

MEMORANDUM OF UNDERSTANDING

Patriot Contract Services and SIU Pacific District

2024 Ready Reserve Force (RRF) Contract

This Memorandum of Understanding (hereinafter this “MOU”) is made as of June 1, 2024, between Patriot Contract Services LLC (the “Company” or “PCS”) and the Sailors’ Union of the Pacific (SUP) and the Marine Firemen’s Union (MFW) as part of the Seafarers International Union - Pacific District (“SIU-PD” or the “Union”), regarding the terms and conditions of employment for the operation and maintenance of vessels that are part of the United States Maritime Administration (MARAD) NDRF/RRF fleet (collectively the “Vessels”) under MARAD RFP 693JF722R000009 (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 “MARAD Contract”);

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Agreement

This MOU shall continue in full force and effect from June 1, 2024 through duration of the RFP and any options and 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 June 1, 2024.

The terms of the RFP will be specially incorporated herein.

This MOU applies to all Deck and Engine 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 SUP and MFW, as part of the SIU-PD 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 to Select.

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

(b) Qualifications.

All Unlicensed Personnel shall be trained, qualified, 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 the full length of the assignment, provided that per the RFP, on vessels other than MDA vessels, not more than 25 percent of the Unlicensed Personnel may be resident aliens. At times of heightened security of a special project all Unlicensed Personnel may be required to be U.S. citizens. All Unlicensed Personnel shall possess U.S. Coast Guard seaman documents and STCW endorsements and all other papers required to occupy their positions valid for the full length of their assignments. The Unlicensed Personnel must be literate in English. Unlicensed Personnel shall have the government security clearance required by the MARAD Contract, if any. All Unlicensed Personnel shall have a valid Transportation Worker Identification Credential (TWIC) for the full length of the assignment.

(c) Tour of Duty

In ROS, a tour of duty shall be a minimum of eight (8) months and a maximum of twelve (12) months.

In FOS, Unlicensed Personnel accepting employment in the deck and engine departments on the Vessels will be required to serve on that Vessel for a minimum of four (4) months on but not more than six months (6) months without a relief, and Unlicensed Personnel accepting employment in the Steward's Department shall be dispatched for 210 days, subject in all situations 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 crews and crews working during a shipyard/drydock period will sail with the Vessel on activation to FOS; provided, however, that this shall not preclude routine rotation of ROS crewmembers with qualified replacements.

(d) Hours of Work and Overtime.

In FOS and ROS, Unlicensed Personnel shall work eight (8) hours a day, five (5) days a week, Monday through Friday. Overtime shall be paid at the rates stated in the Appendices for all hours worked in excess of eight (8) hours Mondays through Fridays and any time worked on Saturdays, Sundays or Holidays.

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

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.

For all time that crewmembers are required to be available for duty in port in excess of eight hours in any one (1) day, Monday through Friday, they shall be paid at the applicable Penalty Rate. They shall be paid at the applicable Overtime Rate for all hours worked in excess of eight hours Monday through Friday and for all hours worked on Saturday, Sunday and Holidays. Hours of labor in port for non-watch standing crewmembers, excluding members of the Steward Department, shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, inclusive and overtime shall be paid for all work performed outside these hours.

(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 MARAD shall have any reason to be dissatisfied with the qualifications, conduct or performance of any person employed by the Company, the Company will promptly investigate it and take appropriate corrective action, including, but not limited to discharge. If MARAD notifies the Company that the employment or continued employment of Unlicensed Personnel is prejudicial to its interests or endangers 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. The Company shall also provide a written statement and detailed explanation of the reason of discharge to the Union Headquarters. 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.

The parties acknowledge that Unlicensed Personnel on the Vessels are employed by the Company, not the U.S. Government.

(f) Crew Rotation.

The Company shall not change out/rotate more than half of the officers or crew at one time within the Deck, Engine or Steward Department.

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 sick leave or other authorized leaves, mutually agreed to by the Union and the Company, including time spent in training.

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 ratings of personnel specified in the MARAD Contract. During all status of vessel operations, manning shall be in accordance with the MARAD Contract, Attachment J-01, as amended, provided that manning may be modified in accordance with Section C.8.5.

(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 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
- 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 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 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 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 MARAD provides permission. 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) General 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).

The Company shall have no obligation to pay any wages, fringe benefit contributions, benefit plan contributions or other compensation that are not expressly stated in this MOU or on Appendices 1 and 2..

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 War Risk Bonuses and Imminent Danger Pay for which the Company is reimbursed by MARAD in accordance with the RFP. War Risk Bonuses and Imminent Danger Pay are not paid concurrently.

The following shall apply to ammunition and explosives bonuses:

On vessels carrying “explosives” in 50 short ton lots or over, as permitted by law, the Company agrees to pay Unlicensed Personnel, in addition to their regular basic wages, ten percent (10%) of said wages per month while such cargo is on board the vessel or is being loaded or discharged. When 50 short tons of explosives are carried, the ten percent (10%) bonus provided above shall be paid from the time the loading of explosives begins until the time the explosives are discharged.

The term “explosives” in accordance with the regulations used in this Section are defined to mean Class 1 Explosives according to the Pipeline Hazardous Materials Administration of the Department of Transportation. The Class 1 explosives are inclusive as follows:

- 1.1 Explosives (with mass explosion hazard).
- 1.2 Explosives (with a projection hazard).

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

(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 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 | 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 the occurrence is on a Saturday or Sunday.

(d) Vacation and Sick Leave

ROS Vacation shall be accrued at the rate specified in Appendices 1, 2 and 3. Sick leave shall be accrued at the rate of one (1) day for every thirty (30) days worked as a ROS crewmember.

ROS mariners are not entitled to unearned wages and instead are entitled to use sick leave accumulated under the terms of this MOU.

In accordance with MARAD policies, Unlicensed Personnel shall take full advantage of the vacation benefit by using leave regularly rather than accumulating a large amount of leave for use, or which the ROS crewmember may intend not to use, near the expiration of the MARAD contract or any extensions of the MARAD contract.

MARAD will determine on a case-by-case basis if a position will be filled while the crew member holding the position is absent.

Accrued but unused vacation and sick leave will be lost upon termination of employment or the end of the MARAD contract, whichever comes first.

(e) Subsistence

Given the Monday to Friday work schedule in ROS, meals will not be provided to ROS Unlicensed Personnel on weekends; provided, however, that on weekends or holidays if Unlicensed Personnel are called in to work and actually turn to, and if a meal is not provided, they will be provided with subsistence at the rate specified in the GSA’s Federal Travel Regulations (FTR).

(f) Commencement of Overtime

A. When the watch below is broken out to report for work outside their regular schedule, overtime, penalty or applicable time as appropriate, shall commence at the time stated for the callout, provided, however, that such crewmember reports for duty within thirty (30) minutes of the time the overtime commences. Otherwise, overtime shall commence at the actual time such crewmember reports for duty and such overtime shall continue until the crewmember is released.

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

(g) Overtime: Computation, Continuous, and Checking

When overtime, penalty or applicable time worked is less than one (1) hour, except for "Supper Relief"s", overtime or applicable time for one (1) full hour shall be paid.

When working overtime or penalty time on the watch below and the crewmember is knocked off for one (1) hour or less, the overtime, penalty or applicable time shall be paid straight through. Time allowed for meals shall not be considered as overtime, penalty or applicable time in this clause. This section does not apply to crewmembers who are receiving overtime, penalty or applicable time for standing their regular watch.

No work specified in this Agreement as overtime work shall be performed unless authorized by the head of the particular department. After authorized overtime has been worked, the senior officer of the department on board will present to each crewmember who has worked overtime a time sheet stating hours of overtime and nature of work performed.

(h) Increases – FOS/RAV

Effective the first contract anniversary and each contract anniversary thereafter, there shall be Total Labor Cost increases, which shall include base wages, overtime rates, penalty rates, taxes, fringe benefit contributions, wage related fringe benefit wages, fringe benefit contributions, but shall not include transportation, victualling and P& I Insurance. Aforementioned described Total Labor Cost Increases shall be as prescribed in the following table.

**Table 1.
FULL OPERATIONAL STATUS/REPAIR AVAILABILITY
WAGE & WAGE RELATED ITEMS**

Contract Year	Increase (Distribution to be Memorialized Annually)
2	6.0%

3	5.0%
4	4.5%
5	4.5%

Effective the first contract Option Period, (Contract Year 6), and each Option Year thereafter, the parties shall meet to establish continuing economic conditions. However, conditions for Option Periods shall not be at a rate less than the prior year.

Effective the first day of operation, Unlicensed personnel shall be compensated at the applicable wages, hourly overtime rates and penalty rates as detailed in Appendix 1 (SUP) and Appendix 2 (MFW) follows. The rates contained in the table below shall be escalated in accordance with Addendum B., Section 1., A., Table 1. (Total Labor Cost FOS/RAV)

(i) Service Contract Act -- If a vessel is being operated subject to the provisions of the Service Contract Act and the Wage Determination by the Department of Labor (D.O.L.) contains rates higher than the contractual rates, the higher rates shall prevail.

(j) Base Daily Wage, Routine Work Week and Overtime Rates

During periods of FOS, the monthly rate specified above when divided by thirty (30) determines the base daily rate. The routine work week shall be Monday through Sunday. Except as otherwise provided, in addition to the respective base wages, the Overtime Rates specified herein shall apply to all work performed in excess of eight (8) hours, Monday through Friday and for all hours worked on Saturdays, Sundays, and Holidays.

When overtime work is performed, such work shall be paid for in one-half (1/2) hour increments except for the first hour. There shall be no pyramiding of overtime except as specifically provided herein.

(k). War Zone, Imminent Danger Zone, Harbor/Vessel Attack Bonuses and War Risk Insurance.

1. While a vessel is being operated in or traversing waters described as being a “War Zone” by an appropriate U.S. Government Agency, all Unlicensed Personnel shall receive a bonus equal to one hundred percent (100%) of Base Wages on a day for day basis.

2. While a vessel is being operated in or traversing waters described as being an “Imminent Danger Zone” by an appropriate U.S. Government Agency, all Unlicensed Personnel shall receive a daily bonus equal to the bonus paid to U.S. Military Personnel assigned to the area, or civil mariners, whichever is higher.

3. For 1 and 2 directly above, the appropriate bonus shall be paid effective the day the vessel enters the “zone” and shall terminate effective the day after the vessel departs the "zone" or effective the day the respective "zone" designation is withdrawn by the appropriate U.S. Government Agency, whichever occurs first.

4. A “Harbor Attack Bonus” and a “Vessel Attack Bonus” of six hundred dollars (\$600.00) and one thousand dollars (\$1,000.00), respectively, shall be paid to all Unlicensed Personnel on a per incident basis.

Warning shots across the bow in compliance with International Law does not constitute an “attack” of any kind. It is understood that when a “Vessel Attack Bonus” is paid, no “Harbor Attack Bonus” shall be paid for that particular day.

For the duration that a vessel is in the above described “zones”, the Company shall provide to the Unlicensed Personnel, at its own cost, insurance covering loss of life, disability, including dismemberment and loss of functions, detention and loss or damage to personal effects, by a policy substantially in the form of the Second Seamen’s War Risk Policy.

The policy amounts payable under such war risk insurance shall be the same as those described in the Second Seamen’s War Risk Policy except that the benefit for loss of life shall be One-Million dollars (\$1,000,000.00).

(l) Increases – ROS – Effective the first contract anniversary and each contract anniversary thereafter, there shall be an increase to ROS wages and wage-related items in accordance with the following table.

Table 2. REDUCED OPERATIONAL STATUS WAGE & WAGE-RELATED ITEMS
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Contract Year	Wage Increase
2	+6.0%
3	+4.0%
4	+4.0%
5	+4.0%

Effective the first contract Option Period, (Contract Year 6), and each Option Year thereafter, the parties shall meet to establish continuing economic conditions. However, conditions for Option Periods shall not be at a rate less than the prior year.

Effective the first day of operation, Unlicensed personnel shall be compensated at the applicable wages, hourly overtime rates and penalty rates as detailed in Appendix 1 (SUP) and Appendix 2 (MFOW). The rates contained in the table below shall be escalated in accordance with Addendum C., Section 1., A., Table 2. (Reduced Operational Status Increases)

Wages for Unlicensed Personnel shall be paid on a *day for day basis* regardless of the type of voyage the vessel is employed on.

During periods of Reduced Operational Status (ROS) and Pre-Delivery the routine ROS work day shall be 8 a.m. to noon and 1 p.m. to 5 p.m. Maintenance Crew shall have a routine workweek of Monday through Friday. For all work in ROS performed in excess of eight (8) hours Monday through Friday, and for all hours worked on Saturdays, Sundays and Holidays, Unlicensed Personnel shall be compensated at the Overtime Rate shown above. ROS crewmembers shall comply with Company rules regarding overtime authorization.

(m) Holidays – ROS: During periods of ROS, Unlicensed Personnel shall receive a day’s pay for each designated holiday occurring during their assignment period.

(n) Compensation (Routine Work Week) – ROS: ROS/Pre-Delivery Unlicensed personnel who work five (5) routine days during the routine work week, and the vessel remains in ROS/Pre-Delivery over the subsequent weekend, shall be paid the weekly rate (Example 1.). When Unlicensed crew members in ROS/Pre-Delivery are turned to on Saturday or Sunday they shall be compensated for all hours worked at the applicable overtime rate in addition to their rate (Example 2.). Weekly wages shall be divided by seven (7) when determining wages for Unlicensed personnel who work less than a full week (Example 3).

1. *Example: A Bosun works five routine days, Monday through Friday, with no overtime.*

$$\frac{\$1,544.21}{\text{Weekly Rate}} + \frac{0}{\text{Overtime}} = \frac{\$1,544.21}{\text{Pay}}$$

2. *Example: A Bosun works five routine days, Monday through Friday, and eight hours Saturday and Sunday during ROS shall be compensated as follows.*

$$\frac{\$1,544.21}{\text{Weekly Rate}} + \frac{(16 \text{ hours} \times \$37.80) \$604.80}{\text{Sat. \& Sun @ Overtime Rate}} = \frac{\$2,149.01}{\text{Pay}}$$

3. Example: Bosun who works three routine days shall be compensated as follows.

$$\frac{\$1,544.21}{\text{Weekly Rate}} + \frac{0}{\text{Overtime}} = \frac{\$1,544.21}{\text{Routine Work Week}} \div 7 = \frac{220.60}{\text{Daily Rate}} \times \frac{3}{\text{Days Worked}} = \frac{661.80}{\text{Pay}}$$

During periods of Reduced Operating Status and Pre-Delivery contributions to fringe benefit plans shall be calculated on a seven (7) day per week basis. For the purpose of computing wage related fringe benefits, the weekly wage shall be divided by seven (7) in order to provide a daily wage. Weekly contributions shall be divided by seven (7) when determining contributions for Unlicensed Crewmembers working less than a full week.

(o) Fringe Benefits -- The Company shall contribute daily fringe benefit rates as detailed in Appendix 1 (SUP) and Appendix 2 (MFWO).

(p). Supplemental Benefits – (FOS) During periods of FOS, eligible unlicensed personnel shall be provided supplemental benefits as detailed in Appendix 1 (SUP) and Appendix 2 (MFWO).

(q). Supplemental Benefits and Sick Days – (ROS) -- During each calendar year of 365 days, the ROS crew shall receive 11 paid holidays, 12 sick days, and 104 days off for weekends. In addition, eligible Unlicensed personnel shall be entitled to supplemental benefits as prescribed below and in Appendix 1 and Appendix 2.

A. Supplemental Benefits – ROS

For each thirty (30) calendar days on the payroll, the ROS maintenance crewmember shall receive a Company administered supplemental benefit in accordance with the following table at the respective daily rate. Annually, coinciding with the MARAD Agreement anniversary date, and upon Agreement expiration any accrued unused or unpaid ROS vacation shall be paid to the crewmember.

Contract Year	Company Administered Supplemental Benefit (All Ships Groups – Accrual Rates)
1	2.5 Days Supplemental Benefit for each 30 Days employed
2	2.5 Days Supplemental Benefit for each 30 Days employed
3	2.5 Days Supplemental Benefit for each 30 Days employed
4	2.5 Days Supplemental Benefit for each 30 Days employed
5	3.0 Days Supplemental Benefit for each 30 Days employed

Any supplemental benefits earned while sailing on an activated vessel shall be paid as per the Company-Union Collective Bargaining Agreement. Since such pay is separate from that while employed in the ROS crew program, a crewmember may elect to file for his supplemental benefits under the Company-Union Collective Bargaining Agreement and still return to his position in the ROS crew.

B. Sick Leave - ROS

Sick leave will accrue at the rate of one (1) day for each thirty (30) calendar days worked as a maintenance crewmember, to be payable when crewmembers are unable to perform their normal maintenance duties due to illness.

Section 6. Physical Condition.

The Union shall not supply Unlicensed Personnel who have any existing health conditions which constitute a

hazard to that person or others onboard ship, notwithstanding that the health condition is being effectively controlled by medication in accordance with USCG fitness for duty requirements. All Unlicensed Personnel shall be screened in accordance with the RFP to ensure that they are in good physical condition, do not have a history of injuries onboard ship, and do not have a history of inability to perform the physical requirements of the position for which they 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 Union 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.

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 corrected 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 MARAD Contract (including without limitation having a physical within the last six months prior to an activation, if required by MARAD) and must present or show evidence of the following prior to travel or boarding the Vessels (or, if traveling overseas, the aircraft):

- Documentation of current physical examination with a statement certifying fitness for duty in accordance with the requirements of the MARAD Contract.
- Immunization record, if required.
- Sufficient prescribed medications and prescription glasses.
- The medical history form provided by PCS.
- A medical envelope or clinic card.
- Any other documentation required by MARAD.

Personnel not in possession of the above items will not be permitted to travel to or to board the Vessel or aircraft, and shall not be entitled to transportation reimbursement thereto or there from.

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.

Section 7. Immunizations

Unlicensed Personnel employed to serve aboard the Vessels shall, as a condition of employment, be required to receive all immunizations associated with commercial trade, and all immunizations/inoculations required by MARAD and/or the Commander, Military Sealift Command (COMSC). Such immunizations/inoculations may be required at the time of their employment and/or at any time during their employment. Unlicensed Personnel must have received all required immunizations/inoculations prior to being hired. Furthermore, all Unlicensed Personnel employed on the Vessels must, as a condition of employment, agree to comply with any supplemental immunization programs later established for RRF vessels through written policies or directives. A seafarer unwilling or medically ineligible to receive all required immunizations or inoculations is ineligible for employment on the Vessels. Decisions regarding crewmembers who are medically unfit to receive inoculations/immunizations will be made on a case-by-case basis depending upon DoD medical advisories.

In addition to the foregoing, at any time during the period of the MARAD Contract and any options or extensions hereto, COMSC, MARAD or other entities may establish, through written policies or directives, immunization programs for civil service or other 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 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 either have the required immunization or are eligible to receive them, and will comply with the policy/directive. 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 MARAD 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. In the event STCW training is reimbursed by MARAD, to that extent the Company shall reimburse the appropriate training plan. The cost of Government required training shall be reimbursed to the Unlicensed Personnel or to their training plan, provided it is reimbursable by the Government under the MARAD Contract. Unlicensed Personnel shall become familiar with and participate in the Company's Quality Management Programs (ISO/ISM/SQMS). Unlicensed Personnel shall participate in all drills specified in the MARAD 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 operations of the Vessel as set forth in the MARAD 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. Maintenance crews shall be expected to work as a team with no regard to departmental boundaries when work is related to maintaining the safety, security and habitability of the Vessels. The type of work that all maintenance crewmembers would be expected to do as a team includes, but is not limited to, the following: securing the Vessels for prevailing weather conditions; adjusting or doubling up/stowing mooring lines; adjusting the gangway; taking on and stowing the Vessel's stores and spare parts; operating cargo equipment for storing or testing; assisting with Vessel habitability requirements; and housekeeping.

On ships that are nested or berthed in proximity to each other, a single Steward Department may be used to service multiple ships.

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, Equipment and Appearance.

The appearance, dress and behavior of the crew shall be a credit to the U.S. Government status of these Vessels pursuant to the provisions of the RFP. If Unlicensed Personnel are required to wear uniforms, the cost shall be for the Company's account. Unlicensed Personnel shall provide and bring with them customized personal protective equipment such as glasses and shoes.

(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 Government's communications systems, and the operation of the Vessels may be classified. Therefore, certain types of information and transmissions may be prohibited, and all communications must be appropriate in all respects for transmission via those systems. Additionally, there will be times when no personal communications may be transmitted from the Vessels. Crewmember communications may be monitored by the Government or the Company without further notice. In FOS, all personal calls will be at the Master's discretion.

(e) Prohibited Substances

The Company is required to maintain a zero-tolerance, drug/alcohol free environment aboard the Vessels in accordance with the MARAD Contract. The introduction, possession or use of alcoholic beverages by any person onboard these ships is prohibited, as stated in 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. Each crewmember shall comply with all Government regulations relating to alcohol or substance abuse, smuggling, dangerous weapons and gambling.

(f) Smoking Policy

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

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 (FTR). The Federal Travel directory shall be used to verify current maximum allowable subsistence and lodging rates. All air travel shall be coach or economy class. There will be no reimbursement without proper and complete receipts.

The Company shall have no obligation to reimburse transportation for an ROS crewmember who elects to terminate his/her employment.

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 FTR at the highest rates afforded civilian personnel for the area.

A "travel per diem" equal to the Daily Base Wage (*Monthly Base divided by 30 for FOS and Weekly Base Wage divided by 7 for ROS*) shall be paid to Unlicensed Personnel required to join a vessel outside the Continental United States, nearby foreign and the State of Hawaii (*fringe benefit contributions are not required*), starting the day the Unlicensed Personnel flies out or is scheduled to fly out directly to the vessel and ending the day the Unlicensed Personnel boards the vessel.

Travel between one Company ship to another Company ship, covered herein, Unlicensed Personnel wages shall continue at the rate the Unlicensed Personnel are employed and all benefit contributions shall be made by the Company.

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 requirements and procedures in regard to performance of their duties as gangway watchmen. While serving as a gangway watchman 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 MARAD on-site representative. When docked at a military facility, crewmembers are subject to base regulations including detainment/arrest for violations. 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. If a Vessel is not restricted but no launch service is available, the Master shall post this notice and obtain from local authorities (or at the minimum the local agent) a letter stating that the Vessel was not restricted but that launch service was not available. Ship's lifeboats shall not be used for liberty or recreation. If the restriction is based on the sole decision of the Master and/or Company those crewmembers not required to be on board will be compensated at half their respective overtime rate for the period of time beginning with the restriction until the commencement of their watch or regular work hours.

Section 5. Sailing Board

When a vessel is in port, crew liberty shall be granted when allowed by local civilian/military authorities and in accordance with the vessel's in-port operating requirements. The local MARAD on-site representative can provide the Master with information regarding upcoming vessel operating requirements in order that the sailing board can be posted.

When sea watches are set, crewmembers shall be required to report on board and be available for duty not less than one (1) hour before time posted on sailing board. The sailing time shall be posted at the gangway one (1) hour after arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to scheduled sailing if before midnight. If scheduled sailing time is between midnight and 8:00 a.m. sailing time shall be posted not later than 5:00 p.m.

When a vessel arrives on a weekend between 5:00 p.m. Friday and 8:00 a.m. Monday and is scheduled to sail prior to 8:00 a.m. Monday, the sailing board shall be posted not later than two (2) hours after arrival.

The sailing board shall be posted no later than 5:00 p.m. on Friday when a vessel is scheduled to sail on a weekend between 5:00 p.m. Friday and 8:00 a.m. Monday.

If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the loading of stores or bunkers, the new time of departure shall promptly be posted on the board. All crewmembers shall have the right to know the sailing time.

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. Contributions shall be paid on behalf of the departing seaman.

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 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, primary picketing, secondary picketing, protest 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 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 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 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.

The 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 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 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 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 from 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 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 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 incapacitated, within fifteen (15) days of pay-off (Saturdays, Sundays and Holidays excluded).

One (1) crewmember in each department shall be elected by the Unlicensed Seamen in that department to act as Departmental Delegate. Such Delegates shall keep track of all conditions and problems and grievances in their respective departments, and present to their superior officers, on behalf of the Unlicensed Seamen in their Departments, all facts, opinions and circumstances concerning any matter which may require adjustment or improvement. To make sure that all problems concerning the Unlicensed Personnel are brought to light and resolved as quickly as possible, there shall be a weekly meeting of the Unlicensed Personnel while the vessel is at sea. Vessels remaining in port may hold such meetings at an appropriate and practical time. At such meetings the Departmental Delegates shall report to the Unlicensed Personnel all matters referred to them and shall receive any new and additional problems not previously raised. As compensation for the additional duties required by this section, the Departmental Delegates shall each receive one (1) hour's pay at the Penalty Rate for each weekly meeting held.

Section 15. No Discrimination.

The Company agrees not to discriminate against any member of the Union for legitimate union activities, and the 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 military 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 MARAD 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 this 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 MARAD Contract and shall remain in effect for the term of the MARAD Contract, including any extensions, provided that this MOU shall terminate upon the termination or expiration for any reason of the MARAD Contract.

If the MARAD Contract is extended beyond its initial term (including extensions provided for in 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 MARAD Contract, up to an extension of six (6) months. In the event the MARAD 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 this MOU, with the sole exception of benefits earned prior to the termination of this MOU.

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

This Agreement shall remain in effect for the duration of the contract between the Company and the Maritime Administration.

Signed:

For the Patriot Contract Services



Date

June 1, 2024

For the Marine Firemen's Union

Date



For the Sailors' Union of the Pacific

Date

June 1, 2024

MEMORANDUM OF UNDERSTANDING

between

Marine Firemen’s Union

and

Sailors’ Union of the Pacific

THIS AGREEMENT is between the Marine Firemen’s Union (“MFOW”) and the Sailors’ Union of the Pacific (“SUP”), hereinafter the (“Parties”).

WHEREAS, The Parties will be providing terms and conditions of employment for unlicensed personnel to contracted ship management companies in response to the U.S. Maritime Administration’s (MARAD’s) Solicitation No. 693JF722R000009 for Ship Management Services, including operation and maintenance, of up to fifty-three (53) National Defense Reserve Fleet/Ready Reserve Force Fleet (NDRF/RRF) vessels; and

WHEREAS, J-01 Required Crewing for ROS and FOS – Amendment No. 18, details unlicensed Engine and Deck crewing requirements, including interdepartmental entry-level ratings;

THEREFORE, The Parties agree to the following manning schedule:

1. REDUCED OPERATING STATUS

a. Ship Groups 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 22

<u>MFOW</u>	<u>SUP</u>
1 - QMED Electrician	1 - Bosun
1 - Oiler	
1 - Wiper	

b. Ship Group 16

<u>MFOW</u>	<u>SUP</u>
1 - QMED Electrician	1 - Bosun
	1 - AB
	1 - GUDE

c. Ship Groups 17, 18, 19 and 20

<u>MFOW</u>	<u>SUP</u>
1 - QMED Electrician	1 - Bosun
1 - QMED Oiler	1 - AB
1 - Wiper	

d. Ship Group 21

MFOW

1 - QMED Electrician
1 - QMED Oiler

SUP

1 - Bosun
1 - GVA

2. FULL OPERATING STATUS

a. Ship Groups 1, 2, 3, 6, 7, 8, 10, 11, 12, 15, 21 and 22

MFOW

1 - QMED Electrician
3 - QMED Oiler
1 - Wiper
1 - GUDE

SUP

1 - Bosun
5 - AB
1 - OS
1 - GUDE
1 - GVA

b. Ship Group 4

MFOW

1 - QMED Electrician
2 - QMED Day Worker
3 - QMED Oiler
2 - Wiper

SUP

1 - Bosun
6 - AB
3 - OS

c. Ship Groups 9 and 14

MFOW

1 - QMED Electrician
2 - QMED Day Worker
3 - QMED Oiler
1 - Wiper
1 - GUDE

SUP

1 - Bosun
5 - AB
3 - OS
1 - GUDE

d. Ship Group 13

MFOW

1 - QMED Electrician
2 - QMED Day Worker
3 - QMED Oiler
3 - QMED Fireman/Watertender
2 - Wiper

SUP

1 - Bosun
9 - AB
3 - OS

e. Ship Group 16 (Pacific Collector only)

MFOW

1 - QMED Electrician
1 - QMED Day Worker

SUP

1 - Bosun
4 - AB

3 - QMED Oiler
1 - Wiper

1 - OS

f. Ship Group 16 (Pacific Tracker only)

MFOW

1 - QMED Electrician
3 - QMED Day Worker
3 - QMED Oiler
1 - Wiper

SUP

1 - Bosun
4 - AB
1 - OS
1 - GVA

g. Ship Groups 17, 18, 19 and 20

MFOW

1 - QMED Electrician
2 - QMED Day Worker
3 - QMED Oiler
1 - Wiper
1 - GUDE

SUP

1 - Bosun
5 - AB
3 - OS
1 - GUDE

For the Marine Firemen's Union



Anthony Poplawski
President/Secretary-Treasurer

December 19, 2024

For the Sailor's Union of the Pacific



Dave Connolly
President/Secretary-Treasurer

December 19, 2024

APPENDIX 2
to the
MEMORANDUM OF UNDERSTANDING
between
PATRIOT CONTRACT SERVICES and SIU PACIFIC DISTRICT
for
RFP693JF22R000009

Operation and Maintenance of all Ready Reserve Force Vessel Ship Groups

- Applicable to the Marine Firemen’s Union -

SECTION 1. EFFECTIVE START OF CONTRACT (YEAR 1)

1.1. Full Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Full Operating Status:

<u>Rating</u>	<u>Base Wage</u> <u>Monthly</u>	<u>Base Wage</u> <u>Daily</u>	<u>Overtime</u> <u>Hourly</u>	<u>Penalty Time</u> <u>Hourly</u>
QMED Electrician	7,126.05	237.54	51.66	29.28
QMED Day Worker	6,430.09	214.34	51.66	29.28
QMED Oiler	4,791.88	159.73	44.08	22.43
QMED Fireman/Watertender	4,791.88	159.73	44.08	22.43
Wiper, GUDE	4,242.02	141.40	26.36	17.77

1.2. Reduced Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Reduced Operating Status:

<u>Rating</u>	<u>Base Wage</u> <u>Weekly</u>	<u>Base Wage</u> <u>Daily</u>	<u>Overtime</u> <u>Hourly</u>
QMED Electrician	2,048.35	292.62	51.14
QMED Oiler	1,589.20	227.03	43.66
Wiper, GUDE	1,257.93	179.70	26.09

1.3. Supplemental Wages

(a) During periods of Full Operational Status, eligible unlicensed crewmembers shall receive fifteen (15) days supplemental wages for each thirty (30) days employed, or pro rata thereof based on the Monthly Supplemental Wage Base Rate, the Daily Supplemental Benefit shall be calculated as 58 percent of the Daily Base Wage, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	137.77
QMED Day Worker	124.32
QMED Oiler	92.64
QMED Fireman/Watertender	92.64
Wiper, GUDE	82.01

(b) During periods of Reduced Operational Status, eligible unlicensed crewmembers shall earn two and one-half (2.5) days of supplemental wages for each thirty (30) days employed or pro rata and shall be paid directly by the Company, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	24.39
QMED Oiler	18.92
Wiper, GUDE	14.98

1.4. Marine Firemen’s Union Benefit Plans Trust Funds*

For each man day employed, the following aggregate rates are applicable to contribution payments to the designated trusts by the Company.

<u>Rating</u>	<u>Full Operating Status</u>	<u>Reduced Operating Status</u>
QMED Electrician	160.34	142.30
QMED Day Worker	156.55	N/A
QMED Oiler	147.67	140.18
QMED Fireman/Watertender	147.67	N/A
Wiper, GUDE	144.72	134.15

*This includes SIU-PD Pension Plan, SIU-PD Supplemental Benefit Administrative Fee, SIU-PD Medical Center, MFOW Welfare Fund, MFOW Supplementary Pension Plan, MFOW Money Purchase Pension Plan, MFOW Training Plan, and MFOW Joint Employment Committee.

SECTION 2. EFFECTIVE START OF YEAR 2

2.1. Full Operating Status Wage Rates

<u>Rating</u>	<u>Base Wage Monthly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>	<u>Penalty Time Hourly</u>
QMED Electrician	7,553.61	251.79	54.76	31.04
QMED Day Worker	6,815.90	227.20	54.76	31.04
QMED Oiler	5,079.39	169.31	46.72	23.78
QMED Fireman/Watertender	5,079.39	169.31	46.72	23.78
Wiper, GUDE	4,496.54	149.88	27.94	18.84

2.2. Reduced Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Reduced Operating Status:

<u>Rating</u>	<u>Base Wage Weekly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>
QMED Electrician	2,171.25	310.18	54.21
QMED Oiler	1,684.55	240.65	46.28
Wiper, GUDE	1,331.41	190.49	27.66

2.3. Supplemental Wages

(a) During periods of Full Operational Status, eligible unlicensed crewmembers shall receive fifteen (15) days supplemental wages for each thirty (30) days employed, or pro rata thereof based on the Monthly Supplemental Wage Base Rate, the Daily Supplemental Benefit shall be calculated as 58 percent of the Daily Base Wage, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	146.04
QMED Day Worker	131.78
QMED Oiler	98.20
QMED Fireman/Watertender	98.20
Wiper, GUDE	86.93

(b) During periods of Reduced Operational Status, eligible unlicensed crewmembers shall earn two and one-half (2.5) days of supplemental wages for each thirty (30) days employed or pro rata and shall be paid directly by the Company, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	25.85
QMED Oiler	20.05
Wiper, GUDE	15.87

2.4. Marine Firemen’s Union Benefit Plans Trust Funds*

For each man day employed, the following aggregate rates are applicable to contribution payments to the designated trusts by the Company.

<u>Rating</u>	<u>Full Operating Status</u>	<u>Reduced Operating Status</u>
QMED Electrician	169.97	150.84
QMED Day Worker	165.95	N/A
QMED Oiler	156.54	148.59
QMED Fireman/Watertender	156.54	N/A
Wiper, GUDE	153.41	142.20

*This includes SIU-PD Pension Plan, SIU-PD Supplemental Benefit Administrative Fee, SIU-PD Medical Center, MFOW Welfare Fund, MFOW Supplementary Pension Plan, MFOW Money Purchase Pension Plan, MFOW Training Plan, and MFOW Joint Employment Committee.

SECTION 3. EFFECTIVE START OF YEAR 3

3.1. Full Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Full Operating Status:

<u>Rating</u>	<u>Base Wage Monthly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>	<u>Penalty Time Hourly</u>
QMED Electrician	7,931.29	264.38	57.50	32.59
QMED Day Worker	7,156.70	238.56	57.50	32.59
QMED Oiler	5,333.36	177.78	49.06	24.97
QMED Fireman/Watertender	5,333.36	177.78	49.06	24.97
Wiper, GUDE	4,721.37	157.38	29.34	19.78

3.2. Reduced Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Reduced Operating Status:

<u>Rating</u>	<u>Base Wage Weekly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>
QMED Electrician	2,258.10	322.59	56.38
QMED Oiler	1,751.93	250.28	48.13
Wiper, GUDE	1,386.75	198.11	28.77

3.3. Supplemental Wages

(a) During periods of Full Operational Status, eligible unlicensed crewmembers shall receive fifteen (15) days supplemental wages for each thirty (30) days employed, or pro rata thereof based on the Monthly Supplemental Wage Base Rate, the Daily Supplemental Benefit shall be calculated as 58 percent of the Daily Base Wage, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	153.34
QMED Day Worker	138.36
QMED Oiler	103.11
QMED Fireman/Watertender	103.11
Wiper, GUDE	91.28

(b) During periods of Reduced Operational Status, eligible unlicensed crewmembers shall earn two and one-half (2.5) days of supplemental wages for each thirty (30) days employed or pro rata and shall be paid directly by the Company, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	26.88
QMED Oiler	20.86
Wiper, GUDE	16.51

3.4. Marine Firemen’s Union Benefit Plans Trust Funds*

For each man day employed, the following aggregate rates are applicable to contribution payments to the designated trusts by the Company.

<u>Rating</u>	<u>Full Operating Status</u>	<u>Reduced Operating Status</u>
QMED Electrician	178.48	156.87
QMED Day Worker	174.26	N/A
QMED Oiler	164.38	154.53
QMED Fireman/Watertender	164.38	N/A
Wiper, GUDE	161.09	147.88

*This includes SIU-PD Pension Plan, SIU-PD Supplemental Benefit Administrative Fee, SIU-PD Medical Center, MFOW Welfare Fund, MFOW Supplementary Pension Plan, MFOW Money Purchase Pension Plan, MFOW Training Plan, and MFOW Joint Employment Committee.

SECTION 4. EFFECTIVE START OF YEAR 4

4.1. Full Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Full Operating Status:

<u>Rating</u>	<u>Base Wage Monthly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>	<u>Penalty Time Hourly</u>
QMED Electrician	8,288.20	276.27	60.09	34.06
QMED Day Worker	7,478.75	249.29	60.09	34.06
QMED Oiler	5,573.36	185.78	51.27	26.09
QMED Fireman/Watertender	5,573.36	185.78	51.27	26.09
Wiper, GUDE	4,721.37	164.46	30.66	20.67

4.2. Reduced Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Reduced Operating Status:

<u>Rating</u>	<u>Base Wage Weekly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>
QMED Electrician	2,348.42	335.49	58.64
QMED Oiler	1,822.01	260.29	50.06
Wiper, GUDE	1,442.22	206.03	29.92

4.3. Supplemental Wages

(a) During periods of Full Operational Status, eligible unlicensed crewmembers shall receive fifteen (15) days supplemental wages for each thirty (30) days employed, or pro rata thereof based on the Monthly Supplemental Wage Base Rate, the Daily Supplemental Benefit shall be calculated as 58 percent of the Daily Base Wage, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	160.24
QMED Day Worker	144.59
QMED Oiler	107.75
QMED Fireman/Watertender	107.75
Wiper, GUDE	95.39

(b) During periods of Reduced Operational Status, eligible unlicensed crewmembers shall earn two and one-half (2.5) days of supplemental wages for each thirty (30) days employed or pro rata and shall be paid directly by the Company, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	27.96
QMED Oiler	21.69
Wiper, GUDE	17.17

4.4. Marine Firemen’s Union Benefit Plans Trust Funds*

For each man day employed, the following aggregate rates are applicable to contribution payments to the designated trusts by the Company.

<u>Rating</u>	<u>Full Operating Status</u>	<u>Reduced Operating Status</u>
QMED Electrician	186.50	163.14
QMED Day Worker	182.09	N/A
QMED Oiler	171.77	160.71
QMED Fireman/Watertender	171.77	N/A
Wiper, GUDE	168.33	153.79

*This includes SIU-PD Pension Plan, SIU-PD Supplemental Benefit Administrative Fee, SIU-PD Medical Center, MFOW Welfare Fund, MFOW Supplementary Pension Plan, MFOW Money Purchase Pension Plan, MFOW Training Plan, and MFOW Joint Employment Committee.

SECTION 5. EFFECTIVE START OF YEAR 5

5.1. Full Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Full Operating Status:

<u>Rating</u>	<u>Base Wage Monthly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>	<u>Penalty Time Hourly</u>
QMED Electrician	8,661.17	288.71	62.79	35.59
QMED Day Worker	7,815.29	260.51	62.79	35.59
QMED Oiler	5,824.16	194.14	53.58	27.26
QMED Fireman/Watertender	5,824.16	194.14	53.58	27.26
Wiper, GUDE	5,155.85	171.86	32.04	21.60

5.2. Reduced Operating Status Wage Rates

The following wage rates shall be applicable for unlicensed engine department ratings employed in Reduced Operating Status:

<u>Rating</u>	<u>Base Wage Weekly</u>	<u>Base Wage Daily</u>	<u>Overtime Hourly</u>
QMED Electrician	2,442.36	348.91	60.99
QMED Oiler	1,894.89	270.70	52.06
Wiper, GUDE	1,499.91	214.27	31.12

5.3. Supplemental Wages

(a) During periods of Full Operational Status, eligible unlicensed crewmembers shall receive fifteen (15) days supplemental wages for each thirty (30) days employed, or pro rata thereof based on the Monthly Supplemental Wage Base Rate, the Daily Supplemental Benefit shall be calculated as 58 percent of the Daily Base Wage, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	167.45
QMED Day Worker	151.10
QMED Oiler	112.60
QMED Fireman/Watertender	112.60
Wiper, GUDE	99.68

(b) During periods of Reduced Operational Status, eligible unlicensed crewmembers shall earn three (3.0) days of supplemental wages for each thirty (30) days employed or pro rata and shall be paid directly by the Company, as follows:

<u>Rating</u>	<u>Daily</u>
QMED Electrician	34.89
QMED Oiler	27.07
Wiper, GUDE	21.43

5.4. Marine Firemen’s Union Benefit Plans Trust Funds*

For each man day employed, the following aggregate rates are applicable to contribution payments to the designated trusts by the Company.

<u>Rating</u>	<u>Full Operating Status</u>	<u>Reduced Operating Status</u>
QMED Electrician	194.90	169.67
QMED Day Worker	190.29	N/A
QMED Oiler	179.51	167.14
QMED Fireman/Watertender	179.51	N/A
Wiper, GUDE	175.91	159.95

*This includes SIU-PD Pension Plan, SIU-PD Supplemental Benefit Administrative Fee, SIU-PD Medical Center, MFOW Welfare Fund, MFOW Supplementary Pension Plan, MFOW Money Purchase Pension Plan, MFOW Training Plan, and MFOW Joint Employment Committee.

SECTION 6. EFFECTIVE OPTION PERIOD

6.1. The Parties agree to meet prior to the commencement of option periods to establish continuing conditions. However, established conditions shall be no less than the previous year's conditions plus four percent (4.0%) Total Labor Cost.

SECTION 7. WORK RULES FOR THE QMED – ELECTRICIAN

7.1. All electrical work normally assigned to the QMED-Electrician as his regular duties shall be performed by the QMED-Electrician, except in an emergency or for necessary work performed when the QMED-Electrician is not aboard.

7.2. The jurisdiction of the QMED-Electrician aboard all vessels shall be the repairs and maintenance of all electrical and electronic equipment aboard the ship, except certain electronic equipment and batteries under the jurisdiction of the Radio Operators and gyro equipment under the jurisdiction of the Master. The jurisdiction of the Electricians may include, but is not limited to, maintenance and repair of main propulsion engine and boiler automation systems, engine monitoring and alarm systems, electrical and electronic equipment located on propulsion and auxiliary control consoles, ship's electrical power generation and distribution systems, shipboard cold-ironing electrical equipment, switchboards, controllers, voltage regulators, power and control transformers, lighting systems, interior communications equipment, galley equipment, elevator systems, propulsion-related bridge control systems, sound equipment, motion picture equipment, ship's surveillance cameras and closed-circuit television equipment, batteries and electrical appliances.

7.3. If refrigerated containers are carried aboard the vessel, the QMED-Electrician shall be assigned to plug and unplug, monitor and repair the refrigerated containers in addition to his regular duties.

7.4. The QMED-Electrician shall not be assigned general cleaning, polishing and painting duties without the payment of penalty time.

SECTION 8. WORK RULES FOR THE QMED – DAY WORKER

8.1. The QMED-Day Worker shall perform general maintenance and repair work in the engine department, including work on deck machinery, plumbing, domestic facilities and mechanical work in the galley, but no cleaning in these sections.

8.2. The QMED-Day Worker shall assist in the work of changing and cleaning fuel oil and lube oil strainers; and shall assist with the disassembly, cleaning and reassembly of purifiers and separators.

8.3. The QMED-Day Worker shall assist with taking on fuel, lube oil, potable water and ballast; and shall tend water and take tank soundings.

8.4. When needed, the QMED-Day Worker shall assist the QMED-Electrician in the maintenance and repair of electrical and/or refrigeration equipment.

8.5. The QMED-Day Worker shall assist the Wiper taking on stores.

8.6. The QMED-Day Worker shall not be assigned general cleaning, polishing and painting duties without the payment of penalty time.

SECTION 9. WORK RULES FOR THE QMED – OILER

9.1. The QMED-Oiler shall work as directed to assist the licensed engineers in maintenance and repair work in the engine department.

9.2. The QMED-Oiler may be required to make rounds on the main engine, auxiliaries and engineering spaces and report abnormal conditions to the Licensed Engineers.

9.3. The QMED-Oiler may be required to perform any log book function required by the Company involving the taking of temperatures, pressures, soundings or other readings for log book purposes.

9.4. The QMED-Oiler shall assist in the work of changing and cleaning fuel oil and lube oil strainers; and shall assist with the disassembly, cleaning and reassembly of purifiers and separators.

9.5. As required, the QMED-Oiler shall oil and grease moving parts, such as gears, shafts and bearings of engines and auxiliary equipment, and shall examine machinery for specified pressure and flow of lubricants.

9.6. The QMED-Oiler may be required to perform general cleaning, painting and polishing work in the engine department and take on stores, including assisting in fuel oil, lube oil, and slops transfers.

SECTION 10. WORK RULES FOR THE QMED – FIREMAN/WATERTENDER

10.1. The QMED-Fireman/Watertender shall, on all watches, clean burners, strainers, fuel oil drip pans, punch carbon, keep steam, watch oil pressures and temperatures in fire room and tend water.

10.2. The QMED-Fireman/Watertender shall, on all watches, clean up excess oil occasioned by changing burners and shall keep the fire room in a safe condition.

10.3. When watches are broken and the QMED-Firemen/Watertender is on day work, he shall work as directed to assist the licensed engineers in maintenance and repair work in the engine department.

10.4. On day work, the QMED-Fireman/Watertender may be required to perform general cleaning, painting and polishing work in the engine department and take on stores, including assisting in fuel oil, lube oil, and slops transfers.

SECTION 11. WORK RULES FOR THE WIPER

11.1. The Wiper shall do general cleaning, painting and polishing work in the engine department and take on stores, including assisting in fuel oil, lube oil, and slops transfers.

11.2. The Wiper shall assist in sounding of tanks.

11.3. The Wiper may be required to assist in general maintenance work under the supervision of the Licensed Engineers or QMED ratings in the engine department.

11.4. The Wiper may be required to stand fire watch during burning and welding operations.

11.5. The Wiper shall be assigned to clean unlicensed engine room crew quarters as part of his station.

* * * * *

For Patriot Contract Services:

For Marine Firemen’s Union:

Boriana Farrar



Anthony Poplawski

____12/19/2024_____
Date

05DEC2024

Date