



## MARAD designates new marine highway routes

Last month while in Alaska, U.S. Transportation Secretary Pete Buttigieg announced the designation of two new Marine Highway Routes, as part of the United States Marine Highway Program (MHP). The newly designated M-11 and the M-79 routes will help speed up the movement of goods, strengthen supply chains, and support local economies in Alaska, Pennsylvania and West Virginia. These designations allow any eligible applicant on these routes to apply for future U.S. Marine Highway Program grants.

The MHP supports the increased use of America's navigable waterways to relieve landside congestion, provide new and efficient transportation options, and increase the productivity of the surface transportation system. By working closely with public and private organizations, the MHP helps create and sustain American jobs in U.S. ports, shipyards, and aboard vessels while also improving the nation's supply chains

Since its inception in 2010, the MHP has designated 31 Marine Highway Routes. A Marine Highway Route is a navigable waterway, capable of transporting freight, located in the United States or its territories. The two new Marine Highway Routes are:

M-11 Marine Highway Route (Alaska) — The Alaska Department of Transportation and Public Facilities is the sponsor of the M-11 route. This expan-

sive waterway will add over 6,500 miles to the marine highway system with the inclusion of the coastal and river ports in southwestern and northern Alaska from the Aleutian Islands to the Canadian border. The waterways of the Bering Sea, Bristol Bay, the Arctic Ocean, and the Yukon-Kuskokwim River Delta have been waterborne transportation hubs for centuries. Many communities in this area depend on a system of ports, rivers, barge landings, and airports for the movement of goods and passengers. The M-11 Route will enhance transportation in these communities and will provide a greater range of waterborne transportation choices.

M-79 Marine Highway Route (Pennsylvania and West Virginia) - The M-79 route designation is co-sponsored by the Port of Pittsburgh and the Morgantown Monongalia Metropolitan Planning Organization. The M-79 route extends the reach of the Ohio River system by nearly 250 miles, adding the easternmost tributary rivers. Local business interests in the region, including river terminals and operators, are looking to waterborne transportation as a reliable and cost-effective alternative to other forms of surface transportation. The M-79 will serve as an incentive for increased operations, infrastructure investments, and freight movement, especially for new commodities that will move on the water in the future.



Patriot Contract Services was recently awarded a contract to operate and maintain the USNS Seay and USNS Pililaau, two Military Sealift Command Bob Hope-class LMSR vessels.

## West Coast dockworkers ratify new contract

Longshoremen have ratified a six-year contract that improved pay and benefits for 22,000 employees at 29 ports stretching from California to Washington State. The International Longshore and Warehouse Union (ILWU) made the announcement on August 31.

Members of the ILWU voted 75 percent in favor of approving the West Coast port worker agreement that will expire on July 1, 2028. The deal, which is retroactive to July 1, 2022, includes a 32 percent pay increase over the span of the contract as well as a one-time bonus for working through the early days of the COVID pandemic.

Longshore workers covered by the agreement are based at some of the nation's busiest seaports, including Los Angeles/Long Beach, the busiest ocean trade gateway in the U.S. The union and the Pacific Maritime Association employer group reached a tentative deal in June. That ended 13 months of talks and eased worries that related West Coast port disruptions could hit the all-important retail holiday season.

"The negotiations for this contract

were protracted and challenging," ILWU International President Willie Adams said in a statement. "I am grateful to our rank and file for their strength, to our negotiating committee for their vision and tenacity, and to those that supported giving the ILWU and PMA the space that we needed to get to this result."

"This contract brings long-term stability and confidence to our customers as we re-double our efforts to bring more cargo back to the Port of Los Angeles, the premier gateway to and from the Pacific Rim," Port of Los Angeles Executive Director Gene Seroka said in a news release.

The new contract also provides a framework "to overcome new competitive challenges," said Jim McKenna, CEO of the maritime association.

"From San Diego to Bellingham, these ports have long been the primary gateways for cargo coming into and leaving the United States, and our interests are aligned in ensuring they can effectively and efficiently handle the capacity growth that drives economies and jobs," he added.

## New election procedures at the NLRB

On August 25, the National Labor Relations Board (NLRB) issued a decision in *Cemex Construction Materials Pacific, LLC* announcing a new framework for determining when employers are required to bargain with unions without a representation election. The new framework will both effectuate employees' right to bargain through representatives of their own choosing and improve the fairness and integrity of Board-conducted elections.

Under the new framework, when a union requests recognition on the basis that a majority of employees in an appropriate bargaining unit have designated the union as their representative, an employer must either recognize and bargain with the union or promptly file an RM petition seeking an election. However, if an employer who seeks an election commits any unfair labor practice that would require setting aside the election, the petition will be dismissed, and — rather than re-running the election — the Board will order the employer to recognize and bargain with the union.

The NLRB explained that the revised framework represents an effort to better effectuate employees' right to

bargain through their chosen representative, while acknowledging that employers have the option to invoke the statutory provision allowing them to pursue a Board election. When employers pursue this option, the new standard will promote a fair election environment by more effectively disincentivizing employers from committing unfair labor practices.

The new Cemex standard differs from the historical *Joy Silk* standard, which required an employer to bargain with a union unless it had a good-faith doubt of the union's majority status.

In Cemex, the NLRB found that the employer engaged in more than 20 instances of objectionable or unlawful misconduct during the critical period between the filing of the election petition and the election. Accordingly, the NLRB found that the employer was subject to a bargaining order under both the Supreme Court's decision in *NLRB v. Gissel Packing Co.* and under the newly announced standard, applied retroactively in this case.

Members Wilcox and Prouty joined Chairman McFerran in issuing the decision. Member Kaplan joined the majority in part and dissented in part.

**Memorandums of Understanding**  
**PCS – SIUPD USNS Seay and USNS Pililaau**  
**RFP N3220522R4119, page 5**  
**Patriot Contract Services LLC –**  
**Seafarers International Union – Pacific District, page 8**

**Halls to close**  
**Columbus Day** — The MFOW hiring halls will be closed on Monday, October 9, 2023, in observance of Columbus Day, which is a contract holiday.

# The Marine Fireman

Published Monthly By

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## APL Marine Services Wage Rates

Effective October 1, 2023

Maritime Security Program Vessels

Rating	Base Wage	Base Wage	Supplemental	Benefit	Benefit
	Monthly	Daily	Benefit Base Monthly	Monthly	Daily
Electrician/Reefer/Junior	\$6,508.68	\$216.96	\$7,044.86	\$3,992.32	\$133.08
Reefer/Electrician/Junior	\$6,195.44	\$206.51	\$6,849.28	\$3,881.49	\$129.38
Day Junior/Utility	\$5,623.93	\$187.46	\$6,098.65	\$3,456.10	\$115.20
Non-Watch Allowance	\$300.00	\$10.00			
Wiper	\$3,801.95	\$126.73	\$4,389.87	\$2,487.74	\$82.92

Rating	ST Rate	OT Rate	MPPP
	Hourly	Hourly	Daily
Electrician/Reefer/Junior	\$38.40	\$57.60	\$27.00
Reefer/Electrician/Junior	\$36.60	\$54.90	\$27.00
Day Junior/Utility	\$33.29	\$49.94	\$27.00
Wiper	\$22.74	\$34.11	\$27.00

Dirty Work Rate:	\$23.84	\$39.32
Cargo Rate:	\$27.63	\$45.37

Watchmen assigned as Day Men, Section 13c: Additional Daily: \$10.00

### Maintenance — Fenix Marine Services Terminal

Rating	First Shift	Second Shift	Third Shift	MPPP		Daily
	ST	OT	ST	OT	ST	
Foreman	\$55.38	\$83.07				\$30.00
Leaderman	\$50.14	\$75.21	\$55.07	\$82.61	\$56.07	\$30.00
Mechanic	\$46.68	\$70.02	\$51.35	\$77.03	\$52.35	\$30.00

### Standby and Special Project Shipyard Personnel

Rating	ST	OT	MPPP	
	Hourly	Hourly	Daily	Daily
Standby Electrician/Reefer	\$43.17	\$64.76	\$30.00	\$30.00
Standby Junior Engineer	\$41.20	\$61.80	\$30.00	\$30.00

Rating	ST	ST	Dirty Work	Dirty Work	OT	MPPP
	0800-1700	1700-0800	0800-1700	1700-0800	0001-2400	Daily
Standby Wiper	\$39.23	\$43.76	\$50.52	\$56.12	\$68.37	\$30.00

## Tesla pushes U.S. appeals court to uphold ban on workers' union t-shirts

A U.S. appeals court panel on September 6 seemed open to reversing a labor board's ruling that Tesla Inc. violated the rights of factory workers by barring them from wearing t-shirts supporting a union campaign. The 5th U.S. Circuit Court of Appeals panel in New Orleans repeatedly questioned lawyers for Tesla, the National Labor Relations Board (NLRB) and the United Auto Workers union (UAW) about whether the fact that Tesla still allowed workers to wear union stickers was enough to uphold its uniform policy.

The NLRB last year said the policy requiring workers at factories in California and Nevada to wear black shirts with Tesla logos was illegal because there were no "special circumstances" warranting restrictions on union attire. Tesla adopted the policy in 2017 amid a campaign by the UAW to organize production workers. The union has accused Tesla of various unlawful tactics to stifle organizing, which the company has denied.

During oral arguments, the 5th Circuit judges suggested that Tesla may not have been required to prove special circumstances justifying its uniform policy, such as public image or safety concerns, because it only prohibited t-shirts and not all union insignia.

"A sticker says 'go union,' 'union is good' or whatever. In what way is that an insufficient means of communication?" Circuit Judge Jerry Smith asked Micah Jost, who represented the NLRB.

Circuit Judge Stephen Higginson similarly suggested that the ban in federal labor law on prohibiting union insignia did

not mean employers must allow all union-related apparel.

"If you have uniforms, you have to let them still express themselves through some sort of item attachment, and Tesla would say they're doing that and the record suggests that they are," Higginson said.

Jost said Tesla's policy did not explicitly allow union items to be worn along with company t-shirts and that the stickers some Tesla workers wore were small and had less of an impact than a union t-shirt.

Michael Kenneally of Morgan Lewis & Bockius, who represents Tesla, told the court that if the board's decision is upheld it would mean that company uniform policies that have been common for decades would be illegal unless employers can justify them. Echoing the judges, Kenneally pointed out that Tesla's policy provided for alternative means for workers to convey union messages, such as the stickers.

"There hasn't been a meaningful infringement on employees' ability to communicate their support for the union," Kenneally said.

The panel also included Circuit Judge Leslie Southwick.

The full, or en banc, 5th Circuit is separately considering Tesla's appeal of an NLRB decision that said CEO Elon Musk violated federal labor law by tweeting in 2018 that employees would lose stock options if they joined a union. A three-judge 5th Circuit panel in March had affirmed the board's decision. The case is Tesla v. NLRB, 5th U.S. Circuit Court of Appeals, No. 22-60493.

### Marine Firemen's Union Directory

[www.mfoww.org](http://www.mfoww.org)

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# Maritime history notes: 150 years of refrigeration

By Captain James McNamara

The last few years have brought major changes, as well as explosive growth, to the refrigerated cargo trades. This growth is not only attributable to the greater volumes of traditional refrigerated products, such as meat and bananas, but to new cargoes that could not have been shipped economically in the past due to their temperature or atmospheric sensitivities.

With today's technology, it is now possible to ship any perishable commodity anywhere in the world in a refrigerated container and have it arrive in good condition for the consumer. These reefer or controlled atmosphere containers are fitted with digital equipment that can maintain a temperature range of 40 below zero Celsius to 52 degrees Celsius, with a tolerance of 1 degree Celsius, at a desired humidity and atmospheric content.

The composition of the atmosphere is of great importance, since proper levels of oxygen, carbon dioxide, ethylene and nitrogen must be maintained to prevent accelerated ripening, spoilage or damage due to respiration of perishable cargoes. Respiration is the process by which stored organic materials are broken into simple end products with a release of energy. This process uses oxygen and produces carbon dioxide. Ethylene gas is produced by all plants and is the natural aging or ripening hormone. Introduced into the container, the gas helps control ripening of produce that otherwise would not arrive to markets at optimum maturity. Examples of these sensitive cargoes are strawberries, raspberries, asparagus and fresh cut flowers.

Additionally, many chemical cargoes require proper temperature management, not only to retard deterioration but also control chemical reactions that could create health and safety hazards.

The history of how we got to this level of sophistication with refrigeration dates back about 150 years. During the first half of the 19th century, ice was used to keep food cool during transport. Additionally, fishing boats used large quantities of ice to keep their catch fresh. The ice was obtained by cutting it from frozen lakes in Maine, Canada or Scandinavia. By 1890, the trade in ice reached its peak with more than 500 ships employed, mostly powered by sail.

It was in the mid-1860s that Ferdinand Carre and Charles Tellier, two Frenchmen, first experimented with mechanical refrigeration. They used an ammonia absorption freezing plant first on the ship *City of Rio de Janeiro* and then an ammonia compression plant on the ship *Frigorifique*, with reasonable success.

Significant progress with shipboard refrigeration was finally attained in 1878, when the *Paraguay* arrived at the French port of Le Havre with 5,500 frozen carcasses in good condition.

Meanwhile, in 1879, the British employed their cold air machine aboard two ships, the *Circassia* and *Strathleven*. The three-masted sailing ship *Dunedin* in 1882 transported the first shipment of frozen meat from New Zealand to England. These early reefer ships were insulated by flaked charcoal silicate, cotton pumice, cow hair or, later, granulated cork to ease the work on their cold air machines.

Reefer, or refrigerated, ships are generally thought of as a single entity. However, they tend to come in two distinct types — the first dedicated to the frozen meat trades and the second to the fruit or predominantly the banana trade. The meat trades were dominated by British companies, which had fleets that traded regularly to Argentina, Australia and New Zealand. Today, the frozen meat trade is worldwide and predominantly carried by containerships.

The banana trade began in 1866 when the schooner *Raymond* arrived in Boston from Jamaica with a small cargo of bananas. On June 23, 1870, when Capt. Lorenzo Baker of Boston brought his two-masted, 85-ton schooner *Telegraph* to anchor at Jersey City, New Jersey, with several hundred bunches of bananas and sold them at a profit, the trade became established. Due to the success of these and other profitable voyages, the organized shipment of bananas turned Boston into the "capital" of this trade.

Due to the perishable nature of fruit, steamships rapidly replaced sail and many small fruit companies were founded. The early banana ships were easily identified, since their hulls were usually painted white to absorb the least amount of solar heat. Additionally, large ventilators were fitted on the decks. These ventilators allowed air to circulate through the cargo holds. This activity was required because bananas emitted ethylene gas which, if not promptly removed, would prematurely ripen the fruit.

By 1899, the United Fruit Co. was founded by a number of smaller companies coming together and a large fleet of ships was acquired. Many Norwegian ships of about 900 deadweight tons originally built for the Mediterranean fruit trades were chartered by United Fruit and other U.S.-based competitors. Most all of these Norwegians ships were naturally ventilated and their size and speed assured a good out-turn on arrival.

In 1914, United Fruit had a fleet of 23 owned and 30 chartered ships. The chartered ships, known as the "mosquito fleet," carried bananas north and general cargo and coal southbound. These ships were rather spartan. The company's owned fleet, on the other hand, was fitted with luxurious staterooms and accommodations for large numbers of passengers and was technologically advanced mechanically for the time.

There were well over 200 reefer ships at the outset of World War I, most flying the British or Norwegian flags. France, Germany, Sweden, Denmark and the U.S. also participated in the reefer trade. However, many of these ships were lost during the war, which led to a building boom of faster and larger reefer ships in the 1920s with more efficient mechanical refrigeration systems. Most of the fleet that relied on natural ventilation was now gone, but due to their speed surplus navy destroyers were often pur-

chased and converted into banana carriers.

Since refrigerated ships and their cargoes became a favorite target for submarines during World War II, another building boom resulted in the postwar years. This fleet served the burgeoning fruit and meat trades well into the 1960s.

It was also common for cargo liners and passenger ships of the post-World War II period to carry meat, fish and fruit in dedicated reefer compartments. Their cooled air refrigerating systems provided the equivalent of 75 exchanges of air per hour.

In the late 1960s, the container revolution was gaining momentum and bananas were no longer shipped on the stem but in perforated cardboard cartons that held about 20 "hands" of bananas. Each hand averaged about 10 bananas. It wasn't long before these cartons were being stowed in refrigerated containers and carried on board containerships fitted with electrical outlets, or plugs, to power the individual refrigerated containers.

In 1972, United Fruit built two 345-foot-long containerships, named *Barranca* and *Bayano*, for a pilot program. Each ship could carry 85 reefer containers, with each holding 950 cartons of bananas. The containers were equipped with their own refrigeration system powered by the ship while aboard and operated independently when ashore. Although these two ships were highly successful, many traditional reefer ships continued to be built in Scandinavia and Japan. The Soviets also built and maintained a large fleet of reefer ships, many of which were dedicated to the frozen fish trade.

However, as the years have passed, advances in controlled atmosphere, remote digital monitoring and reliability have favored the container at the expense of traditional reefer ships.

Today, reefer operators are increasingly looking to utilize containerships that have a higher reefer capacity. This is not only due to economics, but to growing numbers of seaports that can no longer accommodate specialized reefer ships.

It appears the traditional white "banana boats" will become an even rarer sight in years to come. What remains of this bit of history is "Day-O, The Banana Boat Song," sung by Harry Belafonte, and memories of an occasional ride-along tarantula jumping out of a stem or box of bananas.

*McNamara, who is retired as president of the National Cargo Bureau, currently serves as historian of the Maritime Industry Museum at Fort Schuyler, N.Y., and remains active in the maritime industry. This post — Maritime History Notes: 150 years of refrigeration — appeared first on FreightWaves.*

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LABEL LETTER JUL-AUG 2023

## MFOW PRESIDENT'S REPORT



### Patriot Contract Services

**Management Seminar** — On August 22, along with Vice President Deyne Umphress, I attended a senior management seminar held at Patriot Contract Services (PCS) headquarters in Concord, California. Some of the topics discussed were procedures for sexual harassment/sexual assault (SASH) claims, labor shortages, dispatch procedures and loggings and terminations. There was also discussion on the possible elimination of the Military Sealift Command (MSC) physical examination requirement aboard contracted mariner (CONMAR) vessels.

**Seay-Pililaau Award** — Also on August 22, PCS was awarded a firm-fixed-price contract with reimbursable elements for the operation and maintenance of two government-owned large, medium-speed, roll-on/roll-off (LMSR) vessels. The vessels under the award include the *Bob Hope*-class vessels *USNS Seay* and *USNS Pililaau*. The contract includes a 12-month base period with four 12-month option periods and one six-month option period under Federal Acquisition Regulation 52.217-8, which, if exercised, would bring the cumulative value of this contract to \$303,596,232 including reimbursables.

Work will be performed at sea worldwide and is expected to be completed, if all options are exercised, by August 21, 2028. Working capital funds in the amount of \$20,396,329 are obligated for fiscal 2023, and will not expire at the end of the fiscal year.

The contract was a small business set-aside, with more than four companies solicited via the Procurement Integrated Enterprise Environment Solicitation Module and the System for Award Management website and two offers received. MSC, of Norfolk, Virginia, is the contracting activity.

The best-and-final bids for this contract were submitted back in April 2023. I recommend membership approval of the Memorandum of Understanding (MOU) covering the *USNS Seay* and *USNS Pililaau*.

**Ready Reserve Force** — On September 3, the Union was notified by PCS that Amendment 15 of the Request-for-Proposal (RFP) for the operation and maintenance of the Ready Reserve Force (RRF) vessels had been published by the U.S. Maritime Administration (MARAD) on August 31. The Amendment extended the due date for bid submissions to allow for negotiation of a compliant collective bargaining agreement (CBA) to September 29.

The processes described in Amendments 13 and 14 are continuing, but require additional time to obtain all necessary reviews and approvals to file a request for hearing with the Department of labor (DOL) Administrator, Wage and Hour Division, seeking an official finding of substantial variance and lack of arm's length negotiations with respect to the prospective vacation benefit increases for awards resulting from the solicitation plus relief from other CBA provisions in direct conflict with RFP requirements pertaining to status of ROS crew supporting repairs at a shipyard. Additional time is also needed to complete reparation of revisions to the RFP for optional pricing in the event a DOL hearing fails to grant the requested remedies.

The Performance Work Statement, other Sections of the RFP, J-Attachments and Technical Exhibits as well as Instructions to Offerors are being modified accordingly. This will take at least a month and offerors will be advised if further time is needed before MARAD issues revisions to the RFP for optional pricing in the event crew unions are unwilling to abide by the terms for vacation benefits currently stated in the RFP and accept other fundamental requirements of the RFP with respect to ROS crew support during major repair availabilities.

**MT Allied Pacific** — On September 6, I signed an MOU covering the *Celsius Riga*, a Marshall Islands-flag tanker to be reflagged to U.S.-flag and renamed *Allied Pacific*. The plan is for PCS to operate and maintain the *Allied Pacific*, as a subcontractor, to a prime contractor that has been awarded an MSC contract to operate the vessel in the Pacific. It is anticipated that the ship will crew up under U.S.-flag this month. I recommend membership approval of the MOU covering the *MT Allied Pacific*.

### LNG Training

On August 23, the Union was notified, by Matson Manager, Offshore Labor Relations Nick Marrone II, of an additional training requirement for the Electrician ratings who work aboard LNG-fueled vessels. The initial scope of the IMO/Coast Guard requirement is that any personnel who carry out inspections and maintenance of electrical installations in explosion hazardous spaces should be qualified pursuant to International Electrotechnical Commission (IEC) 60079-17, item 4.2. as described in Coast Guard Policy Letter No.01-12, CH-1.

The parties are in the process of drafting an outline describing the IEC requirement and its implications for vessel personnel. The training for the Electrician ratings will most likely be at least three days with an additional day to test. The training can be provided web-based and remotely.

Matson has stated that they plan to initially host the IMO/Coast Guard training course in order to get as many Electricians as possible qualified; starting with Electrician-rated registrants in Wilmington and Honolulu, as these are the ports where most of the jobs will be dispatched. In the long-term, the goal will be to incorporate the training into the Maritime Institute course curriculum.

On September 4, the Union was notified that the Maritime Institute in San Diego is ready to receive Coast Guard course approval for STCW Basic IGF Code Operations. The Union will notify all ports when courses are scheduled.

### AFL-CIO

On August 29, I participated in a teleconference with AFL-CIO Secretary-Treasurer Fred Redmond, union members, leaders and guests, to hear AFL-CIO President Liz Shuler's inaugural State of the Unions address. This was a chance to high-

light how working people are transforming communities and the nation by standing together in unions. The program featured union member stories and closed with a young workers panel and question and answer session. The conference also unveiled new polling data showing unprecedented support for unions and striking workers and announced exciting new opportunities for union members and those aspiring to join the labor movement. This program theme - *It's Better in a Union* - showed the strength and power workers gain when they organize and bargain collectively.

### APL Marine Services

**Personnel Evaluations** — The Pacific District unions received member notices about a new company evaluation policy already in the implementation phase. SUP President Dave Connolly contacted management to object to leaving the Unions out of the process and registered general opposition to the policy. Management apologized for not including the Unions beforehand and pledged to listen to concerns.

As disturbing as it is, company evaluations of employees are not uncommon, usually lawful, and difficult to prevent in general application. Questions on required participation, confidentiality and access, use and purpose, effect on terminations and rehires, have been lodged.

Will keep the membership informed.

**Pay Increase** — In accordance with Section 36 of the SIU Pacific District - APLMS General Rules, there shall be a three and one-half (3.5) percent increase in all rates of pay and wage-related items for unlicensed engine department personnel working aboard APL Marine Services Maritime Security Program (MSP) vessels effective October 1, 2023, and for standby personnel dispatched to such vessels. And, in accordance with Section 38 of the General Rules, there shall be an increase of fifty cents (\$0.50) per manday effective October 1, 2023, in the offshore contributions to the MFOW Training Plan. In accordance with Section 4.3 (a) of the MFOW-APLMS Maintenance Agreement, the October 1, 2023, wage increase for those working as Shore Mechanics at Pier 300 in San Pedro will be three and one-half (3.5) percent.

Also, effective October 1, 2023, there shall be a percentage increase (or decrease) to all MFOW Welfare Fund manday contributions based on the medical care services component of the Consumer Price Index (United States City Average for Urban Wage Earners and Clerical Workers) during the most recent previous 12-month period calculated by the Bureau of Labor Statistics of the U.S. Department of Labor. The increase (or decrease) will be published by the Bureau of Labor Statistics on September 13.

## BUSINESS AGENT'S REPORT

Here is the vessel rundown for August 2023:

### Matson Navigation Company

On the Pacific Southwest triangle run: *MV Mahimahi* — delegate DJU Cynthia Philyaw, #3853, shipped an ERJ, REJ, DJU and Wiper for time up, no beefs. *MV Mokihana* — delegate REJ Scanlon Henneberry, #3717, no beefs.

On the Pacific Northwest triangle run: *MV Manulani* — ERJ Steve Mohlin, #3831, no beefs. *MV Maunawili* — REJ Thomas Dunn, #3803, no beefs.

### APL Maritime Services

On the EX1 run: *MV President F.D. Roosevelt* — delegate REJ Randy Fogle, JM— 5133, no beefs. *MV President Eisenhower* — delegate ERJ Kevin Haymer, #3958, no beefs.

On the JMX Run: *APL Eagle* — shipped an ERJ.

### Patriot Contract Services

*USNS Watkins* shipped an Oiler and Wiper for time up. *Cape Texas* and *Cape Vincent* requested a full crew for activation.

Fraternally, **Bobby Baca**

## Staten Island ferry contract ratified by MEBA

A landmark agreement reached with the City of New York covering Marine Engineers' Beneficial Association (MEBA) mariners aboard the Staten Island Ferries has been ratified by the bargaining unit finally ending a 13-year gap without a pay raise for the hard-working crews in the fleet. Instead, as MEBA Secretary-Treasurer Roland Rexha noted, the new Memorandum of Agreement (MOA) achieves "a remarkable feat — transforming the lowest paid ferry jobs in the nation into the highest paid."

The contract is retroactive, beginning on November 7, 2010, and expires on January 4, 2027. It provides pattern-conforming wage increases to captains, assistant captains, and mates. In addition, marine engineers and chief marine engineers will receive retroactive wage increases consistent with the prevailing wage determination issued by the New York City comptroller earlier this year. The contract also establishes new salary rates and a 40-hour workweek effective October 1, 2023. In addition, all MEBA-represented employees will be allowed to take vacation in one-week blocks instead of two-week blocks, providing greater flexibility for them.

The contract was put out to the bargaining unit for a ratification vote and passed easily. Over 97 percent of the bargaining unit cast a ballot in the online vote and almost 94 percent voted to accept the MOA that finally rectifies the broken wage structure at the system and will make the fleet a great place to work again.

Rexha spoke at a Labor Day event aboard the *Dorothy Day* ferry along with New York City Mayor Eric Adams.

"It is not lost on us that this historic contract is being formally accepted on Labor Day on the *Dorothy Day*. Today as we commemorate the contributions of working people, we also recognize the power of workers to have a voice in the workplace. I am immensely proud of my membership for speaking up and refusing to accept anything less than what they deserve. They understand their value. They excel at their jobs, and they refuse to settle for mediocrity," he said.

Mayor Adams noted, "Today, we thank our tireless ferry workers, not just with words — but with a contract that delivers the fair wages and benefits they deserve."

## MEMORANDUM OF UNDERSTANDING

### PCS – SIUPD USNS SEAY and USNS PILILAAU RFP N3220522R4119

This Memorandum of Understanding (hereinafter this "MOU") is made as of April 10, 2023, between Patriot Contract Services, LLC (the "Company" or "PCS") and the Seafarers' International Union – Pacific District ("SIU-PD" or the "Union"), which Union is composed of the Sailors' Union of the Pacific ("SUP"), Marine Firemen's Union ("MFOW"), and the Seafarers' International Union – Atlantic, Gulf, Lakes and Inland Waters ("SIU-AGLIW"), regarding the terms and conditions of the employment for the operation and maintenance of USNS SEAY and USNS PILILAAU (collectively the "Vessels") under Military Sealift Command ("MSC") RFP N3220522R4119 "the "RFP").

WHEREAS, PCS intends to bid on a contract to maintain and operate the Vessels under the above referenced RFP, and the Union desires continuing job opportunities:

WHEREAS, the parties desire to have an agreement in place on the terms and conditions governing the employment of members of the Union on the Vessels in the event PCS is awarded the contract relating to the RFP (the "MSC Contract");

NOW, THEREFORE, all the terms and conditions of this MOU will be effective at the time of the award and the parties hereto agree as follows:

#### Section 1. Agreement

This MOU applies to all Deck, Engine and Steward department unlicensed personnel hereinafter employed aboard the Vessel(s). Such crewmembers, unless otherwise indicated shall be referred to herein as "Unlicensed Personnel."

The Company recognizes the Union as the sole representative of the Unlicensed Personnel for the purpose of collective bargaining.

The parties agree to the terms of the RFP and the MSC Contract. In the event PCS is awarded the MSC Contract, the employment of Unlicensed Personnel shall be governed by the terms of the MSC Contract and this MOU, in that order of precedence. If there is a conflict or inconsistency between the MSC Contract and this MOU, the terms of the MSC Contract shall govern. Without altering that order of precedence, the parties acknowledge that where there is no inconsistency between the MSC Contract and this MOU, the MSC Contract shall not be invoked arbitrarily to preempt the terms of this MOU. No preexisting or other memoranda of understanding, collective bargaining agreements or arbitration decisions (the "Agreement") between the parties shall be deemed applicable to this MOU, except as specifically and expressly incorporated herein by reference. If there is a conflict of inconsistency between this MOU and any portions of a preexisting collective bargaining agreement, memorandum of understanding or arbitration award that has been made applicable to the work, the MOU shall govern.

#### Section 2. Employment

(a) Right to Approve or Reject.

The Company shall have the right to approve or reject all applicants for unlicensed positions.

(b) Qualifications.

All Unlicensed Personnel shall be trained, qualified, vetted and medically/dentally and psychologically fit consistent with the Vessels' mission and projected areas of operation. All Unlicensed Personnel shall be U.S. Citizens holding valid passports for a minimum of six months beyond the full length of the assignment. All Unlicensed Personnel shall possess U.S. Coast Guard Merchant Mariner Credentials and STCW endorsements and all other papers required to occupy their positions. The Unlicensed Personnel must be literate in English. Unlicensed Personnel shall have the government security clearance required by the MCS Contract, if any. All Unlicensed Personnel shall have valid Transportation Worker ID Cards for the full length of the assignment.

(c) Tour of Duty.

Unlicensed personnel accepting employment on the Vessels will be required to serve on that Vessel for a minimum of four (4) months on but no more than six (6) months without a relief, subject to the operational requirements or unless they are reassigned, or their services are terminated at an earlier date by the Company. Except in case of emergency, the Company shall not be required to pay travel expenses for a crewmember leaving the Vessel prior to the expiration of the one hundred twenty (120) day period of service.

No Crew member shall depart the Vessel without being properly relieved, unless specifically authorized to do so by the Master before the arrival of such relief.

ROS or RAV crew will sail with the Vessel on activation to FOS; provided, however that this shall not preclude the routine rotation of ROS crewmembers with qualified replacements.

(d) Hours of Work and Overtime.

Per section C-1.1.4.4 in FOS, Unlicensed Personnel shall work eight (8) hours a day, seven (7) days a week (including weekend and holidays) and shall be watchstanders. Overtime shall be paid at the rates stated in the Appendices for all hours worked in excess of eight (8) hour on any day, and for all hours worked on Holidays.

Per section 1.1.4.5, in ROS, Unlicensed Personnel shall work eight (8) hours a day, five (5) days a week. Overtime shall be paid at the rates stated in the Appendices for all hours worked in excess of eight (8) hours Monday through Fridays and any time worked on Saturdays, Sundays or Holidays. In ROS, the weekly wage is divided by seven (7) to obtain the daily wage, and if an Unlicensed Personnel works on a Friday, he or she will be paid for Saturday and Sunday.

In both FOS and ROS, overtime work shall be in accordance with the requirements of the Vessel as determined by the Master, and there is no guaranteed amount of overtime. Overtime shall be paid in ½ hour increments, except that there shall be a minimum payment of one (1) hour of overtime.

Per section C-1.1.4.8.1 of the RFP, in RAV, Unlicensed Personnel shall work seven (7) days per week, ten (10) hours per day.

When a Vessel is in port in ROS or FOS, the Company may put Unlicensed Personnel on a watch rotation, such that the watch will be compensated at the normal daily rate and any other hours will be paid at the overtime rate.

(e) Employment Status and Discharge.

All Unlicensed Personnel shall be considered probationary employees for the first sixty (60) days of their initial employment on one of the Vessels. During this probationary period, employment may be terminated by the Company. If employment is terminated during the probationary period, there shall be no recourse through the grievance procedure.

In the event MSC shall have any reason to be dissatisfied with the qualifications, conduct or performance of any person assigned to this Contract through employment by the Company, the Company will promptly investigate it and take appropriate corrective action, including, but not limited to discharge. If MSC notifies the Company that the employment of continued employment of an Unlicensed Personnel is prejudicial to its interests or endanger the security of the United States of America, the assignment of the concerned Unlicensed Personnel shall be canceled immediately.

A Crewmember who is discharged for cause shall be given, at the time of payoff, a written statement advising of the discharge, and a detailed explanation of the reason for the discharge. Failure to furnish such a written statement will presumptively establish that the crewmember has been discharged without just cause unless there is notification that the Government was dissatisfied with the conduct, qualifications, or performance of the individual. Such statement must be furnished to the Union Headquarters if the crewmember is not available.

(f) Crew Rotation.

The parties recognize that the RFP contains strict limits on crew rotation (see Section C-1.7.3). The Company shall not change out/rotate more than fifty percent of the crew in one evolution. Additionally, not more than half of the officers or crew shall rotate at one time within the Deck, Engine or Steward Department. The maximum crew rotation per billet per ship in any operational status shall be four times per year.

To comply with those and other requirements the Union and the Company agree to work together to create a pool of mariners who are qualified to be assigned to these Vessels, and they shall seek to augment that list as appropriate to ensure timely filling of all positions. The Company shall be entitled to select Unlicensed Personnel from that pool of mariners, taking into account the need to return mariners to Vessels on which they have served previously. Without limiting the foregoing, the Company shall

have the right to stagger the times at which Unlicensed Personnel are relieved, and the Company shall have the right to require that an Unlicensed Crewmember stay on the Vessel longer than his assignment or depart the Vessel at the end of his assignment.

All Unlicensed Personnel shall be permitted to return to work after periods of vacation, sick leave, or other authorized leaves, mutually agreed to by the Union and the Company, including time spent in training.

\*Entry rated personnel after having attained enough seetime to upgrade for a rating in their particular department shall not be able to maintain a permanent entry position.

The Company shall have the right to transfer personnel from one Vessel to another, and to promote qualified personnel aboard ship. Transfer of personnel from one department to another shall only be permitted if agreed to by the crewmember involved, and such transfer is necessary for the efficient operation of the Vessel.

(g) Crew Size.

The Vessels shall be continuously crewed with the number and rating of personnel specified in the MSC Contract.

(h) Failure to Provide Unlicensed Personnel.

If the Union is unable to provide acceptable and qualified Unlicensed Personnel within a reasonable time, or in any event in time to avoid a potential delay in the operation of the Vessels or a penalty to the Company, the Company may obtain the required ratings from whatever source is available, including another union. In that situation, the benefit contributions associated with the work done by such replacement personnel shall be paid to the union that provided the replacement personnel rather than to the union that was unable to supply the required personnel.

(i) Hiring Hall Clearance.

No one is to be employed or reassigned without proper clearance from a jointly operated Labor-Management hiring hall, unless necessary to the operation of the Vessel to which the crewmember is to be assigned.

(j) Shipping Articles.

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

#### Section 3. Exclusions

Without limiting the provision of Section 1 of this MOU, the following provisions of the Agreement (however entitled) shall explicitly be deemed waived and have no application to this MOU:

- (a) Sales and Transfers
- (b) Severance
- (c) Delayed Sailings
- (d) Restriction to Ship
- (e) Penalty work

#### Section 4. Union Membership

(a) Joining the Union.

All Unlicensed Personnel who are not members of the Union at the commencement of their employment must become and remain a member in good standing or agency fee payer on the thirty-first (31st) day of employment as a condition of continued employment, unless the individual has been hired as a result of the Union failing to provide qualified crewmembers and the individual is a member of another union.

All Unlicensed Personnel who are presently or become members of the Union or up to date agency fee payer shall be required to remain members or agency fee payers during the term of this MOU as a condition of continued employment, provided, however, that the Company has no obligation to take action under this Section until first notified by the Union that any of its unlicensed crew has lost his membership or is not up to date in the payment of the payment of agency fee and that such crewmember has been afforded an opportunity to regain his membership.

Notwithstanding the requirements of the Subsection (a), the Company shall not be required to discharge any employee prior to the completion of the term of his shipboard employment.

If the Company at the Union's request terminates or takes action against an Unlicensed Crewmember as a result of his failure to remain in good standing with the Union or up to date agency fee payer, the Union will hold harmless, defend and indemnify the Company for losses, expenses, claims, suits, actions and/or legal fees which the Company may incur in connection with terminating and/or taking such other action against the employee.

(b) Dues Deduction.

The Company will deduct basic dues or applicable agency or service fees from the employees' paycheck, but will not deduct initiation fees special assessments, fines, or any other Union deductions, except for dues or applicable agency or service fees as aforementioned. The Union will defend and hold the company harmless against any claims made and against any suit instituted against the Company on account of payroll deductions of Union dues or applicable service fees. Union members or agency fee payers shall pay their dues or applicable service fees through a payroll deduction or directly to the Union. Union Members shall fill out the proper authorization card stating their preference. If applicable, tender of the Union's periodic dues and initiation fees or applicable service fee uniformly required as a condition of acquiring or retaining such membership shall, for the purpose of this MOU, be considered membership in the Union.

(c) Passes for Union Representatives.

The Company agrees to issue passes to Union representatives for the purpose of contacting its members aboard the Vessels and shall arrange, if possible, for clearance at all military installations where the Vessels may be located. Union representatives agree to timely provide the Company with personal data required for obtaining Government issued badges at Government facilities.

Representatives of the Union shall be allowed on board at any time during normal working hours when the Vessel is in port, provided that MSC provides permission. Representative shall not interfere with crewmembers at work unless said crewmembers are properly relieved. (Such relief shall receive not extra compensation.)

(d) Ship's Committee and Departmental Delegates (SIU-AGLIW).

This Subsection 4(d) applies to the SIU-AGLIW only. The Unlicensed Personnel shall elect from the various unlicensed ratings a ship's Chairman, Secretary Reporter, Educational Director and a departmental delegate. They shall perform the customary duties of the various designations and hold regular meetings for the purpose of resolving any disputes or complaints that can be resolved aboard ship. Complaints or disputes that cannot be resolved aboard ship are to be referred to the Union's Headquarters.

#### Section 5. Compensation

(a) Monetary Matters

Additional manning, compensation, and work rules shall be as specified in Appendix 1 (applicable to the SUP only), Appendix 2 (applicable to the MFOW only), and Appendix 3 (applicable to the SIU-AGLIW only). The Company shall have no obligation to pay any wages, fringes benefit contributions, benefit plan contributions or other compensation that are not expressly stated in this MOU or on Appendices 1, 2, or 3.

Wages and benefits shall commence on the day the Unlicensed Personnel actually "turns to" aboard the Vessel; provided, however, that an Unlicensed Personnel, when traveling from one Company ship directly to another Company ship, shall be paid the daily base wage and full benefit plan contributions.

Given the mission of these Vessels there shall be no additional compensation in connection with Unlicensed Personnel being required to bear arms at any time during their employment.

Unlicensed personnel shall be entitled to War Risk Second Seaman's coverage and any bonuses pro-

*Continued on page 6*

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vided to MSC civilian mariners, provided the Company is reimbursed for those bonuses. Subject to the foregoing the following shall apply to AMMO/Explosives bonuses:

When carrying "Explosives" in excess of fifty long tons, Unlicensed Personnel shall receive, in addition to their regular monthly wage, 10 percent (10%) of such wage from the time of commencement of loading of the explosives until the last of such cargo is discharged. When required to handle explosives they shall be compensated in addition to their regular wages, at the rate of Ten Dollars (\$10.00) per hour unless a higher rate is applicable.

For this purpose, 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).

This section shall not apply to small arms, ammunition, signaling devices, etc., carried for the protection of the ship.

(b) Money Draws and Allotments

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

When American money is aboard, advances shall be put out the day before arrival in port.

Procedures shall be established on all Vessels on foreign or intercoastal articles whereby allotments or remittances may be made at the behest of the crewmembers, not less than once every thirty (30) days if so requested by the crewmember.

(c) Holidays.

Per Section B-1.5 of the RFP Holidays referenced in this MOU are those days listed in 5 USC 6103 (a) as follows:

- (a) New Years Day, January 1.
- (b) Birthday of Martin Luther King, Jr., the third Monday in January.
- (c) Washington's Birthday, the third Monday in February.
- (d) Memorial Day, the last Monday in May.
- (e) Juneteenth National Independence Day, June 19.
- (f) Independence Day, July 4.
- (g) Labor Day, the first Monday in September.
- (h) Columbus Day, the second Monday in October.
- (i) Veterans Day, November 11.
- (j) Thanksgiving Day, the fourth Thursday in November.
- (k) Christmas Day, December 25.

If a holiday falls on a Saturday or Sunday, it shall be observed on the day designated by the Federal Government.

**Section 6. Physical Condition**

The Union shall not supply Unlicensed Personnel who have any existing health condition which constitutes a hazard to that person or others onboard ship, notwithstanding that the health condition is being effectively controlled by medication. All Unlicensed Personnel shall be screened to ensure that they are in good physical condition, do not have a history of injuries onboard ship, and do not have history of inability perform the physical requirements of the position for which that are applying. The Company shall confer with the Union on the basis of any such dismissals or refusals and present any reasonably necessary documentation to the Unions if so requested. All physical examinations should be recent enough so they will not lapse during the expected length of the Vessel's upcoming mission assignment. Each crewmember's Physical Examination report shall display the following statement above the signature of the designated licensed Physician:

"[Mariner's Name and Social Security Number] has been examined and found to be physically and psychologically qualified for duty at sea in an isolated environment in accordance with COMSCINST 6000.1 Series."

Unlicensed personnel shall not be accepted for employment if previously repatriated for a medical condition, unless a complete report from a physician provides verification that the predisposing condition has been correct or cured, and the Company's licensed physician has approved such report.

Unlicensed Personnel joining the Vessel shall comply with all medical requirements of the MSC Contract and must present or show evidence of the following prior to travel or boarding the Vessels (or if traveling overseas, the aircraft):

- (a) Documentation of current physical examination with a statement certifying fitness for duty in accordance with the requirements of the MSC Contract;
- (b) Immunization record;
- (c) Sufficient prescribed medications and prescription glasses;
- (d) The medical history form provided by PCS; and
- (e) Any other documentation required by the MSC.

Personnel not in possession of the above items will not be permitted to travel to or board the Vessel or aircraft and shall not be entitled to transportation reimbursement thereto or therefrom. The Company and the Union shall assist Unlicensed Personnel in the acquisition, reproduction, and maintenance of these records.

Maintenance shall be paid at the rate of \$16 per day. To help resolve disputes more quickly relating to an Unlicensed Personnel's entitlement to maintenance and/or cure, the Company will have the right to require an Unlicensed Personnel to undergo an independent medical exam whenever an "Unfit for Duty" slip is issued by a doctor, or in the event of a claim by the seaman.

**Section 7. Immunizations**

Unlicensed Personnel who are embarked on the Vessels subject to this contract in FOS shall have received current immunizations in accordance with BUMEDINST 6230.15 Series, as amended, prior to assignment to the Vessels. Unlicensed Personnel must also be in compliance with the requirements stated in Sections C-1.4.6.3 through 1.4.6.6.

In addition to the foregoing, at any time during the period of the MSC Contract and any options or extensions hereto, COMSC may establish, through written policies of directive, immunization programs for civil service mariners, which shall apply with the same force and effect under this MOU to Unlicensed Personnel, unless specified otherwise. All Unlicensed personnel shall comply with all such immunization programs. Upon request each Unlicensed Personnel shall provide the Company with information pertaining to his or her immunization status when necessary for the Company to meet its requirements under Sections C1.4.6.3 through C-1.4.6.6 of the RFP.

The Company shall be entitled to remove from any of the Vessels any Unlicensed Personnel who refuses to comply with or is ineligible for such a supplemental immunization(s), and any such person shall not be eligible for future employment onboard any of the Vessels. Such removal shall occur as soon as possible, but not later than the next port call, unless authorized by the Contracting Officer, and the Company shall be entitled to replace that Unlicensed Personnel with personnel who have the required immunization. Any removal and replacement of personnel pursuant to this clause shall be solely at the Unlicensed Personnel's expense if the Unlicensed Personnel refuses to take the immunization or is deemed ineligible; provided, however, that if an Unlicensed Crewmember is declared ineligible for a supplemental immunization due to a condition that both (a) was required to be disclosed as part of the MSC physical and (b) was actually disclosed by the Unlicensed Crewmember, then the cost of repatriation shall be for the Company's account.

**Section 8. Training, Drills & Exercises**

Unlicensed Personnel shall at their expense obtain and maintain all STCW training (section C-1.8.1 of the RFP) and all training covered by section-1.8 of the RFP. The cost of all other Government required training shall be reimbursed to the Unlicensed personnel or to their training plan, provided it is reimbursable by the Government under the MSC Contract (for example MSC training described in section C-1.8.2). Required training is stated in the RFP at Section C-1.8.1.a. Training will only be reimbursed after an Unlicensed Personnel completes a standard tour onboard a ship under this MOU, per Section C-1.8.2 of the RFP. Unlicensed personnel shall become familiar with and participate in the Company's Quality Management Programs (ISO/ISM/SQMS). Unlicensed personnel shall par-

ticipate in all drills specified in the MSC Contract, and in all training reasonably necessary for the effective implementation and maintenance of the Company's safety and quality management systems and for security of the Vessels.

**Section 9. Crew Requirements and Duties**

(a) Duties.

Members of all departments shall perform the necessary duties for the continuance of the operation of the Vessel as set forth in the MSC Contract, to ensure continuity of maintenance and repair and that the equipment is well preserved and in a high state of readiness at all times. Work schedules for each Unlicensed Personnel shall be consistent with the Vessel's mission and the terms and conditions of this MOU. Duties aboard ROS ship may differ significantly from standard mariner operations.

Members of the Deck Department may be assigned to any maintenance work outside of the engine room spaces if qualified to perform the specific work assigned to them.

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

The Unlicensed Personnel agree to obey the lawful orders emanating from the Secretary of the Navy, Secretary of Defense, and/or President of the United States in all cases relating to unusual emergency, natural disasters, contingency, mobilization and/or war.

Nothing contained in this MOU is intended to limit the authority of the Master and/or ship's officers to ensure the obedience of the Unlicensed personnel to any lawful order.

(b) Uniforms and Appearance.

The appearance, dress and behavior of the crew shall be a credit to the U.S. Naval status of these Vessels pursuant to the provisions of the RFP. If Unlicensed personnel are required to wear uniform, the cost shall be for the company's account.

(c) Personal Emergencies.

Personal emergencies arising while a Vessel is operationally employed will not be considered justification for aborting the mission or otherwise calling on any port solely to accommodate the emergency. The appropriate course of action for handling medical emergencies at sea will be decided on a case-by-case basis by the Master and/or the Medical Person in Charge in consultation with the Operational Commander.

(d) Email.

All email and other message traffic will be handled via the Navy's communications systems, and the operation of the Vessels may be classified. Therefore, certain types of information and transmissions will be prohibited, and all communications must be appropriate in all respects for transmission via those systems. Additionally, there will be time when no personal communications may be transmitted from the Vessels. Crewmember communications may be monitored by the Government or the Company without further notice.

(e) Prohibited Substances.

The Company is required to maintain a drug/alcohol free environment aboard the Vessels in accordance with the MSC Contract. The introduction, possession, or use of alcoholic beverages by any person onboard these ships is prohibited, as stated in section C-3.18 of the RFP. Similarly, the introduction, possession or use of narcotics, controlled substances, marijuana, or substances containing narcotics, or paraphernalia which are used to administer, dispense, or carry narcotics, except for authorized medical purposes, is prohibited onboard these ships, as stated in section C-3-20. Each crewmember shall comply with all Government regulations relating to alcohol or substance abuse.

(f) Smoking Policy

The smoking policy shall be in accordance with section C-3.21 of the RFP. There shall be no smoking in or on the Vessels except in areas specifically designated as smoking areas by the Master.

(g) Riding Crews.

The company shall have the option of employing Unlicensed Personnel as members of a "riding crew" consisting of such ratings as it deems necessary to conduct a viable maintenance and repair program aboard its Vessels.

(h) Weapons.

Unlicensed Personnel are not allowed to bring firearms on board the Vessels, and knives with blades of six inches in length are not allowed.

(i) Ship Smartness.

The ships to be operated under this contract are public vessels of the United States. Material conditions, personal appearance, discipline, customs and usage should all be maintained at a sufficiently high standard that the conduct of the operation of these ships will not bring criticism or discredit upon the United States.

At all times, the Vessel shall meet the highest possible standards of appearance and vessel smartness through a continuous program of vessel maintenance in accordance with COMSCINT 3120.16 Series.

Additionally, all living spaces, staterooms, passageways, and stairwells shall be maintained in a clean and sanitary condition.

The Company shall make arrangements to procure and maintain necessary Ship Sanitation Control Certificates.

**Section 10. Travel**

Unlicensed Personnel traveling to and from a Vessel by air will be expected to travel on military aircraft if such aircraft are made available for that purpose. If travel is via commercial aircraft, transportation and lodging shall be provided in accordance with the Federal Travel Regulations, Joint Travel Regulation (JTR), and Standardized Regulations. All air travel shall be economy class. There will be no reimbursement without proper and complete receipts.

Return transportation, when payable, shall be to the location from which the crewmember received transportation to join the vessel unless the crewmember requests and the Company approves an alternative location. The company shall not be required to pay the travel expenses of a crewmember who is discharged for cause, departs a Vessel without a discharge or fails to join a Vessel.

When sent from one Vessel to another or from one port to another in the course of employment, the crewmember shall be paid regular wages and provided transportation and lodging in accordance with the JTR at the highest rates afforded civilian personnel for the area. Except for the foregoing, there shall be no payment of wages or benefits for travel days.

**Section 11. Launch Service and Shore Leave**

The Master shall provide launch service only when safe conditions warrant it.

While the Vessel is in port, selected Unlicensed Deck personnel may be required to serve as a "gangway watch," with or without firearms. Such unlicensed personnel shall comply with the Government's security requirement and procedures in regard to performance of their duties as gangway watchmen. While serving as a gangway watchmen, unlicensed personnel shall receive the same compensation as if performing any customary watchstanding duty.

Due to the operational requirements of these Vessels whereby they may operate in remote and hostile environments, it is recognized that there may be instances whereby Vessel personnel may be restricted from shore leave by local civilian/military government authorities or the local Military Sealift Command on-site representative. When docked at a military facility, crewmembers are subject to base regulations.

If the crew is to be restricted to the Vessel, the Master shall post timely notice of this in a public location. This notice shall state the reason for restriction and the government agency that required it. Masters shall make an entry in the Vessel's log.

**Section 12. Benefits Plans**

It is agreed that the Company will remain a party to the benefit plans of the Union.

There shall not be any duplication of contributions for days when there is an overlap between an Unlicensed Personnel relieving another Unlicensed Personnel.

**Section 13. No Work Stoppages or Lockouts**

Because the Union recognizes that it may cause irreparable harm to the United States if the Vessel is

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delayed, hindered or prevented from performing its mission, the Union agrees that there shall be no work stoppages of any type including but not limited to: strikes, sympathy strikes, boycotts, slowdowns, sickouts, picketing, protests against unfair labor practices or contract violations, social or political protest or any other protest even though the underlying dispute does not concern the parties herein, or any other interruption or interference with work aboard the Vessel for any cause or reason whatsoever even though not expressly included herein; the company agrees that there shall be no lockouts due to any dispute with the union.

The Company will notify the Union, and the Union shall notify the company of any such occurrence mentioned about by any form of communication whatsoever.

Upon notification of an attempt to induce a violation or of an actual violation of the provisions of this Section by any one or more of the Unlicensed Personnel, the Union shall publicly disavow such action and instruct the Unlicensed Personnel engaged in such activity to forthwith end such attempt or actual violation and return to work immediately, failing which the Company shall discharge forthwith the Unlicensed Personnel engaged in inducing or participating in any such violation and replacing same. Any member of the Unlicensed personnel so discharged shall have no recourse again the company.

Whenever it is claimed that the Company or the Union has violated this section, either party may notify an impartial arbitrator in writing, by mail or by hand-delivery. A copy of such notice shall be sent or delivered simultaneously to the part who is alleged to have violated this section. The claim shall be submitted to arbitration no later than twenty-four (24) hours after receipt by the impartial arbitration, and his award shall be issued no later than the twelve (12) hours after conclusion of the hearing. If the impartial arbitrator cannot, for any reason, conduct the hearing with the aforementioned twenty-four (24) hour period, the parties shall designate another person to act as arbitrator.

**Section 14. Grievance Committee**

The Union and PCS shall endeavor to resolve any disputes relating to the interpretation or performance of this MOU without resort to arbitration.

Any labor dispute that cannot be resolve through the normal grievance procedure shall be subject to final and binding arbitration.

For the adjustment of any grievances arising in connection with performance of this MOU which cannot be satisfactorily adjusted on board the Vessel there shall be established a Grievance Committee, which shall meet at a mutually agreed location. The Grievance Committee shall consist of two (2) representatives for the Union and two (2) representatives from the Company, and it shall be the duty of the Grievance Committee to meet within five (5) days of being notified of an unresolve grievance, Saturdays, Sundays and Holidays excluded. In the event the Grievance Committee cannot agree, the dispute shall be submitted to final and binding arbitration before an arbitrator mutually selected by the Union and the Company.

In the event the Union and the company cannot agree on the selection of an Impartial Arbitrator, then the Parties will select and Arbitrator pursuant to the procedures of the American Arbitration Association.

Expenses of an Arbitrator shall be split. Each party shall pay its own attorney fees.

All shipboard grievances must be filed by the Unlicensed Crewmember or his designated representative at the time of pay-off, or if incapacitate, within fifteen (15) days of pay-off (Saturdays, Sundays and Holidays excluded).

**Section 15. No Discrimination**

The company agrees not to discriminate against any member of the Union for legitimate union activities, and such Company further agrees that no person shall be discriminated against because of race, creed, color, sex, age, national or geographic origin, or status as a Vietnam veteran, when same is required by Federal regulation. The Company agrees that it shall not unlawfully discriminate against employees on the basis of a physical or mental disability. The Union agrees that employees dispatched from the hiring hall will be qualified to perform shipboard duties in accordance with the MCS Contract.

**Section 16. Separability**

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

**Section 17. Duration**

The term of this MOU shall commence upon the commencement of the MSC Contract and shall remain in effect for the term of the MSC Contract, including and any extensions, provided that this MOU shall terminate upon the termination or expiration for any reason of the MSC Contract. If the MSC Contract is extended beyond its initial term (including extensions provided for the RFP), the wage and benefit rates applicable to the final year shall remain in effect for the remainder of the extended term of the MSC Contract. In the event the MSC Contract is terminated, the Company shall notify the Union in writing of such termination within fifteen (15) days.

The parties agree that, to the maximum extent permitted by law, no obligations on the part of PCS created by this MOU shall carry forward or in any way extend beyond the termination of the MOU, with the sole exception of benefits earned prior to the termination of this MOU.

Except as specially provide for herein, the work rules and employment conditions shall conform with the customary and traditional jurisdiction working environment.

**Patriot Contract Services, LLC**

/s/ Boriانا Farrar

**Sailors' Union of the Pacific**

/s/ Dave Connolly

**Marine Firemen's Union**

/s/ Anthony Poplawski

**Seafarers' International Union, Atlantic, Gulf, Lakes and Inland Waters, AFLCIO**

/s/

**APPENDIX 2**

to the

**PATRIOT CONTRACT SERVICES – SIU PACIFIC DISTRICT**

**Memorandum of Understanding on the Operation and Maintenance of the USNS Seay and the USNS Ptilaau - Solicitation No. N3220522R4119 (Applicable to the Marine Firemen's Union)**

**1. MANNING**

a. The following unlicensed engine department ratings may be dispatched to the vessel:

1. QMED – Electrician
2. QMED – Oiler
3. Wiper

**2. WAGES AND BENEFITS – FULL OPERATING STATUS (FOS)**

a. FOS wage and wage-related items (effective start of contract, 2023):

Rating	Base Wage Monthly	Base Wage Daily	Base Benefit Monthly	Base Benefit Daily	Suppl. Wage Daily	Overtime Rate Hourly
QMED – Electrician	10,003.03	333.43	7,281.56	242.72	150.49	35.84
QMED – Oiler	7,267.22	242.24	5,290.02	176.33	109.33	26.03
Wiper	5,864.96	195.50	4,273.74	142.46	88.32	20.96

b. All ratings shall receive sixteen (16) days of supplemental benefit wages for each thirty (30) days worked, or pro rata. In order to provide such benefit, the Company contribution rate shall be sixty-two percent (62%) of the Daily Base Benefit Wage.

c. Overtime shall be paid for all hours worked in excess of eight (8) hours on Monday through Sunday, and for all hours worked on Holidays.

d. The FOS SIU-PD manday contributions for each rating shall be as follows:

Rating	SIU-PD Pension Plan Daily	SIU-PD Suppl. Wage Admin Daily
QMED - Electrician	20.00	2.12
QMED - Oiler	20.00	2.12
Wiper	20.00	2.12

e. The FOS MFOW manday contributions for each rating shall be as follows:

Rating	Welfare Fund Daily	Money Purchase Daily	Suppl. Pension Daily	Training Plan Daily	JEC Daily
QMED – Electrician	75.00	30.00	4.50	10.11	15.00
QMED – Oiler	75.00	30.00	4.50	6.79	15.00
Wiper	75.00	30.00	4.50	5.11	15.00

**3. WAGES AND BENEFITS – REDUCED OPERATING STATUS (ROS)**

a. ROS wage and wage-related items (effective start of contract, 2023):

Rating	Base Wage Weekly	Base Wage Daily	Suppl. Wage Daily	Overtime Rate Hourly
QMED – Electrician	1,765.40	252.20	60.53	35.84
QMED – Oiler	1,282.40	183.20	43.97	26.03
Wiper	1,053.71	150.53	36.13	20.96

b. All ratings shall receive six (6.0) days of supplemental wages for each thirty (30) days employed in ROS, or pro rata, and shall be paid directly by the Company. In order to provide such benefit, the Company contribution rate shall be twenty-four percent (24%) of the Daily Base Wage.

c. Overtime shall be paid for all hours worked in excess of eight (8) hours on any day, and for all hours worked on Saturdays, Sundays, and Holidays.

d. The ROS SIU-PD manday contributions for each rating shall be as follows:

Rating	SIU-PD Pension Plan Daily	SIU-PD Suppl. Wage Admin Daily
QMED – Electrician	20.00	0.00
QMED – Oiler	20.00	0.00
Wiper	20.00	0.00

e. The ROS MFOW manday contributions for each rating shall be as follows:

Rating	Welfare Fund Daily	Money Purchase Daily	Suppl. Pension Daily	Training Plan Daily	JEC Daily
QMED – Electrician	75.00	30.00	4.50	12.71	15.00
QMED – Oiler	75.00	30.00	4.50	9.27	15.00
Wiper	75.00	30.00	4.50	7.63	15.00

**4. WAGE INCREASES**

The following increases shall apply:

- a. There shall be a two percent (2%) increase in Total Labor Cost on the first anniversary date of the agreement.
- b. There shall be a two percent (2%) increase in Total Labor Cost on the second anniversary date of the agreement.
- c. There shall be a three percent (3%) increase in Total Labor Cost on the third anniversary date of the agreement.
- d. There shall be a three percent (3%) increase in Total Labor Cost on the fourth anniversary date of the agreement.

**5. RIGHT TO REALLOCATE**

a. The Union shall reserve the right to reallocate the above Total Labor Cost increases to wage and wage-related items and/or fringe benefit plans.

**6. WORK RULES FOR THE QMED – ELECTRICIAN**

a. The QMED – Electrician responsible for maintaining and repairing the ship's electrical system, machinery and equipment. This includes but is not limited to the ship's service generators, emergency generators, main and auxiliary switchboards, emergency switchboards, lighting and power distribution panels, power and control transformers, motor controllers, dial telephone and sound powered phone systems, IMC and associated loudspeaker and hailing systems, internal and external lighting circuits, general alarm systems and batteries, ground detection systems, metering and monitoring circuits and the various electric motors found onboard.

b. The QMED – Electrician shall not be assigned general cleaning, polishing and painting duties (Wiper's work) without the payment of overtime.

**7. WORK RULES FOR THE QMED – OILER**

a. The QMED – Oiler shall perform all work necessary, including maintenance and repairs, for the safe and proper operation of the vessel under the direction of the Engineer in charge.

b. The QMED – Oiler may be assigned up to three hours per day (between 8:00 a.m. and 5:00 p.m.) general cleaning, polishing and painting duties without the payment of overtime.

**8. WORK RULES FOR THE WIPER**

a. The Wiper shall conduct general housekeeping (cleaning, polishing and painting) throughout the engineering spaces.

b. The Wiper shall be assigned the regular sanitary duties to clean unlicensed engine room quarters as part of his station.

c. The Wiper shall assist in fuel oil, lube and slop transfers.

d. The Wiper may also be required to work as helpers in doing general maintenance work under the supervision of the Engineers, Electricians and Oilers.

**9. MANNED ENGINE ROOM**

a. When required to stand watches (manned engine room) the watch rotation shall meet the standard of four hours on and eight hours off.

b. Watchstanders shall make rounds on engines and auxiliaries, and monitor temperatures, pressures and other parameters to ensure machinery is operated within safe, standard industry practice.

c. Watchstanders shall not be assigned cleaning, station work or other duties while on watch. However, they shall be required to perform the work necessary to leave safe working conditions for their relief.

**For Patriot Contract Services**

/s/ Boriانا Farrar

**For Marine Firemen's Union**

/s/ Anthony Poplawski

# MEMORANDUM OF UNDERSTANDING

## Patriot Contract Services LLC – Seafarers International Union – Pacific District

This Memorandum of Understanding (hereinafter this “MOU”) is made as of September 5, 2023, between American Ship Management LLC (“ASM”), fully owned subsidiary of Patriot Contract Services LLC (hereafter the “Company”), and the Seafarers International Union – Pacific District (“SIU-PD” or the “Union”), which Union is composed of the Sailors’ Union of the Pacific (“SUP”), Marine Firemen’s Union (“MFOW”) and the Seafarers International Union – Atlantic, Gulf, Lakes and Inland Waters (“SIU-AGLIW”) regarding the terms and conditions of employment for the operation and maintenance of the M/T ALLIED PACIFIC, (the “Vessel”) as a result of RFP N3220522R5433 (hereinafter the RFP).

WHEREAS, the Company intends to be a subcontractor to a prime contractor which has been awarded the above-mentioned RFP.

WHEREAS, the parties desire to have an agreement in place on the terms and conditions governing the employment of members of the Union on the Vessel;

NOW, THEREFORE, the parties hereto agree as follows:

### Section 1. Agreement

This MOU shall continue in full force and effect from September 5, 2023, through October 5, 2028, and duration of the RFP and any extensions thereof, and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to terminate the MOU, of which shall be given at least sixty (60) days, but not sooner than ninety (90) days, prior to the expiration or anniversary date. Unless otherwise expressly indicated, the effective date of this MOU shall be September 5, 2023.

The terms of the RFP will be specially incorporated herein.

This MOU applies to all Deck, Engine and Steward department unlicensed personnel hereinafter employed aboard the Vessel. Such crewmembers, unless otherwise indicated, shall be referred to herein as “Unlicensed Personnel.”

The Company recognizes the Union as the sole representative of the Unlicensed Personnel for the purpose of collective bargaining.

If there is a conflict or inconsistency between this MOU and any portions of a preexisting collective bargaining agreement, memorandum of understanding or arbitration award that has been made applicable to this work, this MOU shall govern.

### Section 2. Employment

#### (a) Right of Selection

The company shall have the right of selection for all applicants for unlicensed positions.

#### (b) Qualifications

All Unlicensed Personnel shall be trained, qualified, vetted, and medically, dentally and psychologically fit consistent with the Vessel’s service and projected areas of operation in accordance with U.S. Coast Guard regulations as administered by the Seafarer’s Medical Center. All Unlicensed Personnel shall be U.S. citizens holding valid passports for the full length of the assignment. All Unlicensed Personnel shall possess U.S. Coast Guard seaman documents and STCW endorsements and all other papers required to occupy their position. The Unlicensed Personnel must be literate in English. All Unlicensed Personnel shall have a valid Transportation Worker Identification Credential (TWIC) for the full length of the assignment.

#### (c) Tour of Duty

Unlicensed Personnel accepting employment on the Vessel shall work for a minimum of four (4) months but no more than six months (6) without a relief, subject to the operational requirements or unless they are reassigned, or their services are terminated at an earlier date by the Company. If the Vessel is assigned to domestic service Unlicensed Personnel shall work for a minimum of three (3) months on but no more than four (4) months without a relief subject to operational requirements. Except in case of family emergency such as the death of an immediate family member (mother, father, brother, sister, daughter, son, in-laws of foregoing, grandparents/children), the Company shall not be required to pay travel expenses for a crewmember who voluntarily quits the Vessel prior to the expiration of the dispatch period.

No crew member shall depart the Vessel without being properly relieved, unless specifically authorized to do so by the Master before the arrival of such relief.

#### (d) Hours of Work and Overtime

The Able Seafarers (ABs) shall be watchstanders in port and at sea. When necessary, overtime work may be required. The QMED - Pumpman shall be a day worker, working under the authority of the 1st Assistant Engineer for normal maintenance and under the Chief Officer for cargo operations. The QMED - Oilers shall be watchstanders or dayworkers, depending on the operational requirements of the Vessel. Steward department personnel shall be dayworkers and work eight (8) hours in a spread of twelve (12) hours beginning at 0600 and ending at 1800.

Overtime shall be paid at the rates stated in the Appendices for all hours worked in excess of eight (8) hours on any day, and for day workers, all hours worked on Saturdays, Sundays, and Holidays. The parties acknowledge that the vessel’s schedule will be such that it may workday and/or night.

Overtime work shall be in accordance with the requirements for the Vessel as determined by the Master, and there is no guaranteed amount of overtime. Overtime shall be paid in one half-hour increments after the first full hour.

When the Vessel is in port the Company may put Unlicensed Personnel on a watch rotation, such that the watch will be compensated at the normal daily rate and any other hours will be paid at the overtime rate.

#### (e) Employment Status and Discharge

All Unlicensed Personnel shall be considered probationary employees for the first sixty (60) days of their initial employment on Vessel. During this probationary period, employment may be terminated by the Company. If employment is terminated during the probationary period, there shall be no recourse through the grievance procedure. All Unlicensed Personnel shall be subject to corrective action as may be required under the principles of just cause and progressive discipline.

A crewmember who is discharged for cause shall be given, at the time of payoff, a written statement advising of the discharge, and a detailed explanation of the reason for the discharge.

#### (f) Crew Rotation

The parties agree to work together to minimize turnover among the Vessel’s Unlicensed Crewmembers. The company and the Union agree to work together to identify and dispatch mariners who are qualified to be assigned to this Vessel, and they shall seek to augment that qualified list as appropriate to ensure timely filling of all positions. The Company shall have the right to stagger the times at which Unlicensed Personnel are relieved, and the Company shall have the right to require that an Unlicensed Crewmember stay on the Vessel longer than his assignment or depart the Vessel at the end of his assignment to meet continuity goals.

All Unlicensed Personnel shall be permitted to return to work after period of vacation, sick leave, or other authorized leaves, mutually agreed to by the Union and the Company, including time spent in training.

\*Entry rated personnel after having attained enough sea time to upgrade for a rating in their particular department shall not be able to maintain a permanent entry position.

The Company shall have the right to transfer or promote qualified Unlicensed Personnel with the agreement of the Union aboard ship and transfer of Unlicensed Personnel from one department to another but shall only be permitted if agreed to by the crewmember involved, and such transfer is necessary for the efficient operation of the Vessel.

#### (g) Crew Size

The Company anticipates crewing the Vessel with the number and ratings of Unlicensed Personnel shown on the attached Appendices. However, the Company shall have the right at any time to modify the Vessel’s manning, either to add positions or reduce positions as it deems necessary to meet the requirements of the Vessel’s mission efficiently; provided that the manning shall never be reduced below the level required by the Vessel’s Certificate of Inspection.

#### (h) Failure to Provide Unlicensed Personnel

If the Union is unable to provide acceptable and qualified Unlicensed Personnel within a reasonable time, or in any event in time to avoid a potential delay in the operation of the Vessel or a penalty to the Company, the Company may obtain the required ratings from whatever source is available, including another union. In that situation, the benefit contribution associated with the work done by such replacement personnel shall be paid to the union that provided the replacement personnel rather than to the union that was unable to supply the required personnel.

#### (i) Shipping Articles

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

### Section 3. Exclusions

Without limiting the provisions of Section 1 of this MOU, the following provisions of the Agreement (however entitled) shall explicitly be deemed waived and have no application to this MOU:

- Sales and Transfers
- Severance
- Delayed Sailings
- Restriction to Ship\*
- Penalty work

\*Note: If shore leave is permitted by foreign or local governments, or other competent and authorized regulatory agency, including but not limited to MSC, any such restrictions after arrival extending beyond a 24-hour period beginning at 0800 and ending at 0759 the following day shall receive four (4) hours of overtime as compensation.

### Section 4. Union Membership

#### (a) Joining the Union

All Unlicensed Personnel who are not members of the Union at the commencement of their employment must become and remain a member in good standing or agency fee payer on the thirty-first (31st) day of employment as a condition of continued employment, unless the individual has been hired as a result of the union failing to provide qualified crewmembers and the individual is a member of another union.

All Unlicensed Personnel who are presently or become members of the union or up to date agency fee payers shall be required to remain members or agency fee payers during the term of this MOU as a condition of continued employment, provided, however, that the company has no obligation to take action under this Section until first notified by the Union that any of its unlicensed crew has lost his membership or is not up to date in payment of the payment of agency fee and that such crewmember has been afforded an opportunity to regain his membership.

Notwithstanding the requirements of this Subsection (a), the Company shall not be required to discharge any employee prior to the completion of the term of his shipboard employment.

If the company at the Union’s request terminates or takes action against an unlicensed crewmember as a result of his failure to remain in good standing with the union or up to date agency fee payer, the Union will hold harmless, defend and indemnify the Company for any losses, expenses, claims, suits, actions and/or legal fees which the company may incur in connection with terminating and/or taking such other action against the employee.

#### (b) Dues Deduction

The Company will deduct basic dues or applicable agency or service fees from the employees’ paycheck, but will not deduct initiation fees, special assessments, fines, or any other Union deductions, except for dues or applicable agency or service fees as aforementioned. The Union will defend and hold the company harmless against any claims made and against any suit instituted against the Company on account of payroll deductions of Union dues or applicable service fees. Union members or agency fee payers shall pay their dues or applicable service fees through a payroll deduction or directly to the Union. Union Members shall fill out the proper authorization card stating their preference. If applicable, tender of the Union’s periodic dues and initiation fees or applicable service fee uniformly required as a condition of acquiring or retaining such membership shall, for the purpose of the MOU, be considered membership in the Union.

#### (c) Passes for Union Representatives

The company agrees to issue passes to Union representatives for the purpose of contacting its members aboard the Vessel and shall arrange, if possible, for clearance at all military installations where the Vessel may be located. Union representatives agree to timely provide the company with personal data required for obtaining Government issued badges at Government facilities.

Representatives of the Union shall be allowed on board at any time during normal working hours when the Vessel is in port.

Representatives shall not interfere with crewmembers at work unless said crewmembers are properly relieved. (Such relief shall receive no extra compensation.)

### Section 5. Compensation

#### (a) Monetary Matters

There shall be an agreed upon Total Labor Cost (herein “TLC”) increase as specified in Appendix 1, 2 and 3. TLC is defined to include all rates of pay, base wages, overtime, and all other forms of compensation paid and all benefit contributions. TLC excludes feeding, transportation, overlap costs and taxes.

Additional manning, compensation and work rules shall be as specified in Appendix 1 (applicable to the SUP only), Appendix 2 (applicable to the MFOW only), and Appendix 3 (applicable to the SIU-AGLIW only). The Company shall have no obligation to pay any wages, fringe benefits contributions, benefit plan contributions or other compensation that are not expressly stated in this MOU or on Appendices 1, 2, or 3.

Wages and benefits shall commence on the day the Unlicensed Personnel actually “turns to” aboard the Vessel; provided, however, that Unlicensed Personnel, when traveling to or from original assignment or from one Company ship directly to another Company ship, shall be paid the daily base wage and full benefit plan contributions.

Unlicensed Personnel shall be entitled to War Risk Second Seaman’s coverage.

#### (b) Money Draws and Allotments

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

When United States currency is aboard, advances shall be put out the day before arrival in port.

Procedures shall be established on the Vessel on foreign or intercoastal articles whereby allotments or remittance may be made at the behest of the crewmember, not less than once every thirty (30) days if so requested by the crewmember.

#### (c) Holidays

The contracted holidays shall be as follows:

New Year’s Day	Labor Day
Martin Luther King, Jr.’s Birthday	Columbus Day
President’s Day V	Veteran’s Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day
Independence Day	

Recognized holidays shall be observed on the day proclaimed by the Federal Government, otherwise on the day that they occur or on the subsequent Monday if occurrence is on a Saturday or Sunday.

### Section 6. Physical Condition

The Union shall supply medically fit personnel in accordance Coast Guard regulations.

Unlicensed Personnel joining the Vessel shall comply with all medical requirements of the Agreement

*Continued on page 9*



Continued from page 8

and the Union's Shipping Rules and must present or show evidence of the following prior to travel or boarding the Vessel (or, if traveling overseas, the aircraft):

Documentation of current physical examination with a statement certifying fitness for duty in accordance with requirements of Coast Guard regulation.

- Immunization record (if required);
- Sufficient prescribed medications for the duration of the crewmember's assignment to the vessel and prescription glasses; and
- The medical history form provided by the Company.

Personnel not in possession of the above items will not be permitted to travel to or board the Vessel or aircraft. The company and the Union shall assist Unlicensed Personnel in the acquisition, reproduction, and maintenance of these records.

Maintenance and cure shall be paid at the rate of \$16 per day.

**Section 7. Training, Drills & Exercises**

Unlicensed Personnel shall at their expense obtain and maintain all STCW training and other training required by federal or state regulations. Unlicensed Personnel shall become familiar with and participate in the company Quality Management Programs (ISO/ISM/SQMS). Unlicensed Personnel shall participate in all drills required, and in all training reasonably necessary for the effective implementation and maintenance of the Company's safety and quality management systems and for security of the Vessel.

**Section 8. Crew Requirements and Duties**

(a) Duties

Members of all departments shall perform the necessary duties for the continuance of the operations of the Vessel, to ensure continuity of maintenance and repair and that the equipment is well preserved and in a high state of readiness at all times. Work schedules for each Unlicensed Personnel shall be consistent with the Vessel's service and the terms and condition of the MOU. Duties aboard the Vessel may differ significantly from standard mariner operations.

Members of the Deck department may be assigned to do any maintenance work outside of the engine room space if qualified to perform the specific work assigned to them.

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

Nothing contained in the MOU is intended to limit the authority of the Master and/or ship's officers to ensure the obedience of the Unlicensed Personnel to any lawful order.

(b) Uniforms and Appearance

The appearance, dress and behavior of the crew shall be a credit to the Company. If Unlicensed Personnel are required to wear uniforms, the cost shall be for the Company's account.

(c) Personal Emergencies

Personal emergencies arising while the Vessel is operationally employed will not be considered justification for aborting the mission or otherwise calling on any port solely to accommodate the emergency. The appropriate course of action for handling medical emergencies at sea will be decided on a case-by-case basis by the Master in consultation with the Owner and medical services ashore.

(d) Prohibited Substances

The Company will maintain a drug/alcohol free environment aboard the Vessel. The introduction, possession or use of alcoholic beverages by any person onboard these ships is prohibited. Similarly, the introduction, possession or use of narcotics, controlled substances, marijuana, or substances containing narcotics, or paraphernalia which are used to administer, dispense or carry narcotics, except for authorized medical purposes, is prohibited onboard these ships. Each crewmember shall comply with all Government regulations as well as Company policy and rules relating to alcohol or substance abuse.

(e) Smoking Policy

There shall be no smoking in or on the Vessel except in areas specifically designated as smoking areas by the Master.

(f) Riding Crews

The company shall have the option of employing Union Unlicensed Personnel as members of a "riding crew" consisting of such ratings as it deems necessary to conduct a viable maintenance and repair program aboard the Vessel.

(g) Weapons

Unlicensed Personnel are not allowed to bring firearms on board the Vessel, and knives with blades over six inches in length are not allowed.

(h) Ship Smartness

All living spaces, staterooms, passageways, and stairwells shall be maintained in a clean and sanitary condition.

**Section 9. Travel**

All air travel shall be economy class. There will be no reimbursement of any expenses without proper and complete receipts.

Return transportation, when payable, shall be to the location from which the crewmember received transportation to join the vessel unless the crewmember requests and the Company approves an alternate location. The Company shall not be required to pay the travel expenses of a crewmember who departs the Vessel without a discharge or fails to join the Vessel.

When sent from one vessel to another or from one port to another in the course of employment, the crewmember shall be paid regular wages and provided transportation and lodging, if required. Except for the forgoing, there shall be no payment of wages or benefits for travel days.

For a maximum of one (1) day travel joining and departing the vessel or when sent from one vessel to another or from one port to another in the course of employment, the crewmember shall be paid regular wages, and provided transportation and lodging, if required. Except for the forgoing, there shall be no payment of wages or benefits for additional travel days.

**Section 10. Launch Service and Shore Leave**

Launch service will be provided as required and only when safe conditions warrant.

While the Vessel is in port, selected Unlicensed Deck Personnel may be required to serve as a 'gangway watch'. While serving as gangway watchmen Unlicensed Personnel shall receive the same compensation as if performing any customary watchstanding duty.

**Section 11. Benefits Plans**

It is agreed that the Company will remain a party to the benefit plans of the Union.

There shall not be any duplication of contributions for days when there is an overlap between an Unlicensed Personnel relieving another Unlicensed Personnel, except as otherwise provided herein.

**Section 12. No Work Stoppages or Lockouts**

The Union agrees that there shall be no work stoppage of any type including but not limited to: strikes, sympathy strikes, boycotts, slowdowns, sickouts, picketing, protests against unfair labor practices or contact violations, social or political protests or any other protest even though the underlying dispute does not concern the parties herein, or any other interruption or interference with work aboard the Vessel for any cause or reason whatsoever even though not expressly include herein, the company agrees that there shall be no lockouts due to any dispute with Union.

The company will notify the Union, and the Union shall notify the company of any such occurrence mentioned above by any form of communication whatsoever.

Upon notification of an attempt to induce a violation or of an actual violation of the provisions of this Section by any one or more of the Unlicensed Personnel, the Union shall publicly disavow such action and instruct the Unlicensed Personnel engaged in such activity to forthwith end such attempt of actual violation and return to work immediately, failing which the Company shall discharge forthwith the Unlicensed Personnel engaged in inducing or participating in any such violation and replacing same. Any member of the Unlicensed Personnel so discharged shall have no recourse against the Company.

Whenever it is claimed that the Company or the Union has violated this section, either party may notify

an impartial arbitrator in writing, by mail or by hand-delivery. A copy of such notice shall be sent or delivered simultaneously to the party who is alleged to have violated this section. This claim shall be submitted to arbitration no later than twenty-four (24) hours after receipt by the impartial arbitrator, and his award shall be issued no later than twelve (12) hours after conclusion of the hearing. If the impartial arbitrator cannot, for any reason conduct the hearing within the aforementioned twenty-four (24) hour period, the parties shall designate another person to act as arbitrator.

**Section 13. Grievance Committee**

The Union and the Company shall endeavor to resolve any disputes relating to the interpretation or performance of the MOU without resort to arbitration.

Any labor dispute that cannot be resolved through the normal grievance procedure shall be subject to final and binding arbitration.

For the adjustment of any grievances arising in connection with performance of this MOU which cannot be satisfactorily resolved onboard the Vessel there shall be established a Grievance Committee, which shall meet at a mutually agreed location. The Grievance Committee shall meet within five (5) days of being notified of an unresolved grievance, Saturdays, Sundays and holidays excluded. In the event the Grievance Committee cannot agree, the dispute shall be submitted to final and binding arbitration before an arbitrator mutually selected by the Union and the Company.

In the event the Union and the Company cannot agree on the selection of an Impartial Arbitrator, then the Parties will select an Arbitrator pursuant to the procedures for the American Arbitration Association.

Expenses of an arbitrator shall be split. Each party shall pay its own attorney's fees.

All shipboard grievances must be filed by the unlicensed crewmember or his designated representative at the time of pay-off, or if incapacitated, within fifteen (15) days of pay-off (Saturdays, Sundays and Holidays excluded).

**Section 14. No Discrimination**

The company agrees not to discriminate against any member of the Union for legitimate union activities, and such Company further agrees that no person shall be discriminated against because of race, creed color, sex, age national or geographic origin, or status as a Vietnam veteran, when the same is required by Federal regulation. The company agrees that it shall not unlawfully discriminate against employees on the basis of a physical or mental disability. The Union agrees that employees dispatched from the hiring halls will be qualified to perform shipboard duties in accordance with the MOU.

**Section 15. Separability**

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

**Section 16. Duration**

The parties agree that, to the maximum extent permitted by law, no obligations on the part of the Company created by this MOU shall carry forward or in any way extend beyond the termination of this MOU, with the sole exception of benefits earned prior to the termination of this MOU.

Except as specially provided for herein, the work rules and employment conditions shall conform with the customary and traditional jurisdiction working environment.

**For ASM/Patriot Contract Services LLC:**

/s/ Boriana Farrar

**For Sailors' Union of the Pacific**

/s/ Dave Connolly

**For Marine Firemen's Union**

/s/ Anthony Poplawski

**SIU – Atlantic, Gulf, Lakes, Inland Waters**

/s/

**APPENDIX 2**

**to the**

**American Ship Management LLC/Patriot Contract Services LLC –**

**SIU PACIFIC DISTRICT Memorandum of Understanding**

**on the**

**Operation and Maintenance of the Commercial Tanker Allied Pacific**

**(Applicable to the Marine Firemen's Union)**

**1. MANNING**

a. Unlicensed engine department manning shall be determined by the vessel Certificate of Inspection and operational needs.

b. The following unlicensed engine department ratings may be dispatched to the vessel:

QMED – Electrician/Oiler

QMED – Pumpman/Oiler

QMED – Oiler/Utility

**2. WAGES AND BENEFITS – FULL OPERATING STATUS (FOS)**

a. FOS wage and wage-related items (effective start of contract, 2023):

Rating	Base Wage Monthly	Base Wage Daily	Suppl. Wage Daily	Overtime Rate Hourly
QMED – Electrician/Oiler	6,186.60	206.22	87.50	27.43
QMED – Pumpman/Oiler	5,641.68	188.06	79.78	27.67
QMED – Oiler/Utility	5,168.13	172.27	73.08	25.38

b. All ratings shall receive fourteen (14) days of supplemental benefit wages for each thirty (30) days worked, or pro rata.

c. Overtime shall be paid for all hours worked in excess of eight (8) hours on any day, and for all hours worked on Saturdays, Sundays, and Holidays.

d. The FOS SIU-PD manday contributions for each rating shall be as follows:

Rating	SIU-PD Pension Plan Daily	SIU-PD Suppl. Wage Admin Daily
QMED -Electrician/Oiler	20.00	2.12
QMED – Pumpman/Oiler	20.00	2.12
QMED – Oiler/Utility	20.00	2.12

e. The FOS MFOW manday contributions for each rating shall be as follows:

Rating	Welfare Fund Daily	Money Purchase Daily	Suppl. Pension Daily	Training Plan Daily	JEC Daily
QMED – Electrician/Oiler	70.57	30.00	4.50	1.28	6.30
QMED – Pumpman/Oiler	70.57	30.00	4.50	8.48	6.30
QMED – Oiler/Utility	70.57	30.00	4.50	14.77	6.30

Continued from page 9

3. WAGE INCREASES

a. The following increases shall apply to the Allied Pacific: There shall be a three percent (3%) increase in Total Labor Cost on the first anniversary date of the agreement. There shall be a three percent (3%) increase in Total Labor Cost on the second anniversary date of the agreement. There shall be a three percent (3%) increase in Total Labor Cost on the third anniversary date of the agreement. There shall be a three percent (3%) increase in Total Labor Cost on the fourth anniversary date of the agreement.

4. RIGHT TO REALLOCATE

a. The Union shall reserve the right to reallocate the above Total Labor Cost increases to wage and wage-related items and/or fringe benefit plans.

5. WORK RULES FOR THE QMED – ELECTRICIAN/OILER

a. The QMED – Electrician/Oiler is responsible for maintaining and repairing the ship's electrical system, machinery and equipment. This includes but is not limited to the ship's service generators, emergency generators, main and auxiliary switchboards, emergency switchboards, lighting and power distribution panels, power and control transformers, motor controllers, dial telephone and sound powered phone systems, IMC and associated loudspeaker and hailing systems, internal and external lighting circuits, general alarm systems and batteries, ground detection systems, metering and monitoring circuits and the various electric motors found onboard.

b. The QMED - Electrician/Oiler shall not be assigned general cleaning, polishing and painting duties (Wiper's work) without the payment of overtime.

6. WORK RULES FOR THE QMED – PUMPMAN/OILER

a. The QMED – Pumpman/Oiler shall perform all work necessary for the safe and proper operation of the liquid cargo transfer system. This includes but is not limited to liquid cargo transfer pumps, liquid cargo stripping pumps, liquid cargo coalescers and separators, strainers, filters, associated piping, valves, fittings and deck machinery directly related to the transfer of liquid cargo. He shall be responsible for performing routine required maintenance and repairs, such as correcting leaks, packing valves, greasing fittings, glands, bearings and reach rods.

b. The QMED - Pumpman/Oiler shall not be assigned general cleaning, polishing and painting duties (Wiper's work) without the payment of overtime.

7. WORK RULES FOR THE QMED – OILER/UTILITY

a. The QMED – Oiler/Utility shall assist in the operation, maintenance and repair of all engine room machinery. He shall perform repairs and maintenance on the potable water, and sanitary and drainage systems throughout the ship.

b. The QMED – Oiler/Utility shall conduct general housekeeping (cleaning, polishing and painting) throughout the engineering spaces.

c. The QMED – Oiler Utility shall be assigned the regular sanitary duties to clean unlicensed engine room quarters as part of his station.

8. MANNED ENGINE ROOM

a. When required to stand watches (manned engine room) the watch rotation shall meet the standard of four hours on and eight hours off.

b. Watchstanders shall make rounds on engines and auxiliaries, and monitor temperatures, pressures and other parameters to ensure machinery is operated within safe, standard industry practice.

c. Watchstanders shall not be assigned cleaning, station work or other duties while on watch. However, they shall be required to perform the work necessary to leave safe working conditions for their relief.

9. DECK DUTIES

a. All unlicensed engine department ratings shall possess the U.S. Coast Guard national rating endorsement of Ordinary Seaman.

b. If required, any of the unlicensed engine department ratings may be turned-to on deck to assist with vessel mooring and unmooring operations (tie-up and let-go only). They shall not be assigned port preparation duties, rigging or stowing of pilot ladder, or gangway operations.

For American Ship Management LLC:

/s/ Boriana Farrar

For Marine Firemen's Union:

/s/ Anthony Poplawski

# Master lock to close last U.S. plant

With record revenues reported in 2022, workers were surprised when the more than 100-year-old Master Lock announced it would close its last remaining U.S. plant, located in Milwaukee, Wisconsin. The more than 400 employees, including 330 workers represented by United Auto Workers Local 469 were told that the phased shutdown will begin in October 2023, with final operations halting by March 2024. The jobs will be sent abroad to Mexico and China, where Master Lock has manufacturing plants.

"This must have been in the works for several years at a minimum because you cannot pick up the operation we have, where we make literally millions of parts

a day, and just plop it somewhere else without a lot of work," said former UAW Local 469 President Mike Bink.

We're in the poorest area of Milwaukee, the vast majority of our people running that equipment are from Milwaukee. There aren't a lot of jobs that they can go to that will come close to replacing that income and benefit level and we're dealing with a corporation where that is just not a consideration."

The unionized workforce and local elected officials have criticized the company. UAW Region 4 director Brandon Campbell said the union is "disgusted, yet again, as another profitable corporation has decided to close the doors of a manufacturing icon in corporate America's never-ending quest for profit, without any regard for the people amassing their wealth."

Milwaukee Mayor Cavalier Johnson said he is "enormously disappointed by the impending closure of the Master Lock facility. It is a slap in the face to the hard-working Milwaukee employees."

Master Lock was founded in 1921. Its employees have been unionized since 1939. In the mid-1980s, the company employed about 1,300 workers in Milwaukee. By the 1990s, the company began outsourcing production to China and Mexico. In 2021, the company cut 61 jobs at the Milwaukee facility.



LNG tanker trucks in the Port of Long Beach refueling the MV Daniel K. Inouye.



## Guide to Entry-Level Membership in the Marine Firemen's Union

The Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association, also known as the Marine Firemen's Union, represents unlicensed merchant mariners who work in the engine department aboard a variety of ships.

The union was formed October 1883 in San Francisco, California. The founding members were firemen on Pacific Coast coal-burning steamers.

Today, the union dispatches mariners who possess the following U.S. Coast Guard ratings:

- |                    |   |
|--------------------|---|
| <u>Entry-Level</u> | <u>Qualified Member of the Engine Department (QMED)</u> |
| • Wiper            | • Oiler   |
|                    | • Junior Engineer                                       |
|                    | • Pumpman/Machinist                                     |
|                    | • Electrician/Refrigerating Engineer                    |

The union also dispatches mariners to the following non-seagoing jobs:

- Standby Wiper
- Standby Junior Engineer
- Standby Electrician/Refrigerating Engineer
- Shore Mechanic
- Special Project Shipyard Personnel

If you are not a member of the Marine Firemen's Union, you may register in person for work as a non-seniority applicant. The minimum requirements necessary to receive an application are:

- Transportation Worker Identification Credential (TWIC)
- Passport
- U.S. Merchant Mariner's Credential endorsed as Wiper (MMC)
- Initial COVID Vaccination (Pfizer, Moderna, Johnson & Johnson or Novavax)
- \* Printout of DOT-approved drug screen (within six months)
- \* STCW Two-Year Medical Certificate
- \* STCW Basic Training (BT) endorsement
- \* STCW Vessel Personnel with Designated Security Duties (VPDSD) and Security Awareness (SA) endorsements

You will not be considered for employment if you do not possess all of the above items. The approximate costs of obtaining the above documents are as follows:

Document	Location	Cost
TWIC	TWIC Application Center	\$125.00
Passport	U.S. Department of State Agency or Acceptance Facility	\$165.00
MMC	U.S. Coast Guard Regional Exam Center	\$140.00
MMC Physical Exam	Licensed Physician	\$200.00
Drug Screen	DOT-approved Drug Testing Center	\$100.00
COVID Vaccination	Various Locations	\$0.00
STCW Two-Year		
Med Cert	U.S. Coast Guard Regional Exam Center	\$0.00
STCW BT	U.S. Coast Guard-approved School	\$1,200.00
STCW VPDSD and SA	U.S. Coast Guard-approved School	\$300.00
<b>Total</b>		<b>\$2,230.00</b>

Depending on where you live, additional travel, lodging and subsistence costs may be incurred.

### The Hiring Hall

The Marine Firemen's Union dispatches members and non-seniority applicants to billets aboard vessels operated by contracted shipping companies. The union utilizes a seniority-based rotary dispatch system. The selection and eventual membership status of non-seniority applicants is determined by the union on an as needed basis.

The Marine Firemen's Union does not send or receive applications by mail. The jobs calls are held at 10:00 a.m. and 2:00 p.m., Monday through Friday, at the following hiring hall locations:

<b>San Francisco Bay Area Hiring Hall</b>	<b>Honolulu Hiring Hall</b>
Marine Firemen's Union	Marine Firemen's Union
240 Second Street	707 Alakea Street
San Francisco, CA 94105	Honolulu, HI 96813
<b>Los Angeles/Long Beach Hiring Hall</b>	<b>Puget Sound Hiring Hall</b>
Marine Firemen's Union	Sailors' Union of the Pacific
533-B North Marine Avenue	4005 - 20th Avenue West, Suite 115
Wilmington, CA 90744	Seattle, WA 98199

If a sea-going billet becomes available to you, you will be sent to a medical center for a physical examination and given instructions on when and where to report for duty.

For more information, call one of the union officials listed in the directory on page two of this issue of the *Marine Fireman*.

## MARINE FIREMEN'S UNION TRAINING PROGRAM — 2023

Interested members who meet the Training Program eligibility requirements and prerequisites outlined for each course may obtain an application online at [mfoww.org](http://mfoww.org) or at Headquarters and branch offices. All applications must be accompanied by a copy of the member's Merchant Mariner Credential.

(a) Eligible participants are MFOW members who:

- (1) Have maintained A, B or C seniority classification.
- (2) Are current with their dues.
- (3) Are eligible for medical coverage through covered employment.
- (4) Have a current Q-card (annual physical) issued by the Seafarers' Medical Center and are fit for duty.

(b) Non-seniority applicants:

(1) Applicants may be selected for required government vessels training as required to fulfill manning obligations under the various MFOW government vessel contracts.

(2) Selectees under this provision must meet all other requirements for seagoing employment and shall have demonstrated satisfactory work habits through casual employment.

### Maritime Institute

Courses are conducted at Maritime Institute in San Diego, California, contingent on enrollment levels. Tuition, lodging and transportation are pre-arranged by the MFU Training Plan.

### Military Sealift Command (MSC) Government Vessels Course

This four-day course is required for employment aboard various MSC contract-operated ships and includes the following segments: Shipboard Damage Control; Environmental Protection; Chemical, Biological and Radiological Defense; Helo Firefighting.

October 16-19      November 13-17      December 11-14

### Military Sealift Command (MSC) Readiness Refresher

This two-day course renews the following government vessel segments: Helo Firefighting; Environmental Protection; Damage Control; and Chemical, Biological and Radiological Defense. The full versions of these segments must have been completed within 5 years of taking the Readiness Refresher course.

October 5-6      November 2-3      November 30-December 1

### High Voltage Safety

This five-day course is open to members who have electrical equipment background and training. Each student should:

- Have the requisite skills (knowledge and techniques) to distinguish exposed energized electrical conductors and circuit parts from other parts of electrical equipment, capability to determine nominal system voltages
- Have the ability and be capable of providing first aid, including resuscitation, CPR and AED (where provided)
- Be capable of determining the proper use of personnel protective equipment to protect against shock and arc flash.

**Prerequisites:** Electrician-Refrigerating Engineer/Junior Engineer/RFPEW and Able Seafarer-Engine endorsements.

November 13-17      November 27-December 1      December 18-22

### QMED Fireman/Watertender and Oiler

A member who successfully completes the 160-hour Qualified Member of the Engine Department (QMED) Fireman/Watertender/Oiler course will satisfy the requirements needed for the national endorsements as QMED Fireman/Watertender and QMED Oiler, provided all other requirements, including sea service, are also met. **Prerequisites:** 180 days or more of MFOW-contracted sea time as Wiper; PLUS, Coast Guard approval letter for endorsement upgrading, which certifies minimum of 180 days' sea time as Wiper.

Contact Training Coordinator to schedule in 2024

### STCW Rating Forming Part of an Engineering Watch

A member who successfully completes the 40-hour Rating Forming Part of an Engineering Watch (RFPEW) course will satisfy the requirements needed for the STCW endorsement as RFPEW. **Prerequisites:** See QMED Fireman/Watertender and Oiler course. It is recommended that eligible candidates schedule the QMED Fireman/Watertender and Oiler and RFPEW courses back-to-back for a five-week combined training session.

October 9-13

November 27-December 1

### QMED Electrician/Refrigerating Engineer

A member who successfully completes the 240-hour QMED Electrician/Refrigerating Engineer course will satisfy the requirements needed for the national endorsement as QMED Electrician/Refrigerating Engineer, provided all other requirements, including sea service, are also met. **Prerequisites:** Endorsements as QMED Fireman/Watertender, QMED Oiler, and RFPEW; PLUS 180 days of MFOW-contracted sea time while qualified as RFPEW.

Contact Training Coordinator to schedule in 2024

### STCW Able Seafarer-Engine

A member who successfully completes the 40-hour Able Seafarer-Engine (AS-E) course will satisfy the requirements needed for the STCW endorsement as AS-E. **Prerequisites:** Endorsements as QMED Electrician/Refrigerating Engineer, QMED Fireman/Watertender, QMED Oiler and RFPEW; PLUS 180 days or more of MFOW-contracted sea time while qualified as RFPEW.

October 23-27

### STCW BASIC TRAINING

All Basic Training Certificates Hold A One-Year Validation When Used For Mariner Document Renewal.

### STCW Basic Training Revalidation

The BT Revalidation course is designed for personnel who have previously completed a 40-hour Basic Training course and have at least one year of approved Sea Service within the last five years.

Maritime Institute, San Diego, CA: October 6, October 27

Maritime Institute, Honolulu, HI: October 13, December 8

Cal Maritime Academy, Vallejo, CA: September 25-26, November 13-14, December 7-8

Compass Courses, Edmonds, WA: October 5-6, October 17-18, November 14-15, December 19-20

MITAGS-PMI, Seattle, WA: October 2-3, November 6-7, December 9-10

### STCW Basic Training Refresher (three days)

The BT Refresher course is designed for personnel who have previously completed a 40-hour Basic Training course and have NOT completed one year of approved Sea Service within the last five years.

Maritime Institute, San Diego, CA: October 18-20, November 20-22

Cal Maritime Academy, Vallejo, CA: October 23-25

Compass Courses, Edmonds, WA: September 19-21, October 17-19, December 14-16

MITAGS-PMI, Seattle, WA: December 9-11

## Marine Firemen's Union Training Plan Tuition Reimbursement Policy

The Marine Firemen's Union Training Plan reimburses tuition costs (not lodging, subsistence or transportation) for certain types of training taken by a participant on his own.

However, preapproval of the training must be given by the Marine Firemen's Union Training Plan prior to taking the course.

Any request for reimbursement without preapproval from the Marine Firemen's Union Training Plan will be denied.

## Improvements made to military-to-maritime program

The U.S. Coast Guard says that improvements it has made to streamline the ability of those with military experience to land jobs in the maritime industry are starting to pay off. The service says it continues to work to make the process of obtaining a merchant mariner credential (MMC) easier for those who have similar training and experience in the U.S. military and want to transition to maritime jobs.

For over 20 years the Coast Guard has been actively working with federal advisory committees to identify pathways for utilizing military education, training and assessments to qualify for standards of training, certification and watchkeeping (STCW) and national MMC endorsements. The Coast Guard has approved 110 courses which provide military applicants credit for MMC requirements through the training they have received while on active duty.

In addition, a policy allowing a waiver of MMC fees for military personnel that began in May 2022 has waived 4,302 fees for 1,580 applicants from military services.

Since the Coast Guard expanded the window for sea service eligibility in 2020 by allowing military sea time within the last seven years to qualify to apply for an MMC, the number of MMC applicants with military backgrounds has doubled since 2016. In many cases, military maritime experience may be counted towards the sea service required to become a mariner and receive the MMC. It is strongly advised that military members wanting to transition to the maritime industry start preparing a re-

cord of all training and jobs done in the service, even before leaving the military. This documentation is necessary for the MMC application process.

The "military-to-mariner" program, launched in 2019, is a top priority of the U.S. Maritime Administration, maritime training schools and the maritime industry. Maritime companies see it as a helpful tool to identify new talent during a time of sustained labor shortages and get job seekers more quickly eligible for employment.

Maritime employers, including many in the inland waterways sector, like hiring veterans because they work well on teams, understand a chain of command, can pass drug tests and physicals, are accustomed to being away from home, are easy to train, and are usually well-prepared to start a job right away.

### Active MFOW members

Retain your Welfare Fund eligibility.

MAIL or TURN IN all your Unfit for Duty slips to:

MFOW Welfare Fund

240 Second Street, San Francisco, CA 94105

# MARAD selects CNA to examine future of the U.S. maritime industry

The U.S. Maritime Administration (MARAD) recently announced its selection of the Center for Naval Analyses (CNA) to conduct a study for the purpose of informing a new national maritime strategy. CNA is an independent, nonprofit Federally Funded Research and Development Center (FFRDC) sponsored by the Department of the Navy with expertise in researching sea-lift needs for national security. This new national maritime strategy will be designed to position the U.S. maritime industry as a global leader for decades to come. Over the next year, CNA will engage with numerous public and private stakeholders in the maritime communi-

ty to complete the study. The National Defense Authorization Act of 2023 required MARAD to select an FFRDC to identify the key elements and objectives it needs to develop a U.S. maritime strategy that will revitalize the U.S. merchant marine and our maritime industrial base to meet the nation's economic and national security needs. The study is not a strategy, but rather a tool that can be used to provide a comprehensive approach to identifying and prioritizing the elements for a strategy. MARAD will work closely with CNA on this historic effort that will set the foundation for future success of the U.S. maritime industry.



CV Kamokuiki Electrician/Reefer/Oiler Greg Kim Jr., #3993, pictured working aloft.

## HOWZ SHIPPING?

September 2023  
San Francisco

Electrician.....	1
Electrician/Reefer/Jr. Engineer.....	2
Junior Engineer .....	2
Oiler .....	1
Wiper.....	4
Standby Electrician/Reefer .....	13
Standby Wiper.....	11
<b>TOTAL .....</b>	<b>34</b>

Wilmington

Electrician.....	1
Electrician/Reefer/Jr. Engineer.....	2
Reefer/Electrician/Jr. Engineer.....	2
Junior Engineer.....	2
Oiler .....	1
Wiper.....	3
Shore Mechanic.....	3
Standby Electrician/Reefer .....	25
Standby Wiper.....	27
<b>TOTAL .....</b>	<b>66</b>

Seattle

Electrician.....	1
Electrician/Reefer/Jr. Engineer.....	2
Reefer/Electrician/Jr. Engineer.....	1
Junior Engineer.....	2
Oiler .....	2
Wiper.....	3
Standby Electrician/Reefer .....	7
Standby Wiper.....	12
<b>TOTAL .....</b>	<b>30</b>

Honolulu

Electrician/Reefer/Jr. Engineer.....	2
Reefer/Electrician/Jr. Engineer.....	1
Junior Engineer.....	1
Shore Mechanic.....	2
Standby Electrician/Reefer .....	28
Standby Wiper.....	35
<b>TOTAL .....</b>	<b>69</b>

## HONOR ROLL

Voluntary donation to General Treasury — August 2023:  
Eric White, #3925 .....\$100.00  
Aaron Jones, #3944.....\$200.00  
Daniel Daligcon, JM-5359 .....\$20.00

## SEATTLE NOTES

During the month of August Seattle shipped two ERJs, one REJ, one Electrician, two Oilers, two Junior Engineers, two Wipers, one APW, seven Standby Reefers, and 12 Standby Wipers. Seattle currently has seven A-, three B-, and one C-seniority member registered for shipping.

Recent Patriot Contract Services activity has highlighted a real deficit in advanced ratings available to dispatch. This is mostly due to the entry level members stepping back during the pandemic, who either didn't gather enough sea time to advance prior, or they weren't able to navigate the Coast Guard testing offered at that time. As a result, we took in additional membership to fill the gap, and now have a glut of Ordinary Seaman and Wipers waiting in the queue, and a shortage of qualified ratings.

I encourage those that are approaching the required time to upgrade to aggressively pursue full operating status (FOS) and reduced operating status (ROS) jobs. Breakouts, stateside FOS, and ROS time all count towards the ticket. The Coast Guard recognizes ROS time at one out of three days, up to 180 days credited towards upgrade, so don't turn down these jobs, no matter the length of dispatch. Those days all add up and keep the union strong.

If you do have the time to upgrade, don't delay in starting the process. The next government shutdown that is looming in recent reporting or unforeseen Coast Guard hiccup could stagger your ability to upgrade.

Faternally,  
**Brendon Bohannon**  
Representative

## HONOLULU NOTES

Dispatched 69 total jobs in August; that's looking like the average so far this year. Very light on the steady jobs with two Electricians, one Reefer, one Junior, and two Shoreside Mechanics. I had 28 Standby Electrician/Reefer and 35 Standby Wiper jobs called in August.

Presently the Honolulu registration list has 15 A-, four B-, and 12 C-seniority members.

I attended the Honolulu Sailor's Home Society board meeting and an AFL-CIO executive board meeting with special guest Hawaii Senator Brian Schatz. Most of the talks were on Maui's devastating wildfires.

About two weekends ago, retired Reefer Engineer and good shipmate to all John P. Harlan III, and his family came to visit the Islands to scatter his parents' ashes into the sea. His mother always loved the Islands. They had a good time in the Islands and shortly went back home to Alaska. Sadly, just the other day his wife Lauri (John's high school sweetheart) called to tell me that John passed away. He had a fight with cancer and had a bunch of cancer treatments done but. Godspeed my friend.

Aloha,  
**Mario Higa**  
Port Agent

### Regular membership meeting dates 2023

October	4	S. F. Headquarters
	10	Honolulu
	11	Wilmington
November	1	S. F. Headquarters
	7	Honolulu
	8	Wilmington
December	6	S. F. Headquarters
	12	Honolulu
	13	Wilmington

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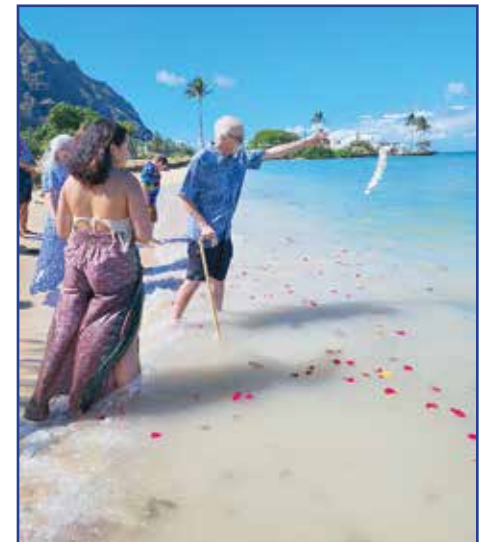


<https://www.facebook.com/Marine-Firemens-Union-121622254577986/>

### FINISHED WITH ENGINES



**John Harlan III, P2811/#3609.**  
Born March 20, 1960, Munich, Germany. Joined MFOW August 13, 1992. Pensioned July 1, 2020. Died September 4, 2023, Alaska.



MFOW pensioner John Harlan III, P-2811, passed away on September 4 after a battle with cancer. He recently visited Hawaii to scatter the ashes of his parents in the Pacific Ocean.

### POLITICAL ACTION FUND

#### Voluntary donations for August 2023:

Anthony Kimbrell, JM-5386.....	\$10.00
Jacob Macias, #3840 .....	\$100.00
Joshua Braithwaite, #3931 .....	\$15.00

### MARINE FIREMAN SUBSCRIPTIONS, AND VOLUNTARY PAF DONATIONS

Please use the following form.

NAME (Print) \_\_\_\_\_ PENSION or BOOK NO. \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check box:  U.S. & POSSESSIONS  OVERSEAS

Yearly Subscriptions:  First Class \$20.00  Air (AO) Mail \$25.00

Voluntary Political Action Fund Donation  \$ \_\_\_\_\_

Please make checks payable to:

MARINE FIREMEN'S UNION  
240 2nd Street, San Francisco, CA 94105

### Your Right to Union Representation

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at the meeting. Without union representation, I choose not to answer questions."

**This is your right under the 1975 U.S. Supreme Court Weingarten Decision.**