine daily inspection at sea on Saturdays, Sundays and holidays, he shall be paid at the regular rate of overtime.

(2) The Chief Electrician shall be directly responsible to the Chief Engineer or the First Assistant Engineer when designated by the Chief Engineer.

(3) All Second Electricians shall be directly responsible to the Chief Electrician; except on night watches in port, they shall be responsible to the Senior Engineer on board. In port, when the Chief Electrician is not on board, they shall be responsible to the Senior Engineer on board.

On day work, he may be assigned to do any repair work by the Chief Electrician.

(4) a. When vessel's electric cargo handling machinery is being worked 12 noon to 1 p.m. and after 5 p.m. and before 8 a.m., Mondays through Fridays, Saturdays, Sundays and holidays, the Electrician shall be required to be on duty. He shall do any electrical work necessary to keep electric cargo handling machinery in operation.

Overtime shall be paid straight through for such periods, including time of standing by, preparation of gear to work cargo and the securing of such gear thereafter. However, overtime shall cease if cargo work ceases for periods in excess of two hours.

The securing and turning on of power for cargo handling machinery when cargo operations cease or commence shall be the duty of the Electrician and he will be allowed one-half hour at the cessation of cargo operations and one hour for turning on power at the commencement of cargo operations.

The turning on and shutting off or the securing of the electrical apparatus for cargo operations will not be included in the cargo break.

b. When the Electrician is on duty between the hours of 5 p.m. and 12 midnight and the electrical cargo handling

machinery is in operation after 7 p.m. or on Saturdays, Sundays and holidays, a minimum of four hours' overtime shall be paid. The Electrician shall not be required to remain on board when operations cease, except to repair the equipment causing the cessation of such operations.

When the Electrician is on duty between the hours of midnight and 8 a.m. and the electrical cargo handling equipment is in operation, a minimum of two hours' overtime shall be paid.

c. When cargo work is indefinite, after 5 p.m. and before 8 a.m. on weekdays and on Saturdays, Sundays and holidays, the Electrician required on standby for such work shall be paid overtime for such standby time until he is released.

d. Where cargo is mentioned in 4(a), (b) and (c) above, it shall not mean bulk liquid cargo.

e. When ship's electric cargo handling machinery is being used to trim gear, conveyors, etc., for shore equipment being used in the handling of cargo, an Electrician shall be on duty and receive applicable overtime as under the electric cargo handling machinery rules.

f. When reefer vans are being loaded or discharged after 5 p.m. and before 8 a.m., Monday through Friday and on Saturdays, Sundays and holidays, and the electric cargo handling machinery is in operation, one Electrician shall be called back or called out to plug in or unplug the reefer vans and he shall be paid overtime in accordance with the Agreement.

(5) When Electricians on day work are called out to do any repair work after midnight and before 8 a.m., a minimum of two hours' overtime shall be paid.

(6) When Electricians are required to maintain batteries on electric fork lifts, the applicable straight time rate shall be paid during straight time hours.

(7) The Reefer Maintenance Man and the Electrician shall be called back or called out when reefer containers are scheduled to be loaded in United States West Coast ports. As the reefer containers come aboard, it shall be the responsibility of the Reefer Maintenance Man and the Electrician to activate the containers as soon after loading as is practicable.

The Reefer Maintenance Man shall be called back or called out when reefer containers are scheduled to be loaded in all other ports, unless the workload or a safety consideration requires more than one man.

The Reefer Maintenance Man and the Electrician shall remain on duty while reefer containers are being discharged in Hawaiian and Guam ports. In the event reefer containers are not scheduled to be discharged on arrival of vessel, the Reefer Maintenance Man and the Electrician shall be called back and will be on duty when the reefer containers are being discharged. When all reefer containers have been discharged, the Electrician may be dismissed or assigned other duties in accordance with subsections (a) through (p) above. If the discharge of reefer containers is stopped for more than two hours, the Reefer Maintenance Man and the Electrician may be knocked off until reefer container discharge is scheduled to resume.

The Reefer Maintenance Man shall remain on duty while reefer containers are being discharged in all other ports, unless the workload or a safety consideration requires

more than one man.

The Reefer Maintenance Man and the Electrician on Guam/China service vessels shall be called back or called out when reefer containers are scheduled to be loaded in United States West Coast and Hawaiian ports. The parties agree to re-evaluate this clause if the Company experiences direct competition in the Guam trade.

(8) **Repairs to Reefer Van Electrical Systems:** When the Electrician is required to make repairs to the electrical system of reefer vans, including compressor motor, magnetic starter and reefer van electrical power cables, such work is payable at the applicable straight time rate during straight time hours and the overtime rate with the minimum applying when called out after 5:00 p.m. and before 8:00 a.m. on weekdays and on Saturdays, Sundays and holidays.

Repairs are not to be misinterpreted as resetting a throw-out switch or plugging in a unit. This type of item shall be considered a regular part of the Electrician's duty while on watch. However, the Electrician shall not be required to leave the vessel to go onto a barge if the van is off laden for the purpose of working cargo from the hatch. At such times, the power line from the ship to the barge is to be attached by the barge personnel or as directed by the Chief Engineer.

Section 35. Electrician/Maintenance Man

(a) Hours are from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Mondays through Fridays.

(b) At sea or in port:

(1) His duties shall be to make a daily lamp round Monday through Friday. Perform general maintenance and repair work in the engine department, but no cleaning, painting or sougeeing. The Chief Electrician shall have first call on his services. If not needed for electrical work, he shall be assigned to assist the Reefer Maintenance Man and if not needed for reefer work, he shall be assigned to general maintenance or repair work in the engine department.

(2) When an Electrician is required to be on duty, including loading and discharging of reefer vans, on overtime hours, the Electrician/Maintenance Man shall alternate with the Chief Electrician.

As far as is practical, all cargo, reefer van loading or discharging, maneuvering and standby overtime shall be equally shared by the Chief Electrician and Electrician/Maintenance Man.

(3) When required to take on water, fuel or stores during regular working hours, he shall be paid at the applicable straight time rate.

(4) On vessels that do not employ a Day Unlicensed Junior Engineer, the Watch Junior Engineers shall continue to have first preference for meal reliefs and call-outs for the purpose of assisting during maneuvering periods. In the event the Watch Junior Engineers are not available or decline the maneuvering call-outs, then the Electrician/ Maintenance Man shall be called out to perform this duty and to receive his wage-related overtime rate during overtime hours and the straight time rate during the straight time hours. He shall also be called out for meal reliefs during maneuvering periods when personnel, in addition to the watchstanding Junior Engineers, are required

(i.e., two Unlicensed Junior Engineers in the engine room at all times during maneuvering).

He shall not perform any meal reliefs during a period that he is the only unlicensed person on watch, unless he possesses the necessary U.S. Coast Guard endorsement as Unlicensed Junior Engineer. On vessels that employ a man in this capacity, he shall receive the applicable 2nd Electrician's pay scales.

Section 36. Motor Vessels

The Engine Department shall work as a team to operate, maintain and repair the vessels efficiently to the fullest extent consistent with the protection of MFOW jurisdiction. The Work Rules of the **2017-2021** Collective Bargaining Agreement covering the MFOW shall be applicable to these vessels except as specifically modified as follows:

(a) This Section shall be considered on a non-precedented basis and shall not serve as a basis for argument that any other vessel in the Matson fleet is to be granted the same concessions.

(b) MFOW jurisdiction shall be protected if repair and maintenance work is to be performed within the jurisdiction of the MFOW, whether on straight-time or overtime hours and such work shall be assigned to the Unlicensed Engine Room crew. Further, if the Unlicensed Engine ratings that would normally perform such work are otherwise occupied and such work is assigned to personnel other than members of the Unlicensed Engine Room crew, it shall give rise to a claim for a misassignment. If any repair and maintenance work within the MFOW jurisdiction is assigned to other personnel, the claim shall be on an hour-for-hour basis.

(c) Each member of the Unlicensed Engine Room crew shall be guaranteed the opportunity to work eight hours of overtime for each Saturday, Sunday and holiday the vessel is at sea between the hours of 0800 and 1700.

(d) Cleaning of Engine Room spaces shall be assigned to MFOW registrants in West Coast ports and Honolulu. Standby rates and rules shall apply.

(e) In the event Matson employs or carries any presently enrolled government, state or federal Maritime Academy cadets, not more than one will be assigned to the Engine Room, and such cadet shall be strictly limited to training by Engineers but will not be assigned to do any work within the jurisdiction of the MFOW. If such is done, it shall lead to a claim for misassignment for payment on an overtime basis to the rating that would normally be expected to perform such work.

(f) Unlicensed Engine Department manning on these vessels shall include:

One (1) Chief Electrician/Reefer/Junior Engineer (ERJ)

One (1) Reefer/Electrician/Junior Engineer (REJ)

One (1) Day Junior/Utility (DJU)

(g) Duties of the ERJ

The primary duties for the ERJ shall be electrical work first, followed by Reefer work, and then Junior Engineer work.

Electrical work is the work defined in Section 34. Electricians, General Working Rules - All Vessels and Section 35. Electrician/Maintenance Man. Reefer work is the work defined in Section 33. Reefer Engineers. Day Junior Engineer work is the work defined in Section 32.(a) Unlicensed Junior Engi-

neers, Freighters — Day Men.

The ERJ shall turn to for maneuvering duties at the pilot station (first one, if more than one) through FWE, or anchored, or when the pilot departs if not maneuvering for arrival. The ERJ shall be turned to one hour prior to sailing time and remain on duty until departure from the pilot station (last, if more than one).

Meal relief shall not be provided to the ERJ during maneuvering; however, he shall be allowed to eat meals in the mess room and be available by radio.

(h) Duties of the REJ

The primary duties for the REJ shall be Reefer work first, followed by electrical work, and followed by Junior Engineer work.

Reefer work is the work defined in Section 33. Reefer Engineers. Electrical work is the work defined in Section 34. Electricians, General Working Rules - All Vessels and Section 35. Electrician/Maintenance Man. Day Junior Engineer work is the work defined in Section 32(a) Unlicensed Junior Engineers, Freighters — Day Men.

The REJ shall relieve the DJU when maneuvering during breakfast, lunch and supper and shall receive one hour of overtime for each such relief.

On vessels that are carrying twenty (20) reefer containers or less, the REJ shall work under the Reefer Engineer rules with the exception that he shall also perform electrical work on reefer containers, reefer power outlets and reefer extension cords without the payment of penalty time during regular working hours.

(i) Duties of the DJU

The primary duties for the DJU shall be Day Junior's work first and followed by Utility work. Day Junior Engineer work is the work defined in Section 32(a) Unlicensed Junior Engineers, Freighters - Day Men. The DJU shall also perform the following duties under the supervision and direction of the Licensed Engineers:

(1) The DJU shall make rounds on the main engine, auxiliaries and engineering spaces and report abnormal conditions to the Licensed Engineers.

(2) The DJU shall perform any log book function required by the Company involving the taking of temperatures, pressures, soundings or other readings for log book purposes that has customarily been performed by MFOW personnel.

(3) The DJU shall perform any duties to be performed that are normally performed by Watch Junior Engineers in a fully-manned vessel, such as problems requiring attention-dirty strainer, low oil in sump or similar duties.

(4) The DJU shall assist in the work of changing and cleaning fuel oil and lube oil strainers.

(5) The DJU shall assist with the disassembly, cleaning and reassembly of purifiers and separators.

(6) As required, the DJU shall oil and grease moving parts, such as gears, shafts and bearings of engines and auxiliary equipment, and shall examine machinery for specified pressure and flow of lubricants.

(7) The DJU shall be responsible for the type of work customarily performed by Unlicensed Engine Department per-

sonnel when a vessel arrives or departs a port and the monitoring of these problems.

(8) The work customarily performed by Unlicensed Junior Engineers whenever a piston is pulled (including monitoring and filling oil tanks) shall be performed by the DJU.

(9) The DJU shall assist with taking on fuel, lube oil, potable water and ballast, and shall tend water and take tank soundings.

(10) At sea and in port, the DJU shall perform maintenance and repair work, which includes work on shipboard propulsion equipment and auxiliary machinery, deck machinery, plumbing, domestic facilities and mechanical work in the galley.

(11) The DJU may be required to supervise and direct Wipers in their duties of cleaning, painting or washing paint.

(12) When needed, the DJU shall assist the ERJ and/or REJ in the maintenance and repair of electrical and/or refrigeration equipment.

(13) The DJU shall be required to assist during maneuvering while the vessel is docking or undocking, shifts, at pilot stations or wherever a Licensed Engineer, in addition to the Licensed Duty Engineer, is called for maneuvering during transiting rivers, sounds, etc.

(A) The DJU shall be called for maneuvering one hour before posted sailing time and shall assist the Duty Engineer in preparing the plant for sailing.

(B) The DJU shall be called for maneuvering one hour before arrival and shall assist the Duty Engineer in preparing the plant for arrival.

(14) The DJU shall not be required to do routine painting and sougeeing but may be assigned to cleaning work required for the safe operation of the vessel.

(15) The DJU shall have the responsibility for sanitary work and shall be allowed two hours to perform this work Mondays through Fridays, without the payment of extra compensation, and two hours on Saturdays, Sundays and holidays at the overtime rate.

(16) The DJU may assist the REJ or ERJ with reefer cargo operations when one or the other is required to be knocked off due to STCW rest period requirements.

(j) When the ERJ, REJ or DJU perform the following duties, they shall be paid at the applicable straight time rate:

(1) New installations.

(2) Taking on stores.

(3) Maintenance and repair of auxiliary generators carried on deck to provide extra power for reefer containers.

(4) General cleaning, painting and polishing work.

(k) When a Licensed Engineer answers an alarm in the Engine Room and determines that unlicensed work needs to be performed, he shall call out the Unlicensed Department rating that would normally perform that work.

(l) The Unlicensed Engine Room crew shall have their bunks made and linen changed in the same frequency as applicable to licensed personnel.

(m) In the event an additional Licensed Engineer is added to the complement aboard any motor vessel, the Unlicensed Engine Department shall also be increased by the same number.

(n) When crew vacancies occur during a voyage on any motor vessels overseas, replacements for these vacancies will be immediately dispatched.

(o) The Company may, at their discretion, employ a Wiper aboard motor vessels in the fleet. When Wipers are employed aboard motor vessels the following applies:

(1) The Wiper has jurisdiction, and is responsible for all work covered under the Wiper's work rules in Section 30. Wipers. This includes weekend sanitary duties.

(2) The DJU has jurisdiction, and is responsible for all Day Junior work covered under paragraph (i) of this Section - Duties of the DJU.

(p) The REJ and the ERJ on Guam/China service vessels shall be called back or called out when reefer containers are scheduled to be loaded in United States West Coast and Hawaiian ports. The parties agree to reevaluate this clause if the Company experiences direct competition in the Guam trade.

Section 37. Idle Vessels

(a) Idle Vessels

When vessels are in idle status and the Company intends to shift the vessel to another berth or anchorage under its own power, standby FWT and standby Oiler, in addition to a standby Chief Electrician, must be dispatched from the local hiring hall for this purpose. (Automated or retrofit vessels shall employ a standby Watch Unlicensed Junior Engineer in lieu of the standby FWT and standby Oiler.)

In situations that the vessel is not being shifted under its own power (such as flat tow) and the vessel's electrical equipment is being used during the shift to supply power to the anchor windlass, capstans, tension winches, etc., then a standby Chief Electrician only shall be dispatched from the hall for such shift.

(b) Idle Vessels in Port and Reefer Cargo Aboard

In situations described in heading above, the Company shall employ a standby Reefer Maintenance Man from the hall, and he shall be subject to the same pay and work rules that apply to that vessel's regular crew status in addition to payment of subsistence and lodging.

(c) Vessel in Idle Status and Domestic Reefer Plant Only in Operation

In situations described in heading above, companies that employ MFOW shoreside employees may utilize these personnel to tend and monitor this equipment. Those companies that do not employ MFOW shoreside personnel must employ a standby Reefer Maintenance Man under the same pay rates and work rules that apply to the particular vessel, in addition to the payment of subsistence and lodging.

For the purposes listed in this Section, "idle vessels" shall be defined as those vessels in port and not employing a full complement of MFOW crew personnel as applies under Appendix "A" of this Agreement.

Section 38. Port Security Watches

The following rules still govern respecting overtime payments to members of the unlicensed engine department, when required by federal authorities (in United States ports or United States controlled ports) or by foreign government authorities in other ports to be aboard vessel in port (whether domestic or

foreign) for the purposes of vessel security or for the purposes of standing safety watches.

(a) While freighters are in port and crew members are required to be on board at all times in order to move vessel promptly in case of emergency due to war emergency conditions, regular donkey watches consisting of at least one Fireman (or Fireman/Watertender) and one Oiler or a Watch Unlicensed Junior Engineer and an Electrician shall be maintained.

Under such circumstances, the men shall be paid as provided for in the Agreement as follows:

Overtime for all work on Saturdays, Sundays and holidays. After 5 p.m. and before 8 a.m., Monday through Friday, the current rate per hour shall be payable.

(b) While passenger vessels are in port and sufficient members of the crew are required to be on board at all times to move vessels promptly in case of emergency due to war conditions, regular operating watches consisting of sufficient men to move the vessel shall be maintained.

Such operating watches shall be eight hours on and sixteen off.

Under such circumstances, the men shall be paid as provided in the Agreement as follows:

Overtime for all work on Saturdays, Sundays and holidays. After 5 p.m. and before 8 a.m., Monday through Friday, the current rate per hour shall be payable.

The Electrician on duty after 5 p.m. and before 8 a.m. shall be paid overtime.

(c) When vessel is loaded and ready for sea, but is held at anchor or at the dock by naval or military authorities, either sea watches or donkey watches may be maintained at the option of the Master, who alone is in a position to know the orders of the naval or military authorities.

In such cases, the only overtime payable shall be for work performed on Saturdays, Sundays and holidays. After 5 p.m. and before 8 a.m., Monday through Friday, the current rate per hour shall apply.

(d) No overtime or applicable straight time rate shall be paid crew members when required to remain aboard only because of orders or regulations of federal authorities (in United States ports or United States controlled ports) or by foreign government authorities in other ports, preventing shore leave.

Under the above circumstances, (d), the Master shall produce a copy of the government restriction order at the time such restriction. If it is not possible to get a copy of such restriction order, the Master will prepare a letter stating the terms of restriction for presentation to either the agent of the government or military, and if such agent acknowledges receipt of such letter, this will be ample proof of such restriction. It is incumbent upon the Master to show the delegate a copy of such letter. A letter from the Company's agent or the unsupported statement of the Master will not suffice. A copy of such restriction order or letter shall be provided to the Union at the port of payoff.

In such cases, the Master shall call in the ship's delegate and exhibit such shore orders. The intent of this provision is to eliminate any arbitrary and unnecessary denial of shore leave by the Master to crew members.

(e) When members of the unlicensed engine department

are required by federal authorities (in United States ports or United States controlled ports) or by foreign government authorities in other ports to remain on board for the purposes of vessel security during the hours of 5 p.m. and 8 a.m. weekdays and on Saturdays, Sundays and holidays but are not required to be on watch, they will be paid overtime (5 p.m. to 8 a.m.) weekdays and from 12:01 a.m. Saturday until 8 a.m. Monday morning or on holidays.

Such payments shall be in addition to payments earned while actively on watch, but total compensation for one night shall not exceed 15 hours' overtime.

Section 39. Welfare

The Pacific Maritime Association and the Marine Firemen's Union have established a Welfare Plan providing benefits to active seamen, pensioners and dependents. Certain benefits so provided are defined as "guaranteed benefits" and financed solely by Employers signatory to this Agreement. Certain additional benefits have been financed by manday contributions negotiated between the parties and are defined as benefits provided by Special Account No. 1. Certain other benefits are provided by a special negotiated fund and are defined as benefits provided by Special Account No. 2.

Sums have been accumulated as reserve funds in each, Special Account No. 1 and Special Account No. 2, to provide benefits described as payable from the particular Special Account Reserve Fund. The parties have agreed that, effective June 15, 1984, the Reserve Fund for Special Account No. 1 and earnings on such Fund shall be considered a Trust asset to provide Special Account No. 1 benefits subject to the following provisions:

(a) The existing contribution rate of \$5.81 per manday shall be continued and shall no longer be considered an amount subject to discretionary change by the MFOW in any negotiating period.

(b) The Reserve Fund for Special Account No. 1 and the earnings upon such Reserve Fund shall continue to be used to pay benefits chargeable to Special Account No. 1 to the extent the \$5.81 allocation is inadequate to support such benefits.

(c) The Reserve Fund for Special Account No. 1 shall be prudently invested by the Trustees with the objective of maximizing income over a period of years, and an investment program to this end shall be adopted by the Trustees.

(d) The Trustees shall make maximum use of HMO's, if economically feasible, to provide existing benefits in areas where such facilities are available for active employees, pensioners and dependents residing within a radius of fifty miles.

(e) The Trustees shall adopt reasonable provisions to control costs to provide existing benefits, such as requiring second opinions for non-emergency surgery, requiring pre-admission tests to be taken on an outpatient basis for non-emergency conditions requiring hospitalization, and similar benefit cost control provisions now being successfully utilized by multi-employer health and welfare plans.

(f) If and when the Reserve Fund in Special Account No. 1 is exhausted prior to any Plan termination, the monetary obligations to provide benefits now provided by Special Account No. 1 will thereafter be paid and guaranteed by Employers to the extent the \$5.81 manday contribution rate is inadequate to

provide the benefits.

(g) If the Plan is terminated prior to exhaustion of the balance in Special Account No. 1 Reserve Fund, any remaining balance in such Reserve Fund shall be allocated to provide such lawful benefits as the Union shall determine.

(h) The benefits so guaranteed shall be limited to the benefits provided by Special Account No. 1 as of June 15, 1984.

(i) The MFOW-PMA Welfare Trust and Plan shall be amended to include these provisions.

It is agreed that the reserves and earnings on reserves for Special Account No. 1 shall not be used to pay regular benefits. It is understood the Employers will always maintain a three-month reserve for the payment of regular benefits, benefits under Special Account No. 1 and the Public Health Replacement Program. It is further understood that the Plan consultants will develop a formula to assure implementation of these provisions.

Section 40. Additional Benefits

(a) Money Purchase Pension Plan

The Employer and the Union agree to maintain a supplement to the MFOW Supplementary Pension Plan to be known as the "MFOW Money Purchase Pension Plan." All employees automatically became participants in the Plan on June 15, 1982, if there were contributions payable to the Plan on their behalf for work performed between June 16, 1981 and June 15, 1982 or if the first day of work for which contributions were required occurred after June 15, 1982. All contributions made to the MFOW Supplementary Pension Trust by any Employer for allocation to the Money Purchase Pension Plan for and on behalf of the Participant shall be credited to the Individual Account for work performed under a Collective Bargaining Agreement from and since June 16, 1981. A share of the earnings of the aggregate amounts contributed to the Money Purchase Pension Plan Fund less any expenses shall be allocated to each Individual Account. The amount of each Individual Account shall be determined in accordance with the provisions established in the Plan Document. Contributions payable to Participant Accounts for mandays worked requiring contributions are as follows:

FROM	THROUGH	PER MANDAY
June 16, 1981	December 15, 1981	\$ 2.47
December 16, 1981	June 15, 1982	6.00
June 16, 1982	December 15, 1982	10.00
December 16, 1982	June 15, 1983	14.00
June 16, 1983	December 15, 1983	20.00
December 16, 1983	June 15, 1984	22.00
June 16, 1984	June 30, 2004	25.00
July 1, 2004		27.00

DATED: July 1, 2017

MATSON NAVIGATION COMPANY, INC.

By: John W. Sullivan

MARINE FIREMEN'S UNION

By: Anthony Poplawski

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MFW-MATSON MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT
between
MATSON NAVIGATION COMPANY, INC.
and
MARINE FIREMEN'S UNION

Section 1. Scope and Coverage

1.1 This Agreement entered into between the Marine Firemen's Union (hereinafter referred to as the "Union") and Matson Navigation Company, Inc. (hereinafter referred to as the "Employer") covers the unlicensed employees performing work in the job descriptions set forth in and covered by this Agreement.

The terms and conditions under which the maintenance men shall work are included herein.

1.2 Definition of Work Applicable to Maintenance Men Employed by Matson Navigation Company Covered Under This Agreement

Men employed by Matson under this Agreement shall work under the direction of the Port Engineer's office and may be required to perform any work that is now under the jurisdiction of the Union including work on the inter-island barges as set forth in the Memorandum of Understanding between the Marine Firemen's Union and the Pacific Maritime Association (on behalf of Matson Navigation Company) "Matson's New Inter-Island Barge Service Operating Out of Honolulu, Hawaii" dated April 16, 1985. After performing work as outlined above, they shall do their own clean-up work. They may be required to assist Port Engineers as directed but, in no event, shall they perform work that is under the jurisdiction of the MEBA or Port Engineers.

The provisions above do not preclude the Employer's right to employ outside contractors for equipment maintenance and repairs as required.

The MFW shoregang maintenance personnel shall also be required to perform work normally assigned to the Wiper rating as defined under the MFW-Matson Offshore Agreement under the condition that MFW shoregang maintenance personnel assigned to do Wiper's work aboard Matson's seagoing vessels and/or barge will be paid the prevailing dirty work rate as provided in the Offshore Agreement in addition to the hourly wage.

1.3 Recognition and Preference of Employment

The Marine Firemen's Union agrees to furnish to the Employer competent Unlicensed Engine Department personnel to work as maintenance employees. Employees dispatched under this Agreement shall have the Coast Guard's endorsement of Electrician, Reefer and Junior Engineer. At time of dispatch, a registrant who produces ninety (90) days of vessel discharges on any contracted MFW vessel during the twelve (12) calendar months preceding the employment start date shall have

preference over a registrant in the same seniority classification who does not have ninety (90) days of vessel discharges on any contracted MFW vessel during the twelve (12) calendar months preceding the employment start date. The Employers shall have the right to reject any registrant dispatched that they do not consider qualified.

It is understood that all men shall be rotating employees, with the exception of the Seattle Layup Mechanic who shall be non-rotating. Rotating employees, who have been employed for a minimum of twelve (12) calendar months under the terms of this Agreement, shall be terminated at the completion of that period, providing:

(a) a competent and qualified employee is available; and

(b) this employment limitation is applicable only to all rotating positions.

1.4 Union Security

This rule shall become effective **July 1, 2017**.

Every employee who, on **July 1, 2017**, is a member of the Union shall, as a condition of employment, maintain his membership in the Union as provided herein.

Every person, who is an employee on **July 1, 2017**, or who thereafter becomes an employee, shall, as a condition of continued employment, become a member of the Union on or after the 31st day of employment or **August 1, 2017**— whichever last occurs — and shall remain a member of the Union for the duration of the current Collective Bargaining Agreement and any lawful extension thereof.

"Employee" is defined to mean any person who is employed by the Signatory Employer to this Agreement in an Unlicensed Engine Room classification or who holds seniority rights as an employee under the terms of this Agreement, whether or not such employee is on vacation, temporary layoff or on an approved leave of absence.

In the event any employee fails to obtain or maintain his membership as provided in the preceding paragraphs, the Union shall so notify the Employer in writing, and such employee shall immediately be terminated as an employee and shall forfeit all approved seniority under the terms of this Agreement and shall be barred from registration as a new registrant for a period of one year from the date of his termination.

Nothing in the foregoing paragraphs shall be interpreted to require the Union to admit into membership any employee, nor shall any of the above provisions be interpreted to limit or circumscribe the Union's right to terminate the membership of any member in accordance with its own Constitution and By-Laws.

An employee shall be deemed in compliance with this rule if he has tendered the uniform dues and initiation fees uniformly required as a condition of qualifying for or maintaining membership within the time specified.

1.5 Warranty Work

Work performed by vendors under bona fide original written manufacturers' standard or customary warranties shall be allowed under this article. This includes work to be accomplished off-dock, as well as on-dock.

Section 2. Manning

2.1 Gang Structure

The work force at Sand Island shall consist of four (4) Maintenance Mechanics. The current manning of one (1) Maintenance Mechanic in the San Francisco Bay Area and one (1) Seattle Layup Mechanic shall be maintained.

2.2 Seattle Layup Mechanic

The Seattle Layup Mechanic shall work under the direct administration of a Company-selected individual.

2.3 The Seattle Layup Mechanic position will continue as long as the Company has a need for it and a suitable Seattle Layup Mechanic is available.

Whenever a Seattle Layup Mechanic job is filled, such Seattle Layup Mechanic will be selected by mutual arrangement between Matson and the Marine Firemen's Union.

2.4 The number of men for Matson now employed under this Agreement is predicated on the current workload and composition of Matson's fleet. If the workload decreases, the Company shall have the right to reduce the number of men commensurate with the work change, except that the Union shall be notified and evidenced prior to any reduction.

Section 3. Hours of Work

3.1 Day Shift

The basic or regular workday shall be from 0700-1600 hours. Straight-time rate shall be paid during these hours. The preceding starting time may be 0800.

3.11 First (Day) Shift Work Schedule

0700 - 1100 or 0800-1200
1200 - 1600 1300-1700

3.2 Swing Shift

The swing shift shall be from 1600-0100 hours.

3.21 Second (Swing) Shift Work Schedule

1600 - 2000
2000 - 0100

3.3 All work performed in advance of an employer's regular starting time or after the end of the eight-hour shift (including lunch period) shall be paid a two-hour minimum at the regular overtime rate.

3.4 When working between the hours of Midnight and 6:00 a.m., except during a regular scheduled shift, a minimum of four hours' overtime shall be paid.

3.5 All work performed on Saturdays, Sundays and holidays shall be paid at the regular overtime rate.

3.6 The hourly overtime rate shall be one and one-half (1-1/2) times the regular hourly rate.

3.7 When overtime work is available to the Maintenance Gang, it shall be rotated in such a manner as to equalize overtime work opportunity within each separate shift for all personnel.

3.8 Third Shift — Option

If the workload dictates and upon review, a third shift may be negotiated by the parties.

3.9 Union Meetings

Maintenance gang members not required for operational needs shall be offered the opportunity for time off to attend Union meetings. This shall not apply to men during hours they are assigned to work on barges.

Section 4. Wages

4.1 Shift Differentials

The second shift shall receive \$1.00 per hour in addition to the prevailing rate.

4.2 Maintenance Agreement Wages

4.21 Effective July 1, 2017 – 3.25% increase in wages and wage-related items.

	ST	OT	WEEKLY
Maintenance Employees	\$41.95	\$62.93	\$1,678.00

4.22 Effective July 1, 2018 – 3.00% increase in wages and wage-related items.

4.23 Effective July 1, 2019 – 3.00% increase in wages and wage-related items.

4.24 Effective July 1, 2020 – 3.25% increase in wages and wage-related items.

4.3 Pay Period

The Maintenance Agreement pay period will be transitioned from a weekly payroll to bi-weekly payroll. The pay period will end Friday at midnight and the check/pay date will be on Friday.

Section 5. Work Rules

5.1 Maintenance Gang personnel will work as directed and shall perform any repair and maintenance work designated by the Company as specified within its jurisdiction.

5.2 The Employer retains the right to discharge shoregang personnel for just cause. If the Union does not agree that the discharge is for just cause, the dispute shall be settled in accordance with Section 6 (Grievance Procedure) of the Agreement.

5.3 Working Facilities

It is understood the Company will provide a minimum base working facility to include lockers, coffee facilities, requisite transportation between work areas, and a place to dress and eat lunch. Employees will provide their own padlocks to secure gear in the locker provided them.

5.4 Each employee shall be entitled to a one-hour lunch.

5.5 Each employee shall be entitled to one fifteen-minute relief in the first four hours of each shift and the last four hours of every shift. While on overtime, he shall be entitled to a fifteen-minute relief between the meal hours. It is understood that the Gang may be split at coffee time if required to prevent complete stoppage of the work at hand.

5.6 Each employee shall be entitled to a wash-up time for personal clean-up five minutes prior to the mid-shift meal, five minutes prior to coffee break, and fifteen minutes prior to the end of the employee's individual shift.

5.61 End of shift clean-up time shall first be applied in cleaning the department and work area, by putting away tools and equipment and by completing repair orders.

5.62 Shoreside maintenance employees assigned to work in bilges, double bottoms and ballast tanks on barges shall be allowed one hour for cleaning clothes and washing up at the end of the shift. When the hour allowed occurs during overtime hours, the overtime rate shall be paid.

5.7 The Employer reserves the right to determine the number of employees to be employed on a shift, and assignments shall be determined by the Port Engineer's office. However, no less than two employees shall be assigned to the night shift.

5.8 Matson Navigation Company agrees to provide coveralls for each employee. When coveralls are worn out or damaged, they shall be replaced. Shoregang personnel shall turn in worn or damaged coveralls before receiving replacements.

Section 6. Grievance Procedure and Arbitration

All steps under this procedure shall be taken promptly, and the parties agree to act in good faith at all times to secure prompt processing of grievances or disputes.

The Employer shall recognize one employee in each shoregang shift and location as the delegate for that shift and location of that department.

The Company or its agents shall recognize Union representatives authorized to settle disputes and grievances with agents or any representative designated by the Employer. The Union shall submit to the Company a list of its designated representatives authorized to handle disputes and grievances.

Passes will be issued to authorized representatives of the Union to enter any premises or ships where shoregangs are employed for the purpose of consulting with the employees employed therein. Authorized representatives from the Union will be permitted to park their automobiles at Company-controlled terminals in designated areas as close to the location where shoregang employees are working as is practicable.

Any unresolved disputes or grievances (not settled at Step 1) shall be reduced to writing by the moving party and shall be submitted in writing to the opposite party's designated representative and shall be jointly investigated and discussed. Settlements reached shall not be inconsistent with the terms and provisions of this Agreement. When settlements are reached, they shall be reduced to writing and signed by the respective designated representatives.

The parties shall select an Arbitrator and alternate Arbitrators to serve in the Port of San Francisco. For the life of this Agreement, the Arbitrator shall be _____ and the alternate Arbitrators shall be _____, _____, and _____.

The Arbitrator shall hear the dispute if he is available to hear the dispute within a reasonable period of time. In the absence of compelling circumstances requiring immediate action, twenty days after the Arbitrator has been requested to serve shall be considered a reasonable time. If he is unable to hear the dispute within a reasonable time, alternate Arbitrators shall be called and the alternate Arbitrator that is able to hear the dispute within the shortest period of time will be selected -- provided, however, that in the absence of urgency the parties may agree to extend the time period within which an Arbitrator or alternate Arbitrator may schedule a hearing or hearings on the grievance or dispute.

The decision of any Arbitrator shall be rendered promptly in writing and shall be final and binding. The parties may agree to allow the Arbitrator to decide the ultimate issue promptly and submit a detailed written decision at a later date. The expenses and compensation of any Arbitrator shall be borne equally by the Union involved and the Employer. An Arbitrator shall not have the jurisdiction or power to vary, alter or add to the terms of this Agreement. Any decision shall determine only the issue or issues submitted to the Arbitrator for decision. In the event the parties are unable to agree upon a statement of the issue or issues, the Arbitrator shall request each party to state its version of the dispute and shall have authority to formulate the issue or issues to be adjudicated. The Arbitrator is also empowered to determine the arbitrability of the dispute or grievance, including any dispute regarding the validity and controversy relating to the making of this Agreement. Nothing in this Section shall be construed to prevent the parties from agreeing upon some other means of deciding matters on which there has been disagreement.

The words "this Agreement" shall include any letter or Memorandum of Understanding that has been reduced to writing and has been signed by Matson or its prior representatives, including the Pacific Maritime Association, and the Union.

In any discharge proceeding, no hearsay evidence shall be admissible, nor shall any matter adversely reflecting upon the employee be admissible if such matter occurred more than twelve months prior to the date of any discharge, nor may any matter be admitted into evidence to reflect upon the employee unless the employee had been given a written statement of such alleged dereliction or infraction within ten days after the date of knowledge by any supervisor authorized to impose discipline upon the employee and given an opportunity to respond or grieve.

In the event of any grievance or controversy, the Arbitrator shall have the authority to grant interim relief, even if such interim relief involves an alteration of the status quo pending a complete resolution of the dispute. The Arbitrator shall be vested to grant such equitable relief, including injunctive relief, as he may claim proper.

Section 7. Safe Gear and Working Conditions

The Employer will provide safe gear and safe working conditions by conforming with the rules established under the California Occupational Safety and Health Act (OSHA).

Section 8. Non-Discrimination

8.1 The parties recognize the principle that there shall be no arbitrary favoritism or discrimination in carrying out the terms of this Agreement.

8.2 The Employer and the Union subscribe to the principle of equal employment opportunity. Accordingly, neither the Employer nor the Union shall discriminate or cause, or attempt to cause, the other to discriminate against any individual with respect to such individual's compensation -- terms or conditions or privileges of employment because of such individual's race, color, religion, sex, national origin, ancestry, physical handicap or age.

8.3 The Employer and the Union agree that the intent of this Article is to restate California and federal laws with respect to equal opportunity. Should any provision of this Agreement at any time during its life be found in conflict with federal or California equal opportunity laws, as such laws may be amended by legislation or interpreted by an Appellate Court, then such provision shall continue in effect only to the extent permissible under the applicable law.

8.4 In the interest of simplification, masculine gender shall include the feminine gender throughout this Agreement whenever the context so requires.

Section 9. Welfare

Employees represented by the MFOW and employed under the Maintenance Agreement shall be covered by the same medical and dental program as provided for MFOW active seamen under the Offshore Agreement.

Section 10. Pension

Pension benefits shall be provided under the SIU Pacific District Pension Plan and the MFOW Supplementary Pension Plan. The Employer shall contribute to said Plans at the per diem rate paid on behalf of seagoing employees of the Employer represented by the Union. Said contribution shall be five working days per week; vacation time shall not be considered a working day for purposes of this contribution.

Section 11. Sick Leave

11.1 Employees covered by this Agreement shall be entitled to a maximum of ten days' sick leave per year, provided that any absence of more than two consecutive days will be supported by a doctor's certification of illness. One day of sick leave is earned upon completion of 36 calendar days' covered employment.

11.2 Maintenance Gang members, who do not use all of their ten days' sick leave in a year measured from their anniversary date, may carry over the unused portion to allow the Maintenance Gang members to accrue up to 60 days of sick leave. If a Maintenance Gang member does not use all of his sick leave, no pay in lieu shall be granted.

Section 12. Holidays

12.1 (a) The following shall be recognized as holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day (previously Washington's Birthday), Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veterans' Day, Columbus Day, Thanksgiving Day, Christmas Day, Employee's Birthday.

(b) Any additional holidays granted by the Employer to longshoremen or seamen in U. S. Ports shall also be recognized as holidays for personnel under this Agreement.

12.2 Employees, who are requested and agree to work on any of the regular holidays listed here — in addition to their normal holiday pay which they would receive for not working on such day, shall receive one and one-half (1-1/2) times their straight-time rate of pay for such work and be guaranteed a full shift's pay, therefore, whether a full shift is worked or not.

12.3 To be eligible for holiday pay, the employee must have worked the last regular workday of his work schedule prior to,

and the first regular workday of his work schedule following, the holiday. Payments will be made in cases where absence on the workday prior to, or on the workday following, the holiday was due to industrial accident or bona fide illness, vacation or other absence excused by the Employer.

12.4 If a holiday recognized under this Agreement falls on a Saturday or a Sunday, the holiday shall be recognized on the nearest regular workday preceding or subsequent to said holiday in accordance with the national holiday structure, except that additional holidays for longshoremen or clerical staff shall be observed in accordance with local custom and practice.

Section 13. Vacations

13.1 All employees covered by this Agreement shall be entitled to four weeks' vacation for each twelve months of service and shall be paid thirty-seven (37) days' base pay for the four-week period.

13.2 Replacements for rotating employees shall be ordered while the men are on vacation.

13.3 Replacements shall not be required for steady men on vacation.

13.4 In the event a man terminates prior to twelve months, he shall be entitled to supplementary pay on a pro-rata basis in accordance with the provisions of Section 13.1 above.

Section 14. Jury Duty

14.1 Upon presentation of proper evidence, the Employer will grant all rotating and non-rotating Mechanics leave with pay to perform jury duty.

14.2 The employee's compensation for this period will be his regular hourly rate times eight, less any compensation received for his jury service for each full day.

Section 15. Funeral Leave

In the event of a death in the family (spouse, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brother, sister, son or daughter) or blood relatives residing permanently in the employee's home, each rotating and non-rotating employee shall be entitled to three days' funeral leave if the funeral is held in the employee's state of employment, and five days' funeral leave if the funeral is held outside the employee's state of employment at the rate of eight straight-time hours per working day lost.

Section 16. Strikes and Lockouts

There shall be no strikes or stoppages of work authorized by the Union or its agents during the period of this Agreement.

There shall be no lockouts authorized by the Employer or its agents during the life of this Agreement.

No member of the Maintenance Gang shall be required to go through a legitimate picket line. The refusal of Maintenance Gang members to go through a legitimate picket line will in no way be regarded as a violation of this Agreement.

A legitimate picket line is one established and maintained by a union, acting independently of the SIU-Pacific District, about the premises of an Employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees represented by said union as the collective bargaining agency.

Section 17. Union Representatives

17.1 The Employer agrees that members of the Union shall choose from the regular employees a Delegate or Steward to act on behalf of the Union in any capacity assigned to such Delegate or Steward by the Union, provided however, that such activity on the part of the Delegate or Steward shall not interfere with the normal and regular operations.

17.2 It is agreed by both parties hereto that the fully-authorized representative of the Union may, after notifying the representative designated by the Employer, visit the establishment of the Employer for the purpose of carrying out and enforcing the terms of this Agreement.

17.3 The Shop Delegate or Steward shall receive a copy of all letters to employees concerning reprimands, layoffs and discharges.

17.4 The Company will be notified by the Union in writing as to who the Shop Delegate or Steward is.

Section 18. Dispatch Hall and Medical Center

Contributions to partially defray the cost and expenses of the operation and maintenance of the Dispatch Hall and also contributions to the Seamen’s Medical Center shall be made as determined in the Offshore Agreement.

Section 19. Transportation Expenses

Employees shall be reimbursed for out-of-pocket expenses, such as bridge tolls, bus or taxi fares and, if required to use their own cars for Employer’s business, shall be reimbursed at the standard IRS rate.

Section 20. Supplemental State Disability Benefits

The Employer signatory to this Agreement agrees to furnish a supplemental benefit of \$112 per week to run concurrently with state disability benefits and not to exceed 39 weeks. Eligibility requirements for supplemental benefits shall be identical to the eligibility requirements of state disability benefits, except that the supplemental benefits will commence after a waiting period of three days.

Section 21. Additional Benefits

21.1 Money Purchase Pension Plan

The Employer and the Union agree to maintain a supplement to the MFOW Supplementary Pension Plan to be known as the “MFOW Money Purchase Pension Plan.” All employees automatically became participants in the Plan on June 15, 1982, if there were contributions payable to the Plan on their behalf for work performed between June 16, 1981 and June 15, 1982 or if the first day of work for which contributions were required occurred after June 15, 1982. All contributions made to the MFOW Supplementary Pension Trust by any Employer for allocation to the Money Purchase Pension Plan for and on behalf of the Participant shall be credited to the Individual Account for work performed under a Collective Bargaining Agreement from and since June 16, 1981. A share of the earnings of the aggregate amounts contributed to the Money Purchase Pension Plan Fund less any expenses shall be allocated to each Individual Account. The amount of each Individual Account shall be determined in accordance with the provisions established in the Plan Document. Contributions pay-

able to Participant Accounts for mandays worked requiring contributions are as follows:

FROM	THROUGH	PER MANDAY
June 16, 1981	December 15, 1981	\$ 2.47
December 16, 1981	June 15, 1982	6.00
June 16, 1982	December 15, 1982	10.00
December 16, 1982	June 15, 1983	14.00
June 16, 1983	December 15, 1983	20.00
December 16, 1983	June 15, 1984	22.00
June 16, 1984	June 30, 2004	25.00
July 1, 2004	June 30, 2013	27.00
July 1, 2013		30.00

21.2 The Company agrees to increase the contribution rate made to the Training Fund of the MFOW by \$3.00 per day effective July 1, 2002, provided that the employees at Sand Island and Oakland be required to have the same training requirements as offshore personnel.

21.3 The Company agrees to increase the contribution rate made to the Training Fund of the MFOW by \$2.00 per day effective July 1, 2006.

21.4 The Company agrees to increase the contribution rate made to the Training Fund of the MFOW by \$0.25 per manday effective July 1, 2017; \$0.25 per manday effective July 1, 2018; \$0.25 per manday effective July 1, 2019; and \$0.50 per manday effective July 1, 2020.

Section 22. Effective Date and Duration of Agreement

The effective date of this Agreement shall be **July 1, 2017**, and the term of Agreement and economic benefits shall be the same as the MFOW-Matson Offshore Agreement.

It is understood that the parties reserve all of their rights with respect to any language not modified by the Memorandum from the current Collective Bargaining Agreement.

Section 23. Letters of Understanding

Letters of Understanding or clarifications concerning prior MFOW Maintenance Agreements shall continue to be in effect during the life of this Agreement, provided they are not in conflict with the basic Maintenance Agreement.

MATSON NAVIGATION COMPANY, INC.

By: John W. Sullivan

Dated: July 1, 2017

MARINE FIREMEN’S UNION

By: Anthony G. Poplawski

Dated: July 1, 2017

APPENDIX II
MEMORANDUM OF UNDERSTANDING
between the
MARINE FIREMEN'S UNION
and the
PACIFIC MARITIME ASSOCIATION
(on behalf of Matson Navigation Company)
MATSON'S NEW INTER-ISLAND BARGE SERVICE
OPERATING OUT OF HONOLULU, HAWAII

The parties met on March 19, 1985 in Honolulu and inspected the new barges that will operate in the inter-island service. As a result of that meeting and inspection, understandings were reached as follows:

Under the supervision of the Port Engineers, the following work in Honolulu will be the responsibility of the MFOW shoregang personnel:

- 1) Sounds all tanks: ballast, lube oil, fuel oil and fresh water. Make up written sounding report and give copy to Port Engineer.
- 2) Ballast or de-ballast Forepeak Tank or #1 Deep Tank.
- 3) Take on stores, including fuel, lube oil and fresh water from shore.
- 4) Top off fuel tank for "crawler" type crane.
- 5) Check and log diesel generator (2) engine hours and changes lube oil, lube filters and fuel filters as directed by Port Engineer. Scope of work depends upon operating hours since last change and upon time available to accomplish work. Clean engine cooling water strainers.
- 6) Change and clean bilge and ballast strainers.
- 7) Replace lights (lamps) as necessary.
- 8) Repair portable cargo lights. Ensure that barge sails with at least six operable cargo lights.
- 9) Test all reefer power outlets and repair outlets as needed.

In addition to the above work assignments, the Port Engineer shall have the option of assigning MFOW shoregang personnel to do additional work traditionally performed by MFOW personnel on Matson's seagoing vessels, providing the work is not the jurisdiction of another Union and with the further understanding that MFOW shoregang personnel shall not be assigned Wipers' work as defined under the MFOW-PMA Offshore Agreement.

If Wipers' work is to be performed in Honolulu, one or more Standby Wipers shall be ordered from the MFOW Hiring Hall to perform the work under terms of the Standby MFOW-PMA Agreement.

Should any of the work assignments listed above (which are normally performed Mondays through Fridays) be performed on Saturdays, Sundays and Holidays, this work shall be exclusively assigned to MFOW shoregang personnel.

ACKNOWLEDGED AND AGREED UPON:

/s/ James R. Hammer

PACIFIC MARITIME ASSOCIATION

/s/ Henry Disley

MARINE FIREMEN'S UNION

Dated: April 16, 1985

APPENDIX III
SAN FRANCISCO BAY AREA
MAINTENANCE MECHANIC
JOB RESPONSIBILITIES

The description below clarifies MFOW San Francisco Bay Area Maintenance Mechanic job responsibilities, as per the MFOW contract. The position is based on the qualifications of a fully certified, Coast Guard-endorsed Electrician, Reefer Engineer and Junior Engineer. The MFOW San Francisco Bay Area Maintenance Mechanic may also be assigned to perform the additional contractual duties of Wiper, in accordance with Section 1.2 of the MFOW-Matson Maintenance Agreement.

It is understood that the MFOW San Francisco Bay Area Maintenance Mechanic shall assist the Port Engineers as directed and may be delegated various duties. All duties shall be performed under the supervision of a Port Engineer. Some of the duties require the Port Engineer to be present; however, most are expected to be performed in a "stand alone" capacity.

The MFOW San Francisco Bay Area Maintenance Mechanic position is primarily intended to provide in-service fleet support. However, any day that an in-service vessel is not in port, the MFOW San Francisco Bay Area Maintenance Mechanic may be assigned to any "laid-up" vessel(s) in the San Francisco Bay Area to assist the Port Engineer as directed. A summary of possible assigned duties is as follows:

Layup Rounds

1. Assist Port Engineer with weekly rounds of all engine spaces, vessel main deck and house areas.
2. Assist Port Engineer with weekly log entries, including shore power readings.
3. Assist Port Engineer with weekly soundings of all ballast tanks and voids.
4. Assist Port Engineer with weekly machinery inspections and operations.
5. Assist Port Engineer with monthly machinery inspections and operations.
6. Assist Port Engineer with inspection of vessel moorings and mooring equipment operations.
7. Assist Port Engineer with monitoring all cargo hold conditions, in particular rain water. When the SS *Maui* and SS *Kauai* are laid-up in San Francisco Bay Area ports, the vessel(s) Automated Bilge System shall be operated by the MFOW San Francisco Bay Area Maintenance Mechanic.
8. Weekly machinery inspection and operation (not all-inclusive): Ship's Service Air Compressor, including blowdown of system piping and low point drains; Main Engine Lube Oil System operation; Main Engine Turning Gear operation; mooring equipment operation; motor and pump hand operation ("bumping"); maintenance of dehumidification (DH)/layup equipment, including the removal and installation of replacement equipment, such as DH heaters, DH unit and Intrusion Alarm; troubleshooting and repair of all layup gear, notably electrical repairs.
9. Monthly and quarterly machinery inspection and operation (not all-inclusive): Emergency Diesel Generator, Auxiliary Generators and Steering Gear operation (all to be conducted

with Port Engineer in attendance).

10. Other layup responsibilities include the connection and disconnection of all DH systems, such as DH heaters, DH units and others as directed.

Fleet Support Responsibilities

1. Fleet support shall include standard Electrician, Reefer Engineer and Junior Engineer responsibilities as directed by the Chief or First Engineer.

2. The *ITB Moku Pahu* has a tendency to assign a considerable amount of electrical work.

3. No overtime, penalty time or premium time shall be allowed without prior authorization of the supervising Port Engineer.

**APPENDIX IV
SEATTLE LAYUP MECHANIC**

The description below clarifies MFOW Seattle Layup Mechanic job responsibilities, as per the MFOW contract. The position is based on the qualifications of a fully certified, Coast Guard-endorsed Electrician, Reefer Engineer and Junior Engineer. The MFOW Seattle Layup Mechanic may also be assigned to perform the additional contractual duties of Wiper, in accordance with Section 1.2 of the MFOW-Matson Maintenance Agreement.

It is understood that the MFOW Seattle Layup Mechanic shall assist the Port Engineers as directed and may be delegated various duties. All duties shall be performed under the supervision of a Port Engineer. Some of the duties require the Port Engineer to be present; however, most are expected to be performed in a “stand alone” capacity.

The MFOW Seattle Layup Mechanic shall be assigned to any “laid-up” vessel(s) in the Pacific Northwest Area to assist the Port Engineer as directed. A summary of possible assigned duties is as follows:

Layup Rounds

1. Assist Port Engineer with weekly rounds of all engine spaces, vessel main deck and house areas.

2. Assist Port Engineer with weekly log entries, including shore power readings.

3. Assist Port Engineer with weekly soundings of all ballast tanks and voids.

4. Assist Port Engineer with weekly machinery inspections and operations.

5. Assist Port Engineer with monthly machinery inspections and operations.

6. Assist Port Engineer with inspection of vessel moorings and mooring equipment operations.

7. Assist Port Engineer with monitoring all cargo hold conditions, in particular rain water. When the SS *Maui* and SS *Kauai* are laid-up in Pacific Northwest Area ports, the vessel(s) Automated Bilge System shall be operated by the MFOW Seattle Layup Mechanic.

8. Weekly machinery inspection and operation (not all-inclusive): Ship’s Service Air Compressor, including blowdown of system piping and low point drains; Main Engine Lube Oil System operation; Main Engine Turning Gear operation; mooring equipment operation; motor and pump hand operation (“bumping”); maintenance of dehumidification (DH)/layup equipment, including the removal and installation of replacement equipment, such as DH heaters, DH unit and Intrusion Alarm; troubleshooting and repair of all layup gear, notably electrical repairs.

9. Monthly and quarterly machinery inspection and operation (not all-inclusive): Emergency Diesel Generator, Auxiliary Generators and Steering Gear operation (all to be conducted with Port Engineer in attendance).

10. Other layup responsibilities include the connection and disconnection of all DH systems, such as DH heaters, DH units and others as directed.

11. No overtime, penalty time or premium time shall be allowed without prior authorization of the supervising Port Engineer.

MEMORANDUM OF UNDERSTANDING

CV700

MEMORANDUM OF UNDERSTANDING CV700

THIS AGREEMENT is entered into as of July 5, 2017 by and between the SEAFARERS' INTERNATIONAL UNION-PACIFIC DISTRICT (SIU-PD), comprised of the MARINE FIREMEN'S UNION (MFU), the SAILORS' UNION OF THE PACIFIC (SUP), and the SEAFARERS' INTERNATIONAL UNION-ATLANTIC, GULF, LAKES AND INLAND WATERS, AFL-CIO (SIU-AGLIW) hereinafter referred to as the "Union," and MATSON NAVIGATION COMPANY, hereinafter referred to as the "Company".

WHEREAS, the parties hereto have a collective bargaining agreement covering ocean going, dry cargo and passenger vessels, as amended and supplemented from time to time by agreement and/or arbitration awards, of which the expiration date is June 30, 2021 and

WHEREAS, the Company has the opportunity to purchase one (1) additional vessel (herein referred to as the "CV700"); and

WHEREAS, it is the intention of the Company and the Union to conclude an agreement (herein "Agreement") whereby the mutual interests of the employees and employer will be promoted in the future operation of the CV700;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF THE AGREEMENT

The term of this Agreement shall be extended through and including June 30, 2023. It shall thereafter continue from year to year unless either party hereto shall give written notice of its desire to amend the Agreement or notice of its desire to terminate same, which notice shall be given at least sixty (60) days, but no sooner than ninety (90) days, prior to the expiration or anniversary date.

2. WAGE INCREASES

The following increases shall apply to the CV700:

(a) There will be a 3.0% increase in the Wages and Wage Related Items (herein "W&WRI") on July 1, 2018.

(b) There will be a 3.0% increase in the Wages and Wage Related Items (herein "W&WRI") on July 1, 2019.

(c) There will be a 3.0% increase in the Wages and Wage Related Items (herein "W&WRI") on July 1, 2020.

(d) There will be a 3.0% increase in the Wages and Wage Related Items (herein "W&WRI") on July 1, 2021.

(e) There will be a 3.0% increase in the Wages and Wage Related Items (herein "W&WRI") on July 1, 2022.

3. MONETARY MATTERS

Manning, compensation and work rules shall be as specified in Appendix A (applicable to the SUP only), Appendix B

(applicable to the MFOW only), and Appendix C, D, E (applicable to the SIU-AGLIW only).

4. HOLIDAYS

There will be ten (10) paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

5. RIGHT TO ALLOCATE

The Union shall reserve the right to allocate the above W&WRI increases to fringe benefit plans.

6. NO OBLIGATION TO PURCHASE VESSELS

The Company shall not be obligated to purchase the CV700 in the event it fails to reach agreement with any other union.

Matson Navigation Company

**By: John W. Sullivan, Vice President,
Vessel Operations and Engineering**

Date: July 6, 2017

Sailors' Union of the Pacific

By: Gunnar Lundeborg, President/Secretary Treasurer

Date: July 5, 2017

Marine Firemen's Union

By: Anthony Poplawski, President/Secretary-Treasurer

Date: July 5, 2017

Seafarers' International Union,

Atlantic, Gulf, Lakes and Inland Waters, AFL-CIO

By: Nicholas Marrone, West Coast Vice President

Date: July 5, 2017

APPENDIX B
to the
MATSON – SIU PACIFIC DISTRICT
MEMORANDUM OF UNDERSTANDING
(Applicable to the Marine Firemen’s Union)

1. WAGES AND BENEFITS

a. Wage and wage-related items

Rating	Base Wage Monthly	Base Wage Daily	Suppl. Wage Daily	Overtime Rate Hourly	Penalty Rate Hourly
Electrician/Reefer/Oiler	5,040.00	168.00	56.00	42.00	28.00
Oiler/Utility	3,600.00	120.00	40.00	25.50	17.00

b. Both ratings shall receive ten (10) days of supplemental benefit wages for each thirty (30) days worked, or pro rata.

c. The hourly overtime rates above shall be paid in accordance with the Agreement.

d. The manday contributions for each rating shall be as follows:

Rating	SIU-PD Pension	SIU-PD Suppl. Benefit Admin	MFOW Medical Center	MFOW H & W	MFOW Money Purchase	MFOW Training	MFOW JEC
All Ratings	10.00	2.12	2.00	30.18	27.00	3.00	3.00

e. In the event that ships operated under this Agreement become participants in the Maritime Security Program (MSP), all wages, wage related items, and benefits shall revert to standard APL Marine Services MSP rates.

2. MANNING AND DECK DUTIES

a. Unlicensed engine department manning shall be one (1) Electrician/Reefer/Oiler and one (1) Oiler/Utility.

b. Both ratings shall also possess the U.S. Coast Guard national rating endorsement of Ordinary Seaman.

c. The Electrician/Reefer/Oiler and Oiler/Utility shall be turned-to on deck to assist with vessel mooring and unmooring operations (tie-up and let-go only). They shall not be assigned port preparation duties, rigging or stowing of pilot ladder, or gangway operations.

3. WORK RULES — ELECTRICIAN/REEFER/OILER

a. The Electrician/Reefer/Oiler shall work as directed to perform electrical and mechanical maintenance and repairs to engine department systems and auxiliaries, as described in the Matson-MFOW Offshore Work Rules covering Electricians and Oilers.

b. If refrigerated containers are carried aboard the vessel, the Electrician/Reefer/Oiler shall be assigned to plug and unplug, monitor and repair the refrigerated containers in addition to his regular duties.

c. The Electrician/Reefer/Oiler shall not be assigned general cleaning, polishing and painting duties (Wiper’s work) without the payment of penalty time.

4. WORK RULES — OILER/UTILITY

a. The Oiler/Utility shall work as directed to assist the licensed engineers in maintenance and repair work in the engine department, as described in the Matson-MFOW Offshore Work Rules covering Oilers, and shall perform Wiper’s work as part of his regular duties, as described in the Matson-MFOW Offshore Work Rules covering Wipers.

b. The Dirty Work provisions of the Matson-MFOW Offshore Work Rules shall not apply to this Agreement.

5. SANITARY DUTIES

Notwithstanding Section 30(i) Cleaning Unlicensed Engine Room Quarters, of the MFOW Work Rules, and Section 17 Freighters - Sanitary Work, of the SUP Work Rules and based on the spirit of cooperation between the unlicensed unions and past practice, the parties agree to develop a plan for common space daily sanitary duties during the initial voyage(s) of the CV700-class vessel.

Matson Navigation Company

**By: John W. Sullivan, Vice President,
Vessel Operations and Engineering
Date: July 6, 2017**

Marine Firemen’s Union

**By: Anthony Poplawski, President/Secretary-Treasurer
Date: July 5, 2017**

