

# MFWO-APLMS AGREEMENT



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# SIU PACIFIC DISTRICT - APLMS GENERAL RULES

## OFFSHORE AGREEMENT

THIS AGREEMENT is entered into as of **October 1, 2020**, by and between the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, PACIFIC DISTRICT, comprised of the SAILORS' UNION OF THE PACIFIC (SUP), MARINE FIREMEN'S UNION (MFOW) and the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS (SIU-AGLIW), hereinafter referred to as the "Union", and APL MARINE SERVICES, LTD., hereinafter referred to as the "Company".

### WITNESSETH:

**(All wording set in boldface type is new language)**

## PART I GENERAL RULES

### Section 1. Recognition

The Company agrees to recognize the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, Pacific District, comprised of the Sailors' Union of the Pacific (SUP), 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 their 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 oceangoing U.S.-flag vessels owned, operated, or bareboat chartered by the Company, except as otherwise specifically provided herein, to the fullest extent permitted by law.

(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 by the Company, or any of its subsidiaries or affiliates (whether so at present or at any time during the term of this Agreement). 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.

(c) This agreement shall be binding upon the parties hereto, their successors, transferees, or assigns. The Company agrees that it will not voluntarily sell any right(s) that it has to operate vessels that it is currently operating on behalf of itself, or any of its subsidiaries or affiliates, 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 the potential buyer to assume the Company's obligations under this Agreement.

In the event the Company does voluntarily sell any right(s) to operate vessels that it is currently operating on behalf of itself, or any of its subsidiaries or affiliates, to another entity (including any partnership, joint venture, alliance, or other business arrangement in which the company is a party) which does not agree in writing to assume the obligations of this Agreement, then the following shall apply:

The Company agrees that if following such sale there are fewer than seven (7) MSP Vessels operated by the Company, or any of its subsidiaries or affiliates, then the Company shall make the severance payments ("Severance Payments") specified in subsections 1 and 2 herein only for each vessel disposition which reduces the fleet number below seven (7) (a "Vessel Disposition"). No severance will be paid on any transaction which reduces the fleet size downward to seven (7) MSP Vessels. The Severance Payments will be made to mitigate the effects of the loss of employment opportunities resulting from the Vessel Disposition and to settle all claims and demands relating to the Vessel Disposition. With respect to each Vessel Disposition, the Company shall make lump sum Severance Payments in amounts equal to the following percentages of the Contribution Rates and Base Wage Rates times the number of days remaining in the term

of the Amended Offshore Agreement, or no Severance Payments at all, depending upon the year in which the Vessel Disposition occurs:

<b>Calendar Year in Which Vessel Disposition Occurs</b>	<b>Percentage of Severance Payable</b>
2005 - 2008, inclusive	25
2009	15
2010 or later	10

(1) With respect to each Vessel Disposition, the Company shall make lump sum Severance Payments based on the respective Contribution Rates shown below:

**CONTRIBUTION RATES**

<b>SUP</b>	<b>Contribution Rates</b>
Welfare	\$184.04
Training	30.00
JEC	15.00
Medical Center	24.00
Money Purchase	150.00
<b>MFOW</b>	
Welfare	\$81.21
Training	15.00
JEC	6.00
Medical Center	12.00
Money Purchase	81.00
<b>SIU-AGLIW</b>	
Welfare	\$101.76
Training	38.79
JEC	3.75
Medical Center	12.00
Money Purchase	9.30

(2) With respect to each Vessel Disposition, the Company shall make lump sum severance payments based on the respective Base Wage Rates shown below:

**BASE WAGE RATES**

	<b>Base Wage Rates</b>
SUP	\$609.83
MFOW	363.68
SIU-AGLIW	310.02

(3) Each of the affected unions shall allocate its proportionate share of the severance payments among existing trusts, provided that no such allocation shall cause any adverse tax consequences to the Company. The severance payments and all investment earnings thereon shall be used exclusively for lawful purposes, such as providing outplacement assistance, retraining, supplemental retirement or other benefits, to mitigate the effects of the loss of employment opportunities resulting from the vessel disposition.

(4) The Company shall have no further obligation under any provision of this or any other agreement and the Union shall have no further rights under any provision of this or any other agreement with respect to any vessel subject to a vessel disposition in compliance with the provisions of this section.

(5) In the event of any voluntary sale of the right(s)

referred to in this provision, the Company shall, before any such sale takes place, give notice in writing to the Unions at least 45 days prior to the proposed sale and identify the parties involved in the transaction. At such time, the Company shall also provide the Unions with a copy of the notice informing said buyer(s) of the terms of the Agreement.

(d) The Company 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 Company 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.

**Section 4. Non-discrimination**

The Company agrees not to discriminate against any employee for Union activity. The Company and the Union are committed to and support equal employment opportunities for all employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Words in this Agreement indicating gender shall be construed to include males and females wherever appropriate.

**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 Company 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 Company and the Union shall establish a "Joint Labor Relations Committee" comprised of one Union representative from each Pacific District Union and three Company representatives. The Company 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 implement 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 Company.

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 may be held at any time that does not interrupt the operation of the vessel.

(d) Unlicensed crew members shall not be penalized in any way, shape or form for not participating in "Ship Management Team" 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 the Company 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 shall 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 man, and the hours each man 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 and 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 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.

(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 Companies 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 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 seaman.

(1) Payment of money by the 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. Working Gear and Safe Working Conditions**

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

(b) A life net furnished by the vessel shall be rigged under all gangplanks or accommodation ladders 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 under deck 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) Section 9 shall be amended if the ILWU/PMA Safety Code is amended.

(h) Non-smoking policy:

#### **NON-SMOKING POLICY**

This following APL Non-Smoking Policy is in force on board all APL vessels. The policy also applies to shore personnel, visitors and passengers.

This is to provide a group policy concerning smoking on board APL vessels, to take care about occupational health and safety of employees and to comply with the national and international rules related to smoking in public places. It also prohibits smoking within places where there is a high risk of

explosion and/or fire.

The Master is responsible for the implementation of this policy which is in accordance with the national and international requirements. The Master will also prohibit smoking within places where there is a high risk of explosion and/or fire.

Smoking is allowed on the decks outside the accommodation when operations permit it and in special smoking room or individual cabins if an air extracting system is in place. All other locations are non-smoking zones.

Any crew member must avoid smoking in front of other persons on board if this is likely to be considered as an offence or a breach of the local rules.

When smoking, some precautions must be taken:

- Matches and lighters must be used with care.
- Lit cigarettes should not be left unattended in ashtrays.
- Cigarettes, cigars and pipe tobacco must be fully extinguished after smoking.
- E-cigarettes and vaping are considered smoking devices under this policy.

Moreover, during risk assessments for onboard operations, additional hazards which may be caused by the presence of matches and lighters have to be considered. If necessary, the banning of such items is to be included in specific job procedures. This is to be included in the Permit to work system.

(i) Unlicensed crew members shall adhere to the Personal Protective Equipment procedures and matrix in the APL Maritime Ltd. Safety Management System's Safety Manual. When working gear or Personal Protective Equipment is required, it shall be provided by the Company.

#### **Section 10. Grievance Procedure – Immediate Dispute 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.

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 Committee men 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.

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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 (October 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.

The parties shall meet for the purpose of selecting the Permanent Arbitrator specified in Section 10(a)(4).

(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 Permanent 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 shoregang 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 any 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.

(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.

(3) Bed linen, towels and bedspreads shall be changed weekly. All linen, towels and bedding shall be in good condition. 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. 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 Companies 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 quarters 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, noncorrosive, nonporous material. Bulkheads in showers shall also be covered with the same material. Toilet areas shall be covered with unpainted, noncorrosive, 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 a 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 antenna and a radio antenna outlet 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.

(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, ice cubers with a total minimum capacity of 350 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) Vessels in the Company fleet on the effective date of this Agreement, as currently constructed and equipped, shall be deemed to be in full compliance with Section 11. Vessels added to the Company fleet during the term of this Agreement that comply with the provisions of the Maritime Labor Convention governing crew quarters shall be deemed to be in full compliance with Section 11.**

## **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, **coffee maker** 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) Vessels in the Company fleet on the effective date of this Agreement, as currently constructed and equipped, shall be deemed to be in full compliance with Section 12. Vessels added to the Company fleet during the term of this Agreement that comply with the provisions of the Maritime Labor Convention governing messrooms shall be deemed to be in full compliance with Section 12.**

### **Section 13. Provisioning, Storing and Feeding**

(a) The Company 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 available 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 Company will supply a type of canned fresh milk subject to Joint Labor Relations Committee recommendation.

(4) Grade of beef to be supplied aboard Company vessels shall be not 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 jello. 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 Company 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. Over-the-counter medications from the ship's medicine chest will be administered by the Ship's Medical Officer, who will follow the manufacturer's dosage recommendations. Controlled substances from the ship's medicine chest will be administered by the Ship's Medical Officer, who will follow the dosage recommendations of the Company's medical support provider.

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

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

In major foreign 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.

(h) The Company shall utilize the culinary staff at the Harry Lundeberg School of Seamanship to evaluate the menus and food selections and the nutritional needs of the unlicensed crew members aboard the Company's vessels for the purpose of obtaining their recommendations for more healthful meals aboard the vessels. A subcommittee will be formed by the Company and the Union to consider recommendations of the culinary staff and to recommend changes in provisioning, storing and feeding.

#### **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 therefor 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 provided reasonable lodging and subsistence with the understanding that they do not receive any money from the U.S. Consular authorities for the same purpose.

(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 be provided reasonable lodging and subsistence.

(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 or 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 Company 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 repatriation shall be governed by Section 17.

(i) The Company 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 employers shall settle between themselves any question of ultimate responsibility.

(j) When a man 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 man a "Fit for Duty" slip, he shall be assigned to the job.

In the event the ship has sailed, the man 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 for all time spent in such drills, safety indoctrinations and meetings that exceed 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 unlicensed personnel shall not be required to enter lifeboats during any part of a lifeboat lowering operation during a drill.

**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.

(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 layup shall receive lodging if quarters are not available to them for sleeping during the day of layup.

(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.

(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 noise claim 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. Failure to follow this procedure will result in denial of claim.

Standard claim forms shall be provided by the Company and made available in ample supply through the Master 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.

(e) The amounts for lodging and subsistence set forth in this Section 16 shall be adjusted to match increases, if any, granted to the Company's licensed officers during the term of this Agreement. In no event shall such amounts be reduced.

#### **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 reasonable subsistence and **economy** class transportation back to the port of engagement; provided, however, that if **the parties agree that** a repatriated seaman's medical condition requires more space than is available in **economy** class, **business class transportation shall be provided (or first class if business class is not available)**.

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 reasonable subsistence and **economy** class transportation back to the port of engagement.

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 **economy class transportation back to the port of engagement**.

Unlicensed crew members returning to a vessel after a temporary layup, when transportation was payable on separation, will be entitled to **economy class** return transportation.

(b) **For purposes of this Section, economy class transportation is defined to mean economy class jet air transportation; provided, however, that sea, bus or train facilities may be used when transportation by economy class air is not available.**

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.

(c) Unlicensed crew members paid off under these conditions

shall instead of transportation, wages and subsistence receive the prevailing coach air fare (as defined above) plus tax, plus \$30.00 for limousine.

(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 layoffs 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; provided, however, that if a repatriated seaman's medical condition requires more space than is available in coach class, the parties will agree on first class repatriation. 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, reimbursement up to a maximum of \$2,500 for lost clothing or personal belongings will be paid 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 unlicensed crew member dispatched to join a vessel lying at outlying docks or outports on the Pacific Coast shall be paid transportation fares as set forth in Appendix "B" Transportation Fares. The parties shall review Appendix "B" and, where appropriate, amend and update it. Appendix "B" shall be revised to reflect current rates.

(k) When a job is called in Port A and cannot be filled in such port and the Company agrees 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 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 provides 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) The Company will reimburse unlicensed crew members joining or leaving a vessel for a maximum of two checked bags, each bag within the weight limits of the applicable airline. No excess weight charges shall be reimbursed.

(n) On Company controlled terminals, 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 board 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  
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 company (terminal operator) 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 12:00 noon and 3:00 P.M. on Good Friday when in port. 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 cancelled. If such delay exceeds one hour or the sailing board is cancelled, 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 cancelled 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**

All unlicensed personnel employed on a contracted vessel in a war zone or any area rendered unsafe by virtue of hostilities, shall receive a monthly war risk bonus equal to 100% of such unlicensed personnel's monthly base wages, or pro rata share thereof. In such event, the parties shall meet to negotiate other special benefits, such as life insurance, as appropriate. 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 any prior proceedings. 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 sailings 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 Company 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. 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. It shall be the responsibility of the Company 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 current ILWU/PMA Agreement.

(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 tetrachloride or other chemicals 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 the U.S. Coast Guard (or other agreed upon agencies, if necessary), 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 shall 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) 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) 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, when not contrary to local laws, or the equivalent, at official rates of exchange where the issuance of U.S. currency conflicts with existing laws.

(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 formulas:

(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 Company 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 non-member 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¢ 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¢ per manday for the purpose of purchasing new benefits. Should any of the three Unions choose to allocate their 50¢ per manday for purposes other than welfare, the 50¢ 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¢ 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¢ per man day to their Joint Employment Committee. The Contributing Employers shall not be obligated to maintain any new benefits purchased with the 50¢ 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¢ 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¢ 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¢ 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¢ 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¢ per manday to their Joint Employment Committee. The Contributing Employers shall not be obligated to maintain any new benefits purchased with the 50¢ 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.

(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 Contributing Employers and the Unions shall conduct a study of consolidation of the Welfare Funds with the objectives of reducing costs and improving benefits for participants. This study shall be completed by June 30, 1994.

(i) Notwithstanding any of the foregoing provisions of this Section 29, effective October 1, 2005, the Company shall pay into the Welfare Funds a defined contribution for all mandays of covered employment as set forth in the respective Departmental Work Rules, Maintenance Agreements, and any applicable Memorandum of Understanding.

### **ACTIVE SEAMEN**

In the event USPHS hospitalization, medical or dental services for active seamen are eliminated or curtailed, 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 recalculations, 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 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 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 subsection (b), the Pension Plan Agreement shall not be amended to increase, reduce or otherwise change any benefits. The only exception is that changes 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 in accordance with any agreements between the parties.

(c) Effective as of January 1, 2016, the Contributing Employers shall pay a fixed contribution of \$10.00 per manday. The Parties waive their rights to bargain for any change in this fixed contribution rate that takes effect before July 1, 2021; provided, however, that the Parties understand that this waiver shall not relieve them from having to bargain over the schedule or schedules contained in any funding improvement or rehabilitation plan adopted by the Trustees of the Pension Plan pursuant to the Pension Protection Act provided that a schedule shall not be included in such funding improvement or rehabilitation plan without the unanimous consent of all the Trustees if it would call for a change in the contribution rate the Company is required to make to the Pension Plan that is effective during or prior to the term of the Offshore Agreement that includes the date the Pension Plan enters endangered or critical status under the Pension Protection Act.

(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)(1) During the sixty-day period immediately following the publication of the SIU Pension Plan Actuarial Report covering the one-year period preceding August 1, 2005, and during the sixty-day periods immediately following the publication of the SIU Pension Plan Actuarial Reports covering each subsequent one-year period, up to and including the Actuarial Report as of August 1, 2014, the parties shall meet in good faith to negotiate regarding 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. The present value of any such benefit increases shall not exceed the combined net actuarial gain, if any, experienced by the Plan during the period covered by the applicable Actuarial Report. In the event the Plan has a surplus in consecutive years but the Trustees chose not to utilize that surplus to increase benefits at the end of the year(s) prior to the current year, the Trustees may add the amount of the prior year surplus(es) to

the current year surplus and utilize the combined amount for benefit increases. In the event of deadlock with regard to the matters covered by this subsection (e)(1), the parties agree to submit their dispute to interest arbitration in accordance with Section 10 of the General Rules.

(2) For purposes of this Section 30(e), the “combined net actuarial gain” or “combined net actuarial loss” shall be determined by the Plan Actuary and shall be calculated with respect to (1) the investment experience of the portfolios managed by Dodge & Cox and Unity Management (or by a successor manager or managers), (2) the retirement assumption, and (3) the mortality assumption. All other actuarial gains or losses (including any investment gains or losses for the dedicated portfolio and the cash matching portfolio) shall be disregarded. In the event that the Plan Actuary determines that a combined net actuarial gain exists under subsection 30(e)(1), and the parties to the SIU Pension Plan Agreement, as amended, are unable to agree on a benefit increase under said subsections, the matter shall be submitted to a Special Arbitrator under Section 10(a)(4). In such a proceeding, the present value of any proposed benefit increase calculated by the Plan Actuary and the combined net actuarial gain or combined net actuarial loss calculated by the Plan Actuary shall be binding on the parties and the Special Arbitrator.

(f) Further terms and conditions relating to the SIU PD Pension Plan are set forth in Appendix D, which is incorporated by reference herein.

(g) Effective October 1, 2018, the Company agrees to increase the SIU Pacific District Pension Fund contribution rate from \$10.00 per manday, by an additional \$10.00 per manday, for a total contribution rate of \$20.00 per manday.

### **Section 31. Supplemental Wage Fund**

(a) The Company and the Union agree to the continuation of the 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.

(c) The supplemental wage benefit shall be 14 days for each 30 days of all Covered Employment.

(1) Effective October 1, 2006, the Supplemental Benefit shall be increased from 14 to 15 days per month.

(2) Effective October 1, 2008, the Supplemental Benefit shall be increased from 15 to 16 days per month.

(3) Effective October 1, 2011, the Supplemental Benefit shall be increased from 16 to 17 days per month.

(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. An employee may collect supplemental benefits if the employee has less than 30 days of employment when a vessel lays up and the employee is unable to return to the vessel.

(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 Vacation 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 or Vacation Benefits as the case may be, earned with respect to service thereunder. The parties agree that a comprehensive reciprocity agreement shall be prepared by counsel to the Plans based on the foregoing principles within 60 days after execution hereof.

### **Section 32. Seafarers' Medical Center**

(a) 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 Contributing Employers will pay into the Trust a per manday contribution adequate to sustain the program with reasonable cash reserves.

(b) The parties agree to instruct the Trustees of the Seafarers' Medical Center to study the operations of the Seafarers' Medical Center, including without limitation its uses, costs and benefits. That study shall commence no later than October 1, 2005. Subject to the agreement of all settlors, the parties agree to amend the Trust Agreement as necessary for the Medical Center to authorize the Trustees in their discretion to make changes in benefits and/or benefit delivery with the goal of increasing the overall health and wellness of the seafarers involved. Any disagreement among the Trustees with regard to changes to the Seafarers' Medical Center shall be subject to the trustee deadlock procedures in the Trust Agreement.

### **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) If the Company intends to, or enters 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, it 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 (i) 7-1/2% of before tax net profit from the sale of the vessel, or (ii) 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 Arbitrator as 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 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 companies', parties to the Fund, manday contribution bill each year. Additionally, such annual payments shall be credited to the 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**

(a) 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 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.

(b) The Company shall immediately negotiate with the Union, upon the latter's request, if and when any changes in law or regulation regarding "hours of work," manning or safety are promulgated. Any additional work within the Union's jurisdiction required as a result of such changes in law or regulation shall be performed by bargaining unit personnel.

### **Section 36. Term of Agreement**

(a) This agreement (hereinafter this "Agreement") shall continue in full force and effect until midnight, **September 30, 2022**, and shall continue from year to year thereafter

unless either party hereto shall give written notice to the other of its desire to amend the Agreement or notice of its desire to terminate the Agreement, either of which shall be given at least sixty (60) days but not sooner than ninety (90) days prior to the expiration of the Agreement. Unless otherwise specifically provided herein, the Agreement with respect to all of its provisions shall become effective as of 12:01 a.m., **October 1, 2020.**

**(b) Effective October 1, 2020, all wages and wage-related items shall be increased by three percent (3.0%). Effective October 1, 2021, all wages and wage-related items shall be increased by one and one-quarter percent (1.25%).**

Each Union shall have the right to allocate the periodic increases (above) in the form of wages and /or among the various benefit plans in each of the years in which an increase is granted.

### **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 Company 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.

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.

### **Section 38. Training**

Effective October 1, 2015, the Company shall make contributions to the MFOW and SUP training plans in the amount of \$6.30 per manday.

Effective October 1, 2016, and October 1, 2017, the manday contribution rate shall be further increased by the same percentages as the increases in offshore wages and wage related items that are stated in Section 36 of this Agreement.

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

**The Company agrees to increase its contributions to the SUP, MFOW and SIU-AGLIW Training Funds \$0.50 per manday effective October 1, 2020; and \$0.50 per manday effective October 1, 2021.**

APL MARINE SERVICES, LTD.

By: John Dragone

Title: Director Labor Relations (Maritime)

Date: November 19, 2020

SEAFARERS' INTERNATIONAL UNION  
OF NORTH AMERICA, PACIFIC DISTRICT

SAILORS' UNION OF THE PACIFIC

By: Dave Connolly

Title: President/Secretary-Treasurer

Date: October 27, 2020

MARINE FIREMEN'S UNION

By: Anthony Poplawski

Title: President/Secretary-Treasurer

Date: October 27, 2020

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

By: Nick Marrone

Title: Vice President West Coast

Date: October 27, 2020

# 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 APL Marine Services Maritime Security Program 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 2020 Agreements shall apply if a vessel falling in these categories is placed into operation.

### MARITIME SECURITY PROGRAM FLEET

- MV APL GUAM
- MV APL GULF EXPRESS
- MV APL SAIPAN
- MV PRESIDENT CLEVELAND
- MV PRESIDENT EISENHOWER
- MV PRESIDENT KENNEDY
- MV PRESIDENT F.D. ROOSEVELT
- MV PRESIDENT TRUMAN
- MV PRESIDENT WILSON

### Engine Department

Electrician/Refrigerating Engineer/ Junior Engineer (ERJ)	1
Refrigerating Engineer/Electrician/ Junior Engineer (REJ)	1
Day Junior Engineer/Utility (DJU)	1
Total	3

### Offshore Trade

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.

The Electrician/Refrigerating Engineer/Junior Engineer (ERJ) and the Refrigerating Engineer/Electrician/Junior Engineer (REJ) shall receive a USCG Certificate of Discharge to Merchant Mariner as QMED–Electrician/Refrigerating Engineer.

The Day Junior Engineer/Utility shall receive a USCG Certificate of Discharge to Merchant Mariner as QMED–Junior Engineer.

# APPENDIX “B” - TRANSPORTATION FARES

## APPENDIX “B” TRANSPORTATION FARES

### SAN FRANCISCO TO:

#### BART - West Oakland Station

	BART	Taxi	Total
OICT	\$3.95	\$12.00	\$15.95

### WILMINGTON TO:

	Taxi	Total
Fenix Marine Services – Pier 300	\$25.00	\$25.00

### SEATTLE – SOUND TRANSIT TO:

	Train	Taxi	Total
Tacoma	\$5.25	\$25.00	\$30.25

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” - MINIMUM STORING LIST

In addition to the minimum storing list, Appendix “C” will include the following understandings in accordance with Port Committee Minutes dated April 21 and May 15, 1970.

(1) Condiments, sauces, and salad dressings in household size containers will be provided for use in the messrooms.

(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 placed aboard and served at least every ten days except that prime rib and steak will not be served at the same meal. Cross rib roasts are not to be substituted for prime rib.

(4) Steak will be cut to a minimum of 3/4” thickness.

(5) Only pork loin chops will be provided.

(6) Ham served for breakfast will be of a decent cut and corned pork shoulder shall not be substituted for ham.

(7) 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.

(8) Canned fresh sterilized milk will be supplied as a supplement to fresh milk and will be made available to the crew when fresh milk is not obtainable.

## **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 donuts. In addition assorted cookies, crackers, chips, and microwave popcorn will be provided for the crew for the voyage.

## **DRY AND 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.

## **PASTAS:**

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

## **BEVERAGES:**

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

## **JAMS, JELLIES, CONDIMENTS AND SPICES:**

Assorted jams and jellies will be available in mess halls at all times. Condiments and spices will be available in large quantities to accommodate the Chief Steward’s cooking and supply needs. In addition “fat free” and “low-fat” salad dressing and “low-fat” mayonnaise will be available in mess halls at all times. Traditional brand names to be maintained.

## **SUGARS AND 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.

## **CANNED TABLE FRUIT/ DRIED FRUIT:**

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

## **FRESH FRUIT:**

A large variety of seasonal fresh fruit, melons and berries will be made available each voyage.

## **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.

## **FRESH VEGETABLES:**

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

## **DRIED AND CANNED VEGETABLES:**

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

## **SEAFOOD:**

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

## **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 cream, fresh and frozen yogurt, 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 U.S. Grade “A” when and where possible. In addition egg beaters and 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.

## **MEATS AND POULTRY:**

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

## **MENU STANDARDS:**

The Company agrees that the traditional West Coast menus for covering the three meals each day shall be maintained or improved aboard covered vessels. The menus for lunch and dinner shall consist of a first, second, and third entrée. The traditional holiday menus for Christmas, Thanksgiving, etc. shall also be maintained. (July 1, 1996 MOU-Side Letter)

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

ATTACHMENT 2  
to  
MEMORANDUM OF UNDERSTANDING  
between  
APL MARINE SERVICES, LTD.  
and SIU-PACIFIC DISTRICT UNIONS

(Applicable to MFOW only)

**1. SHIPBOARD WAGES AND WAGE-RELATED ITEMS**

(A) Effective October 1, 2020, wages and wage-related items (which includes base wages, supplemental benefit base wages, and overtime and penalty rates), shall be as set forth in the attached Annex 2A hereto.

(B) Wages and wage-related items increases shall be as follows:

(i) Effective October 1, 2021, all rates of pay and wage related items will be increased by one and one-quarter percent (1.25%).

**2. WELFARE PLAN CONTRIBUTIONS FOR OFFSHORE PERSONNEL**

(A) Notwithstanding any other provision of this Amended Offshore Agreement, the Company will pay into the MFOW Welfare Fund a defined contribution for all man days of covered employment. That contribution shall be increased from \$117.12 to \$124.15 per man day, effective October 1, 2020. The full amount of such increase shall be dedicated solely to the "Regular Account" of the MFOW Welfare Plan, subject to the Union's right to reallocate such contributions as provided below.

(B) Effective October 1, 2021, and on each subsequent October 1st anniversary date of this Amended Offshore Agreement, the \$124.15 rate of contribution to the MFOW Welfare Plan set forth above shall be increased by the percentage increase in the medical care services component of the Consumer Price Index (United States City Average for Urban Wage Earners and Clerical Workers), or its agreed upon successor, during the most recent previous twelve month period for which such index has been calculated by the Bureau of Labor Statistics of the U.S. Department of Labor.

The MFOW Welfare Fund contribution rates set forth in this Section 2 shall not be subject to the increases set forth in Section 1(B) of this Attachment 2.

If increases in the funding for the Regular or Special Accounts of the MFOW Welfare Plan are required at any time during the term of this Amended Offshore Agreement, on October 1 of each year reallocations to such Accounts from wages, fringe benefits and/or benefit plan contributions may be made as determined by the MFOW, with the understanding that the Company shall not be obligated to pay in excess of any billet's Total Labor Cost ("TLC") at any time and that the reallocation(s) shall not increase the TLC of the Amended Offshore Agreement.

Total Labor Cost ("TLC") is defined as the daily wage, fringe benefit and benefit plan contributions for each rating for each contract year.

**3. MANNING**

Appendix A to the General Rules shall be amended and restated as set forth in the attached Annex 2B hereto.

**4. TRAINING PLAN CONTRIBUTION INCREASES — OFFSHORE PERSONNEL**

Effective October 1, 2020, the Company shall make contributions to the MFOW's training plan in the amount of \$7.64 per man day. Effective October 1, 2021, the contribution shall be increased to \$8.14 per man day.

**5. MFOW WORK RULES CHANGES**

The MFOW Work Rules shall be amended as set forth in the attached Annex 2C hereto.

**6. MFOW SHIPPING RULES CHANGES**

The MFOW Shipping Rules shall be amended as set forth in the attached Annex 2D hereto.

**7. MAINTENANCE AGREEMENT, WAGES AND WAGE RELATED ITEMS**

(A) The MFOW-APL Maintenance Agreement, except as specifically amended herein, together with the additional provisions hereinafter set forth, shall be deemed to be an Amended Maintenance Agreement to continue in full force and effect until midnight, September 30, 2022, and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to amend said Amended Maintenance Agreement or notice of its desire to terminate said Amended Maintenance Agreement, either of which shall be given at least sixty (60) days but not sooner than ninety (90) days prior to the expiration of the Agreement. Unless otherwise specifically provided herein, the Amended Maintenance Agreement with respect to all of its provisions shall become effective as of 12:01 a.m., October 1, 2020.

(B) Effective October 1, 2020, wages and wage related items under the Maintenance Agreement (which includes base wages, supplemental benefit base wages, and overtime and penalty rates) shall be as set forth in the attached Annex 2E hereto.

(C) Wages and wage related items increases under the Amended Maintenance Agreements shall be as follows:

(i) Effective October 1, 2021, wages and wage related items shall be increased by one and one-quarter percent (1.25%).

**8. WELFARE PLAN CONTRIBUTIONS FOR SHORE-SIDE AND MAINTENANCE PERSONNEL**

(A) Notwithstanding any other provision of this Amended Offshore Agreement or the Amended Maintenance Agreement, the Company will pay into the MFOW Welfare Fund a defined contribution for all man days of covered employment for shoreside and maintenance personnel. That total welfare contribution shall be increased, effective October 1, 2020, to the following rates:

(i) MFOW Shoreside (Maintenance Agreement): the total welfare contribution shall be increased from \$92.80 to \$98.37.

(ii) MFOW Standby Wipers: the total welfare contribution shall be increased from \$34.41 to \$36.47.

The full amount of such increase shall be dedicated solely to the “Regular Account” of the MFOW Welfare Plan, subject to the Union’s right to reallocate such contributions as provided below.

(B) Effective October 1, 2021, and on each subsequent October 1st anniversary date of this Amended Maintenance Agreement, the rates of contribution to the MFOW Welfare Plan set forth above shall be increased by the percentage increase in the medical care services component of the Consumer Price Index (United States City Average for Urban Wage Earners and Clerical Workers), or its agreed upon successor, during the most recent previous twelve month period for which such index has been calculated by the Bureau of Labor Statistics of the U.S. Department of Labor.

(C) The MFOW Welfare Fund contribution rates set forth in this Section 8 shall not be subject to the increases set forth in Section 7(C) of this Attachment 2.

(D) If increases in the funding for the Regular or Special Accounts of the MFOW Welfare Plan are required at any time during the term of this Amended Maintenance Agreement, on October 1 of each year reallocations to such Accounts from wages, fringe benefits and/or benefit plan contributions may be made as determined by the MFOW, with the understanding that the Company shall not be obligated to pay in excess of any billet’s Total Labor Cost (“TLC”) at any time and that the reallocation(s) shall not increase the TLC of the Amended Maintenance Agreement.

Total Labor Cost (“TLC”) is defined as the daily wage, fringe benefit and benefit plan contributions for each rating for each contract year.

#### **9. MFOW MAINTENANCE AGREEMENT CHANGES**

The MFOW Maintenance Agreement shall be amended and restated as set forth in the attached Annex 2F hereto.

#### **APL Marine Services, Ltd.**

By: John Dragone

Title: Director Labor Relations (Maritime)

Date: October 1, 2020

#### **Marine Firemen’s Union**

By: Anthony Poplawski

Title: President/Secretary-Treasurer

Date: October 1, 2020

# MFOW - APLMS SHIPPING RULES

## JOINT SHIPPING RULES

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

THIS AGREEMENT is entered into as of **October 1, 2020**, between the MARINE FIREMEN'S UNION (hereinafter called the "MFOW"), and APL MARINE SERVICES, LTD. (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 APL MARINE SERVICES, LTD.

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 MFOW 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 MFOW Work Rules from and through the offices of the Union.

#### Section 2 - MFOW 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 non-performance 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 MFOW 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 MFOW shoreside jobs established by agreements with the Employer shall be filled in accordance with these Joint Shipping Rules.

Effective October 1, 2018, for personnel dispatched under the MFOW-APLMS Maintenance Agreement, the maximum period of employment date shall not be extended for any reason, including time lost due to workplace injury or any other unfit-for-duty status.

#### 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 MFOW hiring halls, to all applicants for registration who are, or wish to be, registered in MFOW hiring halls, and to the MFOW 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 Pierhead 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 Company and the Union are committed to and support equal employment opportunities for all employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws.

#### **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 cancelled. 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 re-register. If the registrant does not re-register, his name shall be removed from the shipping list. Any person registered shall have the right to turn in his shipping card and re-register 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 vested 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 re-register.

#### **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 – 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 re-register 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 Certification Required for Dispatch**

In dispatching seamen in accordance with the Joint Shipping Rules, the person doing the dispatching shall accept as conclusive evidence of certification 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.

#### **Qualifications Requirements for MFOW ratings**

##### **Offshore – All Ratings**

1. Transportation Worker Identification Credential (TWIC)
2. United States Passport (or foreign Passport for up to 25 percent of unlicensed crew)
3. SIU-PD Medical Center Annual Physical “Q” Card
4. SIU-PD Medical Center Sign-On Physical (not required if “Q” card is less than 30 days old)
5. DOT-approved drug screen
6. Merchant Mariner’s Credential (MMC) with following endorsements:
  - a. STCW Basic Training
  - b. STCW Vessel Personnel with Designated Security Duties (VPDSD) and Security Awareness (SA)
7. USCG Medical Certificate (STCW Two-Year Expiration Date and National Five-Year Expiration Date)

##### **Offshore – Electrician/Reefer/Junior and Reefer/Electrician/Junior**

1. MMC National endorsements of QMED-Electrician/Refrigerating Engineer, QMED-Junior Engineer and QMED-Oiler
2. MMC STCW endorsements of Rating Forming Part of an Engineering Watch (RFPEW) and Able Seafarer-Engine (AS-E)
3. EPA Universal Ozone Depletion Certificate
4. High Voltage Safety Training (USCG-approved)

##### **Offshore – Day Junior/Utility**

1. MMC National endorsements of QMED-Junior Engineer and QMED-Oiler
2. MMC STCW endorsements of Rating Forming Part of an Engineering Watch (RFPEW) and Able Seafarer-Engine (AS-E)

##### **Offshore – Wiper**

1. MMC National endorsement of Wiper

##### **Shore Mechanic – Fenix Marine Services**

1. Transportation Worker Identification Credential (TWIC)
2. SIU-PD Medical Center Annual Physical “Q” Card
3. Merchant Mariner’s Credential (MMC) with National endorsements of QMED-Electrician/Refrigerating Engineer and QMED-Junior Engineer
4. EPA Universal Ozone Depletion Certificate
5. Driver’s License

##### **Standby Electrician/Reefer**

1. Transportation Worker Identification Credential (TWIC)
2. SIU-PD Medical Center Annual Physical “Q” Card
3. MMC National endorsement of QMED-Electrician/Refrigerating

erating Engineer

4. EPA Universal Ozone Depletion Certificate

#### **Standby Junior Engineer**

1. Transportation Worker Identification Credential (TWIC)

2. SIU-PD Medical Center Annual Physical “Q” Card

3. MMC National endorsement of QMED-Junior Engineer

#### **Standby Wiper**

1. Transportation Worker Identification Credential (TWIC)

2. SIU-PD Medical Center Annual Physical “Q” Card

These qualifications may be amended from time to time by the parties.

#### **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 **October 1, 2020** 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 **October 1, 2020** 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 **October 1, 2020** 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 containerhips as Electrician and/or Refrigerating Engineer shall have preference over registrants with no discharges aboard containerhips 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 requiring him to report the following day 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 re-register 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 cancelled 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 re-register 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 interpret 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 other than the provision that Seniority Classification may be lost in the future if an individual in Class "C" does not attain proficiency in new ratings. 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 begin to 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 observed 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, unless the absence is attributable to Coast Guard suspension on grounds of security, narcotics, theft or similar aggravated matters.

**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 intercoastal 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 with Class "A" Seniority Classification 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 APL 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. In order to facilitate completion of STCW-95 Rating Forming Part of an Engineering Watch (RFPEW) sea service 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 **October 1, 2020**, 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 **October 1, 2020**, 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 **November 1, 2020**, 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 30 days, or one trip, whichever is the longest.

(b) The crew member has not less than 30 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) 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.

(k) When a crew member on a trip off does not pick up the reassignment slip **five days prior to the vessel’s arrival, the created rotary vacancy shall be shipped the following day.**

(l) A crew member on a trip off who does not take the job back can only re-register on the regular shipping list.

(m) The trip off rule shall not apply to vessels on overseas shuttle service.

**DATED: October 1, 2020**

\*Modified by Attachment 2 of the Memorandum of Understanding dated October 1, 2020, between the SIU – Pacific District and APL Marine Services, Ltd.

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# MFOW - APLMS WORK RULES

## MFOW - APLMS WORK RULES UNLICENSED ENGINE DEPARTMENT

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

*(Working Rules — Passenger Vessels and Steam Vessels: Certain provisions contained in these Working Rules relating to passenger vessels and steam vessels have been deleted, since such vessels are no longer in the Employer's fleet. Should any of these type vessels be placed in service, the deleted provisions will again be operative.)*

### **Section 1. Unlicensed Engine Department**

This Section of the Agreement governs only the relations between APL Marine Services, Ltd., 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 assure compliance, it is agreed that any work considered to be the exclusive jurisdiction of the unlicensed engine room 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 Unlicensed Engine Department Personnel on Motor Vessels**

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 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.

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 meet the qualifications required by the Company, as provided in Section 34 of the Shipping Rules, 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.

### **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) Fire, boat and security drills shall be conducted as per USCG requirements.**

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

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) **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

**Unlicensed engine department personnel shall be provided with a rest period of not less than a minimum of 10 hours of rest in any 24-hour period; and 77 hours in any 7-day period. The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the intervals between consecutive periods of rest shall not exceed 14 hours. In order to ensure**

**a continued safe operation of the vessel exceptions may be made provided that the rest period is not less than 70 hours in any 7-day period.**

When the unlicensed engine department personnel work overtime in port 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.

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.

#### Section 7. Reserved

#### Section 8. Making Up Bunks on Freighters

The bunks of the unlicensed engine department ratings, except Wipers, 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.
Lunch	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.

#### Section 10. Meal Relief

(a) The REJ shall relieve the DJU when maneuvering during breakfast, lunch and supper.

(1) The REJ shall receive one hour overtime for the breakfast relief. The breakfast relief period shall be from 7:20 a.m. to 7:50 a.m.

(2) The REJ shall receive one hour overtime for the lunch relief. The lunch relief period shall be from 12:00 p.m. to 12:30 p.m.

(3) The REJ shall receive one hour overtime for the supper relief. The supper relief period shall be from 5:00 p.m. to 5:30 p.m.

(b) 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.

(c) Meal relief shall be provided during breakfast, lunch and supper to personnel bunkering, taking on lube oil or discharging slops in port. The unlicensed engine department rating performing the meal relief shall receive one hour overtime for each such meal relief.

(d) 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.

**Section 11. 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
- 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.

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 (terminal operator) 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 12:00 noon and 3:00 P.M. on Good Friday when in port. 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 October 1, 2020
<b>ELECTRICIAN/REEFER/JUNIOR ENGINEER (ERJ)</b>	
Monthly Wage Rate .....	\$5,777.62
Daily Wage Rate .....	192.59
Hourly Straight Time Rate .....	34.08
Hourly Overtime Rate .....	51.12
Supplemental Wage (Mo. Base) .....	6,253.58
Supplemental Daily Wage Rate .....	118.13

**REEFER/ELECTRICIAN/JUNIOR ENGINEER (REJ)**

Monthly Wage Rate .....	\$5,499.47
Daily Wage Rate .....	183.32
Hourly Straight Time Rate .....	32.48
Hourly Overtime Rate .....	48.72

Supplemental Wage (Mo. Base).....	6,079.96
Supplemental Daily Wage Rate .....	114.85

**DAY JUNIOR ENGINEER/UTILITY (DJU)**

Monthly Wage Rate .....	\$4,992.25
Daily Wage Rate .....	166.41
Hourly Straight Time Rate .....	29.55
Hourly Overtime Rate.....	44.33
Supplemental Wage (Mo. Base).....	5,413.65
Supplemental Daily Wage Rate.....	102.26

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.

**WIPER**

Monthly Wage Rate .....	\$3,374.91
Daily Wage Rate .....	112.50
Hourly Straight Time Rate .....	20.19
Hourly Overtime Rate.....	30.29
Supplemental Wage (Mo. Base).....	3,896.80
Supplemental Daily Wage Rate.....	73.61

**HOURLY RATES**

Dirty Work Rate - Straight Time.....	\$21.16
Dirty Work Rate - Overtime .....	34.90

Cargo Rate - Straight Time.....	\$24.53
Cargo Rate - Overtime.....	40.28

Explosives Rate — Straight Time: General Rules, Section 22(c)

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.

**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 ratings 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) The standby rate of pay, on watch or on day work, shall be as follows:

Rating	Effective October 1, 2020
<b>STANDBY WIPER</b>	
0800-1700 Straight Time Hourly.....	<b>\$34.82</b>
1700-0800 Special Straight Time Hourly .....	<b>38.84</b>
0800-1700 Dirty Work Hourly.....	<b>44.84</b>
1700-0800 Special Dirty Work Hourly .....	<b>49.82</b>
0001-2400 Overtime .....	<b>60.69</b>
<b>STANDBY JUNIOR ENGINEER</b>	
Straight Time Hourly .....	<b>\$36.57</b>
Overtime .....	<b>54.86</b>
<b>STANDBY ELECTRICIAN/REEFER</b>	
Straight Time Hourly .....	<b>\$38.32</b>
Overtime .....	<b>57.48</b>

(b) Standby Wipers shall be dispatched on a flex-time basis and shall receive the straight time or special straight time rate for the first eight hours worked and overtime for all work performed in excess of eight hours in one calendar day (0001-2400).

(c) The hours of work for the Standby Junior Engineer and Standby Electrician/Reefer 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.

(d) For all standby ratings, 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 shall be equivalent of eight hours at the applicable rate.

(e) When Standby Wipers are required to perform work under Section 26, they shall receive the applicable standby dirty work rate listed in (a) above.

(f) Standby personnel shall be provided lunch in the mess

hall in U.S. ports. Standby personnel working after 5:00 p.m. shall be provided supper in the mess hall in U.S. ports.

(g) The daily fringe benefit contribution rates for all ratings shall be as follows:

SIU Pacific District Pension Plan	\$20.00
SIU Pacific District Medical Center	1.00
MFOW Money Purchase Pension Plan	30.00
<b>MFOW Supplemental Pension Plan</b>	<b>4.50</b>
MFOW Welfare Plan	<b>36.47</b>
MFOW Training Plan	0.00
MFOW Joint Employment Committee	5.00

(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 (f) 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 (ERJ, REJ or DJU), a temporary promotion of the Wiper may be made, if the Wiper holds the appropriate national and STCW credentials.

At sea or in port when the Wiper is temporarily promoted to a higher rating for purpose of relieving sick or injured aboard ship, he 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.

When the Company fails to promote or re-rate the Wiper as provided above, the remaining men shall receive a split of the wages of the missing rating.

### **Section 18. Shorthanded**

(a) When an unlicensed engine department rating (ERJ, REJ or DJU) is discharged due to sickness or injury while in the service of the vessel or fails to join the vessel for any reason and the Company is unable to furnish a replacement and the absence reduces the manning scale below the actual requirements, the missing rating's wages shall be divided among the remaining unlicensed engine department ratings.

### **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:

Electrician/Refrigerating Engineer/Junior Engineer (ERJ)

Refrigerating Engineer/Electrician/Junior Engineer (REJ)

Day Junior Engineer/Utility (DJU)

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 deemed 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 barbound 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 have 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, connecting or disconnecting reefer vans 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 are not furnished as provided for above, the men concerned shall be paid \$10 each. When boots are not furnished as provided for above, each of the men concerned shall be paid \$10 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.

(b) Heat-resistant gloves and flip-up, glare-proof safety masks will be furnished to unlicensed engine crew members as required.

(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 Containers**

(1) Boiler suits shall be provided on request to the unlicensed engine crew members who are responsible for hooking up and disconnecting reefer containers. 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 containers 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.

(f) Unlicensed engine department employees shall adhere to the Personal Protective Equipment procedures and matrix in the APL Maritime, Ltd. Safety Management System's Safety Manual.

### **Section 28. Firemen/Watertenders**

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 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.

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.

### **Section 29. Oilers**

(a) Shall assist the Engineers in maintenance work in the engine department; provided, however, he shall not be required to do any cleaning, painting, cleaning paint, polishing work, wire brushing, chipping, or scaling. Their work shall be confined to maintenance and repair work only.

(b) Oilers may be required to assist in taking on water and assist in fueling ship.

### **Section 30. Wiper**

(a) **General Duties:** The Wiper shall do general cleaning, painting and polishing work in the engine department and take on stores, including assisting in fuel oil, lube oil, and slops transfers.

(b) **Taking on Water:** When the vessel is taking water, 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. 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:** The Wiper shall be required to assist in sounding of tanks.

(d) **Helpers:** The Wiper may also be required to work as a helper in doing general maintenance work under the supervision of the Engineers and unlicensed engine department ratings.

When Engineers do burning and welding in areas where it is necessary to move equipment to such areas, the Wiper shall be required to handle cables and hoses and stand by as fire watch.

(e) **Fiddley:** The Wiper shall be required to paint and clean fiddley behind and on top of boiler spaces as part of his 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., the Wiper shall be afforded the opportunity to supervise this work.

(g) **Tank Tops - Bilges:** The Wiper shall be required to wash down fire room and engine room tank tops or clean bilges. 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) **Cleaning Unlicensed Engine Room Quarters:** The Wiper shall be assigned two hours daily to clean (not paint) unlicensed engine 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.

(i) **Painting:** The Wiper may be assigned to paint out the unlicensed engine department crew quarters while at sea. When the Wiper is assigned to paint out such quarters, he 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.

(j) **Painting by Shoregang:** If the Company elects to use a shoregang to paint out unlicensed engine 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.

(k) **Using Spray Guns:** When spray guns are used, two men shall be employed to do such work.

(l) **Painting Licensed Engineers' Quarters:** Such work shall be considered Wiper duties. When such work is performed during overtime hours, he shall receive the overtime rate and shall work through to completion of the job.

(m) **Cleaning Separators:** The Wiper may be assigned to clean separators. The work of cleaning shall include the dismantling and assembling of separators.

(n) **Cleaning Up After Shoregang:** The Wiper may be assigned to clean up debris and replaced parts after shoregang repairs during their regular working hours.

(o) **Maintenance and Repair Work in Cargo Holds:** The Wiper may be assigned to assist in maintenance and repair work or assist with new installations in cargo holds.

(p) **Cleaning Strainers:** Where strainers are on bottom

gratings or floor plates, and not on fire room platform, the Wiper shall be required to clean strainers while on duty.

(q) **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 Wiper.

(r) **Oil Spills:** The Wiper shall clean up oil spills in the engine room and all other engine department spaces as part of his 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, the Wiper shall be assigned to clean up same.

It is understood that others may be assigned to work with the 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 Wiper will be called to clean same.

(s) The Wiper shall be required to do cleaning work in small donkey boiler as part of his regular duties.

(t) **Overtime Rules in Port:** When a vessel is in port as defined in Section 22 and the 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, the 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).

(u) When reefer containers are being loaded or discharged and the Chief Engineer determines that additional assistance is needed, the Wiper may be assigned to assist.

(v) In the event that the licensed engineers are performing work on Saturdays, Sundays and holidays which requires the performance of work within the jurisdiction of the unlicensed engine department, the Wiper shall be assigned to perform the Wiper's work.

### 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/Watertender) 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. Day Junior Engineer/Utility (DJU)**

(a) The primary duties for the DJU shall be Junior Engineer work first and followed by utility work.

(b) At sea and in port, the DJU shall perform maintenance and repair work in the engine department. The DJU may be required to perform up to three hours of Wiper's work per day without the payment of the applicable straight time rate.

(c) The DJU may be required to supervise and direct Wipers in their duties of cleaning, painting or washing paint.

(d) The DJU shall do general maintenance work in the engine department which includes deck machinery, plumbing, domestic facilities and mechanical work in the galley, but no cleaning in these sections.

(e) When needed, the DJU shall assist the ERJ and/or REJ in the maintenance and repair of electrical and/or refrigeration equipment.

(f) When taking on voyage stores, the Day Unlicensed Junior Engineer DJU shall assist Wipers taking on stores.

(g) 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.

(1) 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.

(2) The DJU shall be called for maneuvering one hour before arrival and shall assist the Duty Engineer in preparing the plant for arrival.

(h) The DJU shall make rounds on the main engine, auxiliaries and engineering spaces and report abnormal conditions to the Licensed Engineers.

(i) 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 have customarily been performed by MFOW personnel.

(j) 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.

(k) The DJU shall assist in the work of changing and cleaning fuel oil and lube oil strainers.

(l) The DJU shall assist with the disassembly, cleaning and reassembly of purifiers and separators.

(m) 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.

(n) The DJU shall be responsible for the type of work customarily performed by unlicensed engine department personnel when a vessel arrives or departs a port and the monitoring of these problems.

(o) The work customarily performed by Junior Engineers whenever a piston is pulled (including monitoring and filling oil tanks) shall be performed by the DJU.

(p) The DJU shall assist with taking on fuel, lube oil, potable water and ballast; and shall tend water and take tank soundings.

(q) 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.

(r) If no Wiper is aboard the vessel, 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.

(s) 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.

(t) When required to stand watches, the DJU 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. He may also be required to perform, between the hours of 6:00 a.m. and 6:00 p.m., Mondays through Fridays excluding holidays, maintenance and repair work normally performed by Junior Engineers within the confines of the engine room with the understanding that this work will not interfere with his regular watch duties; provided, however, he shall not be required to perform cleaning work, painting or washing of paint or cleaning of boilers. When standing watches on Saturdays, Sundays and holidays at sea or in port, he shall receive the overtime rate as provided for in this Agreement.

### **Section 33. Refrigerating Engineer/Electrician/Junior Engineer (REJ)**

(a) The primary duties for the REJ shall be Refrigerating Engineer work. In case of major breakdowns or when circumstances warrant the need, the REJ may be assigned electrical work or Junior Engineer work.

(b) The REJ 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. The REJ 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 and all equipment pertaining to refrigeration on the reefer console.

(c) The REJ 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. His work generally shall be proper operation of refrigeration machinery and auxiliaries.

(d) **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 REJ shall work an eight-hour day, 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.

(e) **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, the REJ shall be guaranteed the opportunity to work eight hours of overtime each Saturday, Sunday and holiday, and shall be required to work under the direction of the Chief or First Assistant Engineer, who can assign him to duties as described in subsections (a) or (b) as applicable.

(f) At sea and in port when reefer cargo is aboard, the REJ may be called out at 10:00 p.m., Monday through Friday, Saturdays, Sundays and holidays, to take reefer cargo temperatures and check refrigeration equipment as required and shall receive a two-hour minimum for each such call. When the REJ does not perform these duties, no overtime shall be payable.

(g) When the reefer container equipment is in operation, the REJ shall take temperatures and do any work, including minor repairs, that may be required to maintain such reefer container equipment during regular working hours.

(h) When there are 15 or less reefer containers aboard, the REJ 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 container 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 general maintenance work as provided in Section 32.

(i) With the approval of the Chief or First Assistant Engineer, the REJ is to perform maintenance and repair work on reefer container equipment; if manual assistance is required, the Chief or First Assistant shall assign the Wiper to assist the REJ.

(j) The Company agrees to furnish the REJ with the necessary tools and gauges to service the reefer containers. 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 the REJ as needed.

(k) The REJ shall be directly responsible to the Chief or First Assistant Engineer or, in their absence, to the Senior Watch Engineer aboard.

(l) The REJ shall be called back or called out when reefer containers are loaded. As the reefer containers come aboard, it shall be the responsibility of the REJ to activate the containers as soon after loading as is practicable.

(m) When reefer cargo work is indefinite, after 5 p.m. and before 8 a.m. on weekdays and on Saturdays, Sundays and holidays, the ratings required on standby for such work shall be paid overtime for such standby time until they are released.

(n) The REJ shall remain on duty while reefer containers

are being discharged. In the event reefer containers are not scheduled to be discharged on arrival of vessel, the REJ shall be called back and will be on duty when the reefer containers are being discharged. If the discharge of reefer containers is stopped for more than two hours, the REJ may be knocked off until reefer container discharge is scheduled to resume.

(o) MFOW personnel required for unplugging, plugging in, and standing by for reefer containers:

(1) One man will be utilized during reefer cargo operations (loading and/or discharging) involving one crane in United States ports.

(2) Two men will be utilized during reefer cargo operations (loading and/or discharging) involving two or more cranes in United States ports.

(3) At times other than identified in (2) above, one man will be utilized to plug, unplug or standby for reefer containers. However, two men will be utilized when the workload or a safety consideration requires more than one man.

(4) The ERJ may be required to relieve the REJ during one-man reefer cargo operations due to STCW rest period requirements.

(p) The REJ shall not be required to maintain, adjust or work on reefer containers on the dock while awaiting the loading operation or after the discharge operation.

(q) If the REJ is required to shift cargo from reefer containers so that the machinery or equipment will be accessible, such work shall be performed at the cargo time rate.

(r) When all reefer containers have been discharged, the REJ may be dismissed or assigned other duties in accordance with subsections (a) or (b) above.

(s) When required to transfer portable reefer transformers, two unlicensed engine room personnel shall be utilized to perform this work.

#### **Section 34. Electrician/Refrigerating Engineer/Junior Engineer (ERJ)**

(a) The primary duties for the ERJ shall be electrical work. In case of major breakdowns or when circumstances warrant the need, the ERJ may be assigned Refrigerating Engineer or Junior Engineer work.

(b) The jurisdiction of the ERJ shall be the repairs and maintenance of all electrical and electronic equipment aboard the vessel, except certain electronic equipment, batteries and gyro equipment under the jurisdiction of the Master.

(c) The jurisdiction of the ERJ 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 regulators, 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.

(d) If the ERJ 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.

(e) The ERJ shall do no work other than electrical work and shall not be required to maintain, repair, oil or grease any part of mechanical machinery on board vessel, except the oiling or greasing of the mechanical parts of elevators.

(f) The ERJ's refusal to do electrical work, when such work renders him 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.

(g) When the ERJ re-lamps permanent lighting fixtures in cargo holds two men shall perform this work if practical.

(h) 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.

(i) The ERJ 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 ERJ will not be required to clean up any oil or grease spilled in connection with his regular duties. The ERJ shall be required to maintain the inside of motors, generators, panel boxes, fans and the face of switch panels.

(j) A workroom shall be set aside with the proper tools and equipment for the ERJ to use as a storeroom for electrical supplies and tools and as a workshop to overhaul electrical equipment. The ERJ shall keep the electric shop clean, but shall not be required to paint or souge the electric shop.

(k) In port, when the ERJ 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.

(l) 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 one, if more than one).

Any work performed connecting or disconnecting reefer containers before or after the standby duty shall be considered continuous time. While the ERJ is on duty during maneuvering, he shall not be assigned any other duties.

(m) The ERJ 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.

(n) The ERJ shall not be required to furnish tools. Ships shall furnish the necessary tools for the ERJ.

(o) The ERJ shall keep Megger readings of electrical equipment up to date, during his regular working hours.

(p) The ERJ shall not be required to rewind coils or armatures, except in cases of emergency.

(q) When transiting Canals during overtime hours and power to deck winches is required for handling lines, the ERJ shall receive the two-hour overtime minimum for turning on power and the two-hour overtime minimum for turning off power; however, if the ERJ is required to stand by while transiting during overtime hours, he shall be paid overtime for all such standby time.

(r) The ERJ shall be directly responsible to the Chief Engineer or the First Assistant Engineer when designated by the Chief Engineer.

(s) MFOW personnel required for unplugging, plugging in, and standing by for reefer containers:

(1) One man will be utilized during reefer cargo operations (loading and/or discharging) involving one crane in United States ports.

(2) Two men will be utilized during reefer cargo operations (loading and/or discharging) involving two or more cranes in United States ports.

(3) At times other than identified in (2) above, one man will be utilized to plug, unplug or standby for reefer containers. However, two men will be utilized when the workload or a safety consideration requires more than one man.

(4) The ERJ may be required to relieve the REJ during one-man reefer cargo operations due to STCW rest period requirements.

## **Section 35. Reserved**

### **Section 36. Motor Vessels – General**

(a) Each member of the unlicensed engine department 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, providing STCW rest period rules allow.

(b) Cleaning of Engine Room spaces shall be assigned to MFOW registrants in West Coast ports. Standby rates and rules shall apply.

(c) In the event, APL employs or carries any presently enrolled government, state or federal Maritime Academy cadets, such **cadets** 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.

(d) 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 engine department rating that would normally perform that work.

(e) 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.

(f) When crew vacancies occur during a voyage on any motor vessel overseas, replacements for these vacancies will be immediately dispatched.

(g) The DJU or Wiper 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.

(h) When the ERJ, REJ or DJU perform the following duties, they shall be paid at the applicable straight time rate:

(1) Taking on stores.

(2) General cleaning, painting and polishing work.

(i) Notwithstanding (h) above, the DJU may be required to perform up to three hours of Wiper's work per day without the payment of the applicable straight time rate.

(j) All parties agree to use their best efforts to operate the vessels safely and efficiently to the fullest extent consistent with the protection of MFOW jurisdiction.

### **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, a Standby Junior Engineer, in addition to a Standby Electrician/Refrigerating Engineer, must be dispatched from the local hiring hall for this purpose.

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 Electrician/Refrigerating Engineer 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 REJ shall remain aboard the vessel or the Company shall employ a Standby Electrician/Refrigerating Engineer from the hall.

#### **(c) Vessel in Idle Status and Domestic Reefer Plant Only in Operation**

In situations described in heading above, the REJ shall remain aboard the vessel or the Company shall employ a Standby Electrician/Refrigerating Engineer from the hall.

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 shall 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 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) 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.

(c) 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 of 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.

(d) 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 the 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 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 agreed that contributions to the MFOW Welfare Plan by the Contributing Employers shall always be sufficient to maintain a three-month reserve in the regular account, Special Account No. 1 and the Public Health Replacement Program account. With respect to each account, the required reserve for calendar 1994 shall equal one-quarter of the total benefits, net insurance premiums and administrative expenses paid from such account during the 12-month period ending September 30, 1993. If, at the end of calendar 1993 any reserve

is inadequate, an additional manday contribution shall be paid by all Contributing Employers during calendar 1994. The additional manday contribution shall equal the aggregate reserve deficiency divided by the anticipated total mandays for all Contributing Employers for calendar 1994. The required reserve and any additional manday contribution with respect to subsequent calendar years during the term of the Agreement shall be determined in a similar manner. The Plan consultants shall develop procedures to assure implementation of these provisions.

(j) Notwithstanding any of the foregoing provisions of this Section 39, effective October 1, 2005, the Company shall pay into the Welfare Funds a defined contribution for all mandays of covered employment as set forth in the respective Departmental Work Rules, Maintenance Agreements and Memorandum of Understanding.

**(k) Effective October 1, 2020, and on each subsequent October 1st anniversary date of this Agreement, the contribution rate to the MFOW Welfare Plan for all mandays of covered employment set forth in these Work Rules shall be increased by the percentage increase in the medical care services component of the Consumer Price Index (United States City Average for Urban Wage Earners and Clerical Workers), or its agreed upon successor, during the most recent previous twelve-month period for which such index has been calculated by the Bureau of Labor Statistics of the U.S. Department of Labor.**

**Dated: October 1, 2020**

\*Modified by Attachment 2 of the Memorandum of Understanding dated October 1, 2020, between the SIU – Pacific District and APL Marine Services, Ltd.

# MILLER AWARD

## MILLER AWARD FOR ELECTRICIANS EXCERPTS FROM MILLER AWARD OF MARCH 15, 1959

### EXAMPLES OF ELECTRICIANS - OVERTIME COMPUTATIONS

WEEKDAY CARGO WORKING SITUATIONS	OVERTIME COMPUTATIONS
1. Cargo work ceases 5:00 P.M. for Day Gangs and Night Gangs commence at 7:00 P.M. - Electrician receives during break:	1/2 hr. (5 to 5:30 P.M.) 1 hr. (6 to 7:00 P.M.)
2. Cargo work ceases 5:00 P.M. for Day Gangs and Night Gangs commence at 6:00 P.M. - Electrician receives during break:	1 hr. (5 to 6:00 P.M.)
3. Cargo work ceases 5:00 P.M. for Day Gangs and Night Gangs commence at 8:00 P.M. for balance of night - Electrician receives during break:	1/2 hr. (5 to 5:30 P.M.) 1 hr. (7 to 8:00 P.M.)
4. Cargo work ceases 6:00 P.M. for Day Gangs and Night Gangs commence at 7:00 P.M. for balance of night - Electrician receives during break:	Continuous Time (Break of 2 hrs. or less during O.T.)
5. Cargo work ceases 6:00 P.M. for Day Gangs and Night Gangs commence at 8:00 P.M. for balance of night - Electrician receives during break:	Continuous Time (Break of 2 hrs. or less during O.T.)
6. Cargo work ceases 6:00 P.M. for Day Gangs and Night Gangs commence at 9:00 P.M. for balance of night - Electrician receives during break:	1/2 hr. (6 to 6:30 P.M.) 1 hr. (8 to 9:00 P.M.)
7. Cargo work ceases at 12 Midnight and Day Gangs commence at 8:00 A.M. - Electrician receives during break:	1/2 hr. (12 to 12:30 A.M.) 1 hr. (7 to 8:00 A.M.)
8. Cargo work ceases at 5:00 A.M. and Day Gangs commence at 8:00 A.M. - Electrician receives during break:	1/2 hr. (5 to 5:30 A.M.) 1 hr. (7 to 8:00 A.M.)
9. Cargo work ceases at 6:00 A.M. and Day Gangs commence at 8:00 A.M. - Electrician receives during break:	1/2 hr (6 to 6:30 A.M.) 1 hr. (7 to 8:00 A.M.)
10. Cargo work ceases at 7:00 A.M. and Day Gangs commence at 8:00 A.M. - Electrician receives during break:	1 hr. (7 to 8:00 A.M.)
11. Cargo work ceases 5:00 P.M. - No further night work scheduled - Electrician turns power off commencing at 5:00 P.M. and receives:	2 hrs. (Minimum) when Electrician actually works beyond 5:00 P.M turning off power.

### WEEKDAY CARGO WORKING SITUATIONS

12. Cargo work ceases 5:30 P.M. - No further night work scheduled - Electrician turns power off commencing at 5:30 P.M. and receives:

13. Cargo not worked during the night - Day Gangs start working cargo at 8:00 A.M. - Electrician turns to prior to 8:00 A.M. to turn power on and receives:

14. Cargo works ceases 7:00 P.M. - No further night work scheduled - Electrician turns power off commencing at 7:00 P.M. and receives:

15. Cargo worked ceases 7:30 P.M. - No further night work scheduled - Electrician turns power off commencing at 7:30 P.M. and receives:

16. In port Sailors cleaning holds and using cargo gear until 5:00 P.M. - Night Gangs commence working cargo at 7:00 P.M. - Electrician receives during break:

17. Cargo work commences at 10:00 P.M. and ceases at 1:00 A.M. - No further cargo work scheduled - Electrician turns power off commencing at 1:00 A.M. and receives:

18. Cargo worked from 5:00 P.M. straight through until 3:00 A.M. and then again from 6:00 A.M. to 8:00 A.M. During the period 3:00 A.M. to 6:00 A.M. cargo operations were temporarily halted due to rain, awaiting lighters, awaiting cargo, mechanical failure, etc. During the period from 3:00 A.M. to 6:00 A.M. the Electrician receives:

### SATURDAY, SUNDAY & HOLIDAY CARGO WORKING SITUATIONS

1. Cargo worked on Saturday from 12:00 Noon until 12:00 Midnight. Electrician turns power off from Midnight to 12:30 A.M. Sunday. For period 12:00 Noon Saturday until 12:30 A.M. Sunday the Electrician receives:

2. Cargo worked on Saturday from 12:00 Noon until 2:00 A.M. Sunday. Electrician turns power off from 2:00 A.M. to 2:30 A.M. For period 12:00 Noon Saturday until 2:30 A.M. Sunday the Electrician receives:

### OVERTIME COMPUTATIONS

2 hrs. (Minimum)

2 hrs. (Minimum)

2-1/2 hrs. (5 to 7:30 P.M.)

4 hrs. (Minimum). Sec. 4(b) of rules for "Electricians on Freighters" should, but Sec. 3 of "Electricians, General Working Rules — All Vessels" should not, be applied in this situation.

1/2 hr. (5 to 5:30 P.M.)  
1 hr. (6 to 7:00 P.M.)

4 hrs. (Min. after 7 P.M.)  
2 hrs. (Min. after 12 Mid.)

(1) When stevedores stand by, Electrician stands by and is paid straight through, or

(2) When stevedores released, Electrician receives 1/2 hr. for power off and 1 hr. for power on.

### OVERTIME COMPUTATIONS

12-1/2 hrs.  
(12 to 12:30 A.M.)

12 hrs. for cargo work from 12:00 Noon to 12:00 Midnight on Saturday; and 4 hours (Minimum) for cargo work and turning off power between 12:00 Midnight and 2:30 A.M. on Sunday.

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# MFWO - APLMS MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT  
between  
APL MARINE SERVICES, LTD.  
and  
MARINE FIREMEN'S UNION

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

## Section 1. Scope and Coverage

**1.1** This Agreement entered into between the Marine Firemen's Union (hereinafter referred to as the "Union"), and APL Marine Services, Ltd. (hereinafter referred to as the "Employer") shall govern wages, hours and conditions of employment of maintenance men covered by this Agreement at the **Fenix Marine Services (FMS)** terminal in the Port of Los Angeles.

The terms and conditions under which the maintenance men shall work are included herein.

### 1.2 Scope of this Agreement

This contract document (hereinafter referred to as the "Agreement") shall apply to the maintenance and repair of refrigerated container refrigeration units, plugging and unplugging reefer units, monitoring temperatures of reefer units and ascertaining proper operation of same; the maintenance and repair of generator sets and the mounting and dismounting to and from chassis, and chassis servicing (see Appendix V).

### 1.3 Alternate Facilities

In the event the Employer establishes any other facility in the Los Angeles and Long Beach Harbor Area to perform work covered by this Agreement in a location as a substitute for, or supplement to, the existing **FMS** facility, the terms of this Agreement shall be applicable to the work performed at such substitute or supplemental facility.

### 1.4 Employer Ceases Operations at FMS

In the event the Employer ceases operations at **FMS**, which results in termination of the employees covered under this Agreement, the Employer and the Union agree to meet within a reasonable time to discuss the impact of such closure.

(a) The Employer shall notify the Union of the proposed termination date at least sixty (60) days prior to the actual termination date.

(b) If the Employer subsequently resumes operation of a marine terminal in the Los Angeles and Long Beach Harbor Area, the Union shall be recognized as the exclusive representative for the purpose of collective bargaining of all employees at such terminal who perform maintenance and repair work of the type currently being performed at **FMS** within the Union's jurisdiction under the Agreement.

### 1.5 Terminal Operations in the San Francisco Bay Area

If the Employer resumes operation of a marine terminal in the San Francisco Bay Area, the Union shall be recognized

as the exclusive representative for the purpose of collective bargaining of all employees at such terminal who perform maintenance and repair work of the type previously performed in the San Francisco Bay Area within the Union's jurisdiction.

### 1.6 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 be required to have the following:

(a) Merchant Mariner's Credential endorsed with Junior Engineer and Electrician/Refrigerating Engineer.

(b) Transportation Worker Identification Credential (TWIC)

(c) Driver's License

(d) EPA Type II or Universal Technician Certificate

At time of dispatch, a registrant who produces ninety (90) days of vessel discharges on any contracted MFWO 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 MFWO contracted vessel during the twelve (12) calendar months preceding the employment start date.

The Employer shall have the right to reject any man dispatched that it does not consider qualified.

Rotating employees, who have been employed with an Employer 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 competent and qualified employee is available.

### 1.7 Union Security

Every employee who, on **October 1, 2020**, 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 **October 1, 2020**, 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 **November 1, 2020** — 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 Department 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.

Maintenance gang members not needed for operational needs shall be offered the opportunity for time off to attend union meetings.

### **1.8 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.

### **1.9 Definition of Work**

Maintenance men shall continue to work under the direction of shoreside management in the same manner and subject to the same policies as in effect at the time of execution of this Agreement. The work assignments shall be as detailed below:

- (a) All maintenance and repair of the reefer container refrigeration units;
- (b) servicing chassis (see Appendix V);
- (c) plugging and unplugging reefer units, monitoring temperatures and generally ascertaining that reefer units are operating properly;
- (d) maintenance and repair of generator sets and the mounting and dismounting to and from chassis; and
- (e) pre-trip inspections of reefer containers and motor-generator sets, as directed.

The work detailed in Items (a) through (e) above of this Agreement shall continue to be the jurisdiction of the Marine Firemen's Union. No changes in the jurisdiction of the Union shall be effective without prior consent of the Union.

There shall be no subcontracting of any work under the Agreement that has customarily been performed by employees under this Agreement. This shall not preclude continuation of subcontracting of major repairs — when the work is beyond the facilities or expertise of the maintenance men to perform — in the same manner as such subcontracting has existed in the past.

Maintenance men may be assigned other work ashore under the jurisdiction of the Union at times when there is insufficient work as described in Items (a) through (e) above.

The provisions above do not preclude the Employers' right to employ outside contractors for equipment maintenance and repairs as required.

## **Section 2. Manning**

### **2.1 Gang Structure**

The Union's Maintenance Gang shall consist of both non-rotating and rotating members.

### **2.2 FMS**

The Employer shall maintain a workforce under this Agreement of not less than twenty-two (22) employees at **FMS**. This workforce shall consist of no less than one (1) non-rotating Working Foreman, six (6) non-rotating Mechanics (which includes Working Leadermen) and fifteen (15) rotating Mechanics.

### **2.3 Working Foreman**

There shall be one (1) Working Foreman on Day Shift. The Working Foreman job is non-rotating. He shall work under direct administration of an Employer-selected individual. It will be the Working Foreman's responsibility to make work assignments within the Gang, as required, and to comply with other duties as outlined in his job description listed in Appendix I.

### **2.4 Working Leaderman**

There shall be one (1) Working Leaderman on all shifts. The Working Leaderman shall work under the direction of the Foreman. The Working Leaderman position shall be that of a non-rotating Mechanic. It will be the responsibility of the Working Leaderman to assign work to the Mechanics, as required, and to comply with other duties as outlined in his job description in Appendix II.

### **2.5 Replacement of Foreman or Leaderman**

In the event a Working Foreman or Working Leaderman job is filled, the replacement will be mutually selected by the Employer and the Union. If there is no satisfactory replacement within the Gang, the Union will provide a man acceptable to the Employer.

The man selected as Foreman or Leaderman shall serve a ninety-day probationary period before becoming permanent in the position of Foreman or Leaderman.

### **2.6 Manning Reduction**

The workforce numbers specified in subsection 2.2 are predicated on the current workload. If the workload at **FMS** decreases because of reduced reefer cargo volume, the Employer shall have the right to reduce the number of employees at that location commensurate with the work reduction, notwithstanding subsections 2.2, except that the Union shall be notified and evidenced prior to any reduction.

### **2.7 Unable to Report to Work**

Any employee who is unable to report to work as scheduled shall so inform the Employer at least two (2) hours prior to his scheduled reporting time. The Employer may then call the Union and request a replacement. The Union shall make a good faith effort to dispatch a qualified replacement to the terminal for the scheduled reporting time.

## **Section 3. Hours of Work**

### **3.1 Day Shift**

The basic or regular workday shall be from 0800-1700 hours. Straight-time rate shall be paid during these hours.

First (Day) Shift Work Schedules

0800 - 1200

1300 - 1700

**3.2 Swing Shift and Third Shift**

The swing shift shall be from 1600-0100 hours.  
 Second (Swing) Shift Work Schedules  
 1600 - 2000  
 2100 - 0100  
 Third Shift Work Schedules  
 2400 - 0400  
 0500 - 0900

3.3 All work performed in advance of an employee’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. The Employer agrees that weekend work schedules, if any, will be posted by 1600 Thursday. It is recognized that, during the afternoon of the last work day of the week, there might be circumstances arising which would make it necessary to amend the 1600 Thursday work schedule as posted. Any such adjustment must be made and posted prior to 1600 Friday.

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 with the following provisions.

FMS: One Working Leaderman and three (3) or more Mechanics shall be assigned to the Third Shift.

The Leaderman and up to three (3) Mechanics positions in the Third Shift shall be filled from the current manning level.

**3.9 Consolidation**

The Employer shall have the right to consolidate the Third Shift into the Second Shift on weekends when desired. Notice of this consolidation shall be given on Friday afternoon when the weekend workload can be determined. If the Third Shift is consolidated to the Second Shift, the Third Shift Leaderman will become a Mechanic on the Second Shift.

**3.10 Discontinuance of Third Shift**

The Employer shall have the right to discontinue the Third Shift if the workload decreases.

**Section 4. Wages**

**4.1 Shift Differentials**

Swing Shift: Straight-time plus 10%.  
 Third Shift: Swing Shift Straight-time plus one dollar (\$1.00)

**4.2 Maintenance Agreement Wages (effective October 1, 2020)**

1st Shift	ST	OT	Weekly
Mechanic	\$41.43	\$62.15	\$1,657.20
Leaderman	\$44.50	\$66.75	\$1,780.00
Foreman	\$49.16	\$73.74	\$1,966.40

2nd Shift	ST	OT	Weekly
Mechanic	\$45.57	\$68.36	\$1,822.80
Leaderman	\$48.87	\$73.31	\$1,954.80

  

3rd Shift	ST	OT	Weekly
Mechanic	\$46.57	\$69.86	\$1,862.80
Leaderman	\$49.87	\$74.81	\$1,994.80

Rate Calculation:

The 2nd shift rate for the Mechanic and Foreman is calculated by multiplying 1.10 x the 1st shift rate and rounding to the nearest whole cent.

The Leaderman rate is 1.0725 x the swing shift Mechanic’s rate.

The overtime rate is 1.5 x the straight-time rate, and the weekly rate is 40 x the straight-time rate, each rounded to the nearest whole cent.

**4.3 Wage Increases**

(a) **Effective October 1, 2020, wages and wage-related items shall be increased by three percent (3.0%). Effective October 1, 2021, wages and wage-related items shall be increased by one and one-quarter percent (1.25%).**

The Union shall have the right to allocate such increase in the form of wages and/or among the various benefit plans.

**Section 5. Work Rules**

**5.1 Work Rules**

Maintenance Gang personnel will work as directed and shall perform any repair and maintenance work designated by the Employer as specified within its jurisdiction.

**5.2 Right to Discharge**

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 Employer 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.

At FMS, the Employer shall provide a sheltered area to work under for maintenance and repair of portable generator sets.

**5.4 Lunch**

Each employee shall be entitled to a one-hour lunch.

**5.5 Breaks**

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 Wash-Up Time**

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.

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.

#### 5.7 Shift Manning

The Employer reserves the right to determine the number of employees to be employed on a shift, and shift assignments shall be determined by the Foreman.

#### 5.8 Tools

Each Maintenance Gang Mechanic shall be issued a tool box with all required tools needed to perform his duties at the time of his reporting for work.

(a) For those rotating members of the Maintenance Gang, upon completing their tour, they will turn in the tool box and tools issued to them.

(b) While in the employ of the Employer, the Gang member shall be fully responsible for the tools issued to him. Upon turning in a broken tool, it shall be replaced. Those tools lost due to negligence will be replaced by the man responsible.

#### 5.9 Coveralls

The Employer agrees to pay the full cost of providing the rental and laundry of coveralls for each employee covered by this Agreement; such cost shall not exceed five changes per week.

### 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 Employer 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 Employer 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 Employer-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 the parties, including the Agreement entered into between APL and the MFU in settlement of a controversy relating to the respective jurisdictions of work assignments applicable to employees represented by the Marine Firemen and employees represented by the ILWU at Middle Harbor Terminal in Oakland, California.

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

7.1 The Employer will provide safe gear and safe working

conditions by conforming to the rules established under the California Occupational Safety and Health Act (OSHA). Such gear will include suitable rain gear and rain boots.

7.2 No work shall be done on the reefer container machinery while the containers are being washed down.

7.3 When reefer machinery is being worked on in areas exposed to the elements (rain, excessive heat, etc.), a shelter shall be placed over and around the machinery end of the containers.

7.4 Suitable protective gloves shall be provided for plugging and unplugging.

### **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 Agreement shall be covered by the same medical and dental program as provided for MFOW active seamen under the Offshore Agreement.

**Effective October 1, 2020, and on each subsequent October 1st anniversary date of this Amended Maintenance Agreement, the rates of contribution to the MFOW Welfare Plan set forth above shall be increased by the percentage increase in the medical care services component of the Consumer Price Index (United States City Average for Urban Wage Earners and Clerical Workers), or its agreed upon successor, during the most recent previous twelve month period for which such index has been calculated by the Bureau of Labor Statistics of the U.S. Department of Labor.**

### **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 Effective **October 1, 2020**, 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 fifty 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 The following shall be recognized as holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day (formerly Washington's Birthday), Memorial Day, Independence Day, Labor Day, Veterans' Day, Columbus Day, Thanksgiving Day, Christmas Day and Employee Birthdays. 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 Holidays falling on Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday, except that additional holidays for longshoremen or clerical staff shall be observed in accordance with local custom and practice.

### **Section 13. Vacations and Supplemental Wages**

13.1 All employees covered by this Agreement shall be entitled to four weeks' vacation for each twelve months of service and supplemental wages shall be paid thirty-seven (37) days' base pay for each twelve months of service.

13.2 The ordering of replacements for men on vacation shall be based upon the workload.

13.3 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 State of California, and five days' funeral leave if the funeral is held outside the State of California at the rate of eight straight-time hours per working day lost.

This section is applicable to steady and one-year employees.

### 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 Employer 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 rate allowed by IRS regulations.

### Section 20. Supplemental UCIDI Benefits

The Employer signatory to this Agreement agrees to furnish a supplemental benefit, which will bring total weekly UCIDI benefits to \$336.00 per week to run concurrently with UCIDI benefits and not to exceed 39 weeks. Eligibility requirements for supplemental benefits shall be identical to the eligibility requirements of UCIDI 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 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	September 30, 2015	27.00
October 1, 2015		30.00

#### 21.2 Training

The Employer and Union agree to the contribution rate of \$3.00 per manday made to the training fund of the Union.

Mechanics employed under this Agreement who are directed by the Employer required to attend training to keep up with new technology associated with reefer container equipment, shall be allowed time off from work with pay to attend such training.

### Section 22. Effective Date and Duration of Agreement

The term of this Agreement shall be from **October 1, 2020**, through and including **September 30, 2022**. 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.

**Section 23. Letters of Understanding**

Letters of understanding or clarification concerning prior Maintenance Agreements shall continue to be in effect during the term of this Agreement, provided they are not in conflict with the terms of this Agreement.

**Dated: October 1, 2020**

\*Modified by Attachment 2 of the Memorandum of Understanding dated October 1, 2020, between the SIU–Pacific District and APL Marine Services, Ltd.

**APPENDIX I  
JOB DESCRIPTION**

Job Title: Working Foreman  
Reports to: M&R Supervisor  
Qualifications: Proven technical ability in reefer unit repair and/or generator set repair with the ability to instruct and supervise others in the same.

- Duties and Responsibilities:
1. Supervise and assist Mechanics with all assigned work.
  2. Keep management advised of manpower needs for vacation relief replacements.
  3. Maintain production standards.
  4. See that Company policies are carried out that are not in conflict with the Union Agreement.
  5. See that organization and cleanliness is maintained within his area of responsibility.
  6. Expedite pay sheets, repair orders and required reports.
  7. Perform work as directed by management in keeping with the bargaining unit Agreement.

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**APPENDIX II  
JOB DESCRIPTION**

Job Title: Working Leadman  
Reports to: Working Foreman  
Qualifications: Experienced Mechanic with a demonstrated take-charge ability to supervise and instruct Mechanics in their minute-to-minute work. Must be a hands-on Supervisor.

- Duties and Responsibilities:
1. Assist Shop Foreman in maintaining production standards.
  2. Aid Mechanics with problem jobs.
  3. See that Mechanics are supplied with the necessary tools and parts.
  4. Assist Shop Foreman in gathering information for required reports.
  5. See that shops and work areas are kept in good order.
  6. Replace absent Mechanics during shift, so that work flow is maintained.

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**APPENDIX III  
MINUTES OF JOINT MEETING  
BETWEEN THE MFU AND APL  
OCTOBER 8, 1980**

A meeting was held at 10:00 a.m., October 8, 1980 in the Conference Room of Middle Harbor Terminal, Oakland, California among the following:

**For American President Lines**  
Captain Frank K. Riley  
Mr. L.M. Peachey  
Mr. G. Ashton  
Mr. J.M. Ardron

## For Marine Firemen's Union

Mr. B.C. Shoup

Mr. R. Iwata

Mr. Valentine Loayza

The following points were concurred in:

1. American President Lines has the right to determine whether or not reefer vans kept on the terminal on weekends and holidays require monitoring attendance.

2. A very definite agreement was reached that any requisite monitoring would be done by the MFU Shore Gang and that, under no circumstances, would the Company permit or assign this work to be done by any other working group. This includes watchmen or anyone in the terminal managerial group.

3. When any member of the Marine Firemen's Union is called back on a weekend or a holiday to monitor or correct any malfunction of a van, a 4-hour minimum will be paid. However, if the man called back is satisfied the box is working properly, he may then leave the terminal without completely working his 4-hour minimum.

4. If a man is called back for an 8-hour watch on a weekend or a holiday to monitor, he also can be assigned and perform repair work, as required, during his 8-hour assignment.

5. It was agreed that weekend work schedules, if any, would be posted no later than 12:00 p.m. on the last work day of the week (usually Friday). It was recognized that, during the afternoon of the last work day of the week, there might be circumstances arising which would make it necessary to amend the 11:00 p.m. work schedule as posted.

/s/ L.M. Peachey

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## APPENDIX IV MIDDLE HARBOR TERMINALS FACILITY JURISDICTIONAL AGREEMENT

This Agreement is entered into this 1st December, 1978, by and between American President Lines, Ltd. (hereinafter "APL"), Marine Firemen's Union (hereinafter "MFU"), International Longshoremen's and Warehousemen's Union and its Local 10 (hereinafter "ILWU"), and Sailors Union of the Pacific (hereinafter "SUP").

1. The purpose of this Agreement is to resolve conflicting jurisdictional claims — past, present and future — by the union parties hereto as to the assignment by APL of maintenance and repair work, as defined below on containers, chassis, refrigerator container units and generator sets at its Middle Harbor Terminal facility, or at any other facility in the San Francisco Bay Area to which APL relocates its M&R work on containers, chassis, and/or refrigerator container units. This Agreement applies only to the work described herein and is designed to establish guidelines and procedures to be recognized and followed with respect to the assignment of such work at such facilities. This Agreement is not intended to add to, or detract from, the rights or obligations of APL or any of the union parties hereto under their respective collective bargaining arrangements which are not in conflict with this Agreement.

2. In accordance with past practice, except as otherwise

provided herein, the MFU shall have the assignment of work as follows:

(a) the performance of electrical and mechanical maintenance and repair on refrigerator container units and generator sets, including but not limited to ancillary electrical, electronic, thermostatic, and cooling systems, equipment and components; and the plugging, unplugging and monitoring of refrigerator container units;

(b) the performance of equipment inspections (other than gate inspections) incident to the maintenance and repair of refrigerator container units;

(c) the mounting and dismounting of generator sets on refrigerator containers.

3. In accordance with the past practice, except as otherwise provided herein, ILWU shall have the assignments of work as follows:

(a) the performance of maintenance and repair on container structures as previously performed by ILWU mechanics for Seatrain at MHT;

(b) the performance of maintenance and repair on chassis as previously performed for APL by MFU mechanics at APL's Third and Filbert facility, and by ILWU mechanics for Seatrain at MHT;

(c) the performance of gate inspections and yard inspections of containers;

(d) maintenance and servicing all container handling equipment under APL's control, including hustler, lift jitneys, etc.; and

(e) all positioning of containers, chassis, and related equipment within MHT.

4. In accordance with past practice, except as otherwise provided, SUP shall have the assignments of work as follows:

(a) the performance of steam cleaning work on chassis and refrigerator containers; and

(b) the maintenance and repair of vessel lashing gear.

5. In the event any shipping company, including Seatrain, or its successor, utilizes APL to perform maintenance and repair work on its containers, refrigerator container units, or chassis at its Middle Harbor Terminal facility, any such work shall be within the jurisdiction of ILWU, MFU and SUP, respectively, in accordance with the terms of paragraphs 2, 3 and 4.

6. To the extent, if any, any shipping company operating at MHT, other than Seatrain, or its successor, has a prior collective bargaining agreement with MFU, SUP or ILWU, or any of them, applicable to such work and the union's members are performing such work, the jurisdiction established by such agreement shall prevail over the terms of paragraph 5 for such company.

7. MFU, ILWU, and SUP, and each of them agree not to organize or represent, or seek to organize or represent, or otherwise to finance or engage in organizational or representational activities, with respect to employees performing work at APL's Middle Harbor Terminal facility which is within the jurisdiction as herein defined of any other union party to this Agreement, or to claim or assert jurisdiction over any such work.

8. The parties will cooperate fully with each other to implement and maintain the provisions of this Agreement, and

to resolve promptly and amicably any difficulties or disputes which may arise in their implementation or operation. Work shall be continued in accordance with the employer's assignment pending resolution of the dispute. There shall be no work stoppage or interruption of APL's operations because of a dispute over the interpretation, application or enforcement of this agreement. Any such dispute which is not resolved within five (5) working days shall be submitted to Sam Kagel, or, in the event of his absence or unavailability, to John Kagel, as permanent arbitrator. (In the event both Sam Kagel and John Kagel are unavailable, the arbitrator shall be appointed by the American Arbitration Association (AAA) as soon as practicable from a panel of experienced labor arbitrators (i.e., arbitrators who have had at least 50 labor-management arbitrations) in accordance with the procedure set forth in Rule 12 of the AAA Voluntary Labor Arbitration Rules (a copy of which is attached hereto marked Exhibit A). In the event of a failure by any party to pay a fee charged by the AAA, the fee may be paid by any other party so the arbitration may proceed, and said fee shall be ordered to be reimbursed as part of the arbitrator's award. In providing for appointment of the arbitrator by the AAA, the parties do not intend to adopt any of the AAA Voluntary Labor Arbitration Rules other than said Rule 12. All parties involved in this dispute are to participate in the arbitration and equally share the cost thereof. The dispute shall be heard and decided as soon as practicable, but in no event more than thirty (30) days from the date the arbitrator is notified of the dispute. Where there is no language directly covering the matter in dispute, the arbitrator's decision is to be based upon the principles of this Agreement. The arbitrator shall have the power to define the issues to be arbitrated and to give equitable and injunctive relief (including cease and desist orders, and back pay relief limited to five days prior to the filing of the grievance) and, in the event any cease and desist order is not promptly and fully complied with, to award damages for breach of this Agreement; provided that by granting the arbitrator the power to define the issues to be arbitrated it is not the intention to expand the scope of what is arbitratable under this Agreement. The decision of the arbitrator shall be final and binding.

9. The parties hereto will promptly take all steps necessary through their counsel to have the NLRB Section 10(k) proceedings and Section 8(b)(4)(D) charges relating thereto dismissed. In the event that the NLRB, for any reason, does not award the work in accordance with the terms of this Agreement or dismiss the pending Section 10(k) and Section 8(b)(4)(D) proceedings, APL will submit an affidavit, or other evidence as required, to the effect that notwithstanding any prior evidence APL's assignment of the disputed work will be in accordance with the terms of this Agreement.

10. In the event any of the labor union parties hereto merges with, or becomes a part of, another labor union, this Agreement shall apply fully to such other labor union.

11. This Agreement shall remain in full force and effect until September 30, 1988, and thereafter for successive periods of five years unless a party hereto serves on every other party written notice of its desire to modify or terminate this Agreement not less than 60 or more than 90 days prior to September 30, 1988

or the end of any subsequent five-year period, whichever is applicable. In the event such notice is duly given, this Agreement shall terminate and shall be of no further force or effect as of October 1 of the year such notice was given. Notwithstanding any other provision, this Agreement shall be deemed of no further force or effect in the event, and for so long as, APL no longer has container M&R operations performed in the San Francisco Bay Area.

AMERICAN PRESIDENT LINES, LTD.

By: Allan T. Larson  
Director of Labor Relations

MARINE FIREMEN'S UNION

By: Henry Disley  
President

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION

By: James Herman  
President

LOCAL 10, INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION

By: Larry Wing  
President

SAILORS' UNION OF THE PACIFIC

By: Paul Dempster  
President

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#### APPENDIX V (San Pedro)

The following items shall be considered minor chassis work as performed by the MFOW Shoregang personnel at the APL San Pedro facility:

- (a) mounting new license plates and registration slips on the chassis;
- (b) checking brakes and air lines to brakes;
- (c) making necessary brake adjustments;
- (d) checking wheel oil hubs and maintaining oil at proper level;
- (e) checking out lighting circuit, repairing faulty lights, replacing missing lights, missing lenses, reflectors and lamps;
- (f) checking "STOP" and "Turning Signal" lights;
- (g) checking spring brake pods and replacing springs and diaphragms, if necessary;
- (h) greasing all mechanical brake linkage and brake slack adjusters; and
- (i) replacing and repairing mud flaps.

When it is necessary to perform electrical circuitry and light repairs in conjunction with a major chassis repair, it will not be deemed a violation of the above work assignments.