

AGREEMENT

**DISTRICT
NO.1-MEBA
(AFL-CIO)**

**DRY CARGO VESSELS
1986-1990**

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District No. 1—PCD, MEBA

HEADQUARTERS

Washington 444 North Capitol Street
Suite 800, Washington, DC 20001
C. E. DeFries, President
Mario C. White, Secretary-Treasurer
(202) 347-8585

SAN FRANCISCO 340 Fremont Street
San Francisco, CA 94105
C. E. Dodson, Executive Vice-President
(415) 421-9620

NEW YORK 30 Montgomery Street
Jersey City, NJ 07302
R. F. Schamann, Atlantic Coast Vice-President
(201) 433-7700

NEW ORLEANS 811 Carondelet Street
New Orleans, LA 70130
C. W. Daulley, Gulf Coast Vice-President
(504) 523-1884

Branches and Ports

BALTIMORE 1003 Eastern Avenue
Baltimore, MD 21202
D. K. Masingo, Agent
(301) 685-5353

BOSTON 10 High Street, Boston, MA 02109
Paul Pitman, Representative
(617) 426-3583 or 3584

CHARLESTON 4706A Spruill Avenue
North Charleston, SC 29406
R. Hill, Representative
(803) 554-0428

CORPUS CHRISTI 715 Oak Avenue, Room B-3
Corpus Christi, TX 78408
Martin F. Poulsen, Representative
(512) 887-2929

FT. LAUDERDALE 305 S. Andrews Avenue
Ft. Lauderdale, FL 33301
Walter Browne, Representative
(305) 763-1111

HONOLULU 707 Alakea Street
Honolulu, HI 96813
Thomas Park, Representative
(808) 533-1910

HOUSTON 314-316 Broadway, P.O. Box 5216
Houston, TX 77012
Alexander Cullison, Agent
(713) 923-9424

JACKSONVILLE 121 E. 8th Street, Room 3
P.O. Box 3213, Jacksonville, FL 32206
Woodrow Thompson, Representative
(904) 356-3163

MOBILE 951 Government St., Room 425
Mobile, AL 36604
Milton Boatright, Representative
(205) 433-3759

NEW ORLEANS 811 Carondelet Street
New Orleans, LA 70130
C. W. Daulley, Agent
(504) 523-1884

NEW YORK 30 Montgomery Street
Jersey City, NJ 07302
R. F. Schamann, Agent
(201) 433-7700

NORFOLK 1058 W. 40th St., Norfolk, VA 23508
J. C. Delullo, Representative
(804) 489-8985

PANAMA CANAL P.O. Box 1826
A.P.O. Miami, FL 34002
Donald L. Lipman, Representative
Panama (011) 507-52-3112

PHILADELPHIA 430 N. 4th Street
Philadelphia, PA 19123
(215) 925-3939

PORT ARTHUR 2124 Memorial Boulevard
Port Arthur, TX 77640
Julian Huffy, Representative
(409) 985-7291

PORTLAND 421 S.W. Fifth Avenue, Room 401
Portland, OR 97204
(503) 228-2009
(503) 228-1492

SAVANNAH 2351 Shirley Drive
Savannah, GA 31404
Joseph O. Ramsey, Representative
(912) 355-3209

SAN FRANCISCO 340 Fremont Street
San Francisco, CA 94105
C. E. Dodson, Agent
(offices): (415) 421-9620 — (dispatcher): (415) 362-8510

SEATTLE 111 Second Avenue North
Seattle, WA 98109
Karl M. Landgrebe, Agent
(206) 441-6322

TAMPA 906 S. 22nd St., Tampa, FL 33605
David J. O'Dell, Representative
(813) 247-7223

WILMINGTON, CA 421 N. Marine Ave.,
Wilmington, CA 90744
or P.O. Box 846
Wilmington, CA 90748
Ted Kedzierski, Agent
(offices): (213) 830-8221 — (dispatcher): (213) 834-3461

WILMINGTON, NC 1812 Princess Street
Wilmington, NC 28405
William L. Seale, Representative
(919) 763-4110

General Counsel

DICKSTEIN, SHAPIRO & MORIN
2101 L Street, N.W., Washington, DC 20037
(202) 785-9700

Officer Training

CALHOON MEBA ENGINEERING SCHOOL
Route 5, Box 509, Easton, MD 21601
(301) 822-9600

MEBA Diagnostic Centers

BALTIMORE 1005 Eastern Avenue
Baltimore, MD 21202
(301) 547-9111 Ext. 201 or 202

NEW YORK 30 Montgomery Street
Jersey City, NJ 07302
(201) 432-5370

NEW ORLEANS 1000 Howard Avenue, Suite 701
New Orleans, LA 70113
(504) 522-5151

SAN FRANCISCO 340 Fremont Street
San Francisco, CA 94105
(415) 974-6810

MEBA Plans

MEBA Benefit Plans 1007 Eastern Avenue
Baltimore, MD 21202
(301) 547-9111

**MEBA Towboat Operators
Welfare Trust** 340 Fremont Street
San Francisco, CA 94105
(415) 495-8080

**DISTRICT NO. 1 — PACIFIC COAST
DISTRICT, M.E.B.A.**

DRY CARGO AGREEMENT

PREAMBLE

(a) THIS AGREEMENT made as of the 1st day of July 1986, by and between District No. 1 — Pacific Coast District, MEBA (hereafter referred to as the "Association" or "Union") and the undersigned Company for itself and any subsidiary or affiliate (herein the "Company") with respect to any U.S. Flag ocean-going dry cargo and passenger vessel which it either owns or operates as an agent or under bareboat charter.

(b) It is agreed that a Company operating a vessel as an agent shall give written notice to the Union of its status as agent and shall be liable for the period that the vessel is under its operation including the completion of any pending voyage for wages, vacation, bonuses and all daily contributions to the MEBA Plans required under the collective bargaining agreement. The Company is obligated to give written notice to the Union of

any termination of its Agency. Failure to do so will keep the Agent bound to the foregoing obligation until such notice is received by the Union. If the Union objects, in writing, to its acceptance of the principal for financial reasons, the Company, if it determines thereafter to continue as Agent, undertakes all of the obligations of the principal under the contract.

(c) In the event the Company acquires a tanker vessel, that vessel will be covered under an agreement similar to that between the Tanker member companies of the

..... and the Union.

WITNESSETH:

SECTION 1. RECOGNITION AND PREFERENCE OF EMPLOYMENT

Recognition:

(a) The Company recognizes the Association as the sole representative of its licensed engineers for the purpose of collective bargaining. The Parties agree that it shall be of the essence of the Agreement that its administration shall be confined exclusively to the Parties.

The Parties agree that all of the engineers to whom this Agreement is applicable are "supervisors" within the meaning of the Labor Management Relations Act of 1947, as amended.

Preference of Employment:

(b) The Company agrees that when hiring any licensed engineer other than the Chief Engineer,* the employee shall be obtained through the offices of the Association; provided that engineers so named by the Association shall be qualified to fill the available positions, and further provided that the Company shall have the right to select men whom the Company considers qualified and satisfactory. Any engineer who has been discharged by a Company for cause, in accordance with Section 4 of this Agreement, which has not been reversed by Section 2 of the Agreement, shall not be provided by the Association to the same Company for any available position. In case any person is rejected, the Association agrees to furnish a prompt replacement. If the Association feels any rejection has been unjust and has worked a hardship on the person, the Association shall, without delay, take the matter up with the Company and attempt to secure an adjustment. In the absence of a satisfactory adjustment, the matter can be submitted for disposition under Section 2 by the Association.

(c) The Company, in addition to its unrestricted right of selection of the Chief Engineer,*

*With respect to the First Assistant Engineer, see paragraph (e) of this Section.

shall have the right to keep in continuous employment within its fleet any licensed engineer for assignment to any rating provided he maintains his membership in good standing in the Association and the Company and the employee desire such employment to continue. Continuous employment shall not be deemed to have been broken if the engineer is on leave of absence because of seasonal lay-up, temporary withdrawals from service, vacations, illness, injury, sickness in the family or other reasons relating to personal affairs, provided such engineer does not during such period accept employment with any other Company other than night relief engineer work.

(d) The Company shall have the absolute right to select its own employees for Chief Engineer,* provided such employees are members of the Association in good standing and the Company shall take reasonable steps to ascertain such fact.

(e) All First Assistant Licensed Engineers not promoted or assigned from the permanent employees of the Company, shall be obtained from the Union hiring hall, with the understanding that, in referring a First Assistant to the Company, the employee's qualifications shall be commensurate with the position and with the particular vessel to which he is referred. It is further understood the Company shall have the right to assign as First Assistant an employee on leave of absence with the Company who has retained his permanent employee status with the Company.

*With respect to the First Assistant Engineer, see paragraph (e) of this Section.

(f) If the Company, with reasonable promptness after the occurrence of a vacancy, requests the Association to furnish a licensed engineer to fill such vacancy and the Association is unable to do so in time to meet the requirements of the vessel, the Association shall immediately notify the Company which shall then be free to secure an engineer for this specific vacancy from any source. However, preference shall be given to members of the Association in good standing, when available and qualified to fill the position.

(g) No Company shall make any assignment or transfer of any licensed engineer to a relief job except through the Union hiring hall, provided, however, that this provision shall not apply to the Chief Engineer,* and provided further, however, that promotions may be made within a vessel to fill a relief job so long as the licensed engineer assigned to the vacancy created by such promotions shall be obtained through the offices of the Association.

(h) The Shipping Rules of the Association as of the effective date of this Agreement which are not inconsistent with the terms of this Agreement, shall be deemed to be part of and incorporated in this Agreement. It is understood that this provision is not intended to be used to change any of the employment practices and working conditions aboard the vessels established under and pursuant to this Agreement.

(i) In the event the Company seeks a replace-

*With respect to the First Assistant Engineer, see paragraph (c) of this Section.

ment through the home port, the Company will pay all necessary transportation expense, wages and subsistence of the engineer provided by the offices of the Association.

(j) It is understood that the term "offices of the Association" as used in this Section shall be defined as being the offices of the Association at the port at which the vessel may be located at the time the engineer is being selected.

(k) The Association shall in its sole discretion designate from time to time the ports in which it maintains an office which shall then be so recognized by the Company unless subsequently changed by the Association.

It is agreed that the foregoing paragraph is not intended to be used for the purpose of changing the ports in which the Association, as of the effective date of this Agreement maintains an office, unless in any such ports local officials do not comply with the established policies or law of the Association in which event the Association shall have the right to take action hereunder.

(l) All employees who are presently members of the Association in good standing or who may become members hereafter shall be required to remain in good standing during the life of the Agreement, provided that the Company shall not be required to take action until first notified by the Association that such employee has lost his good standing.

(m) The Association and the Company agree that the term "good standing" shall have the same

interpretation and meaning as it had in past agreements.

Leaves of Absence:

(n) When an engineer requests a leave of absence, if in the judgment of the Company it is consistent with its operating needs, the same shall be granted for any of the reasons specifically set forth in this Section. The Company shall have the right to deny a leave of absence, including a vacation leave (except in cases of dire emergency), in instances where more than 50% of the vessel's permanent licensed engineer complement are off the vessel. Leaves of absence for personal reasons may not exceed one hundred and twenty (120) days in any one (1) year provided that this period may be extended for reasonable cause with notice of same to be given to the Association. A leave of absence should indicate the ground for same and when the engineer is expected to return for duty. Copies of all leaves of absence shall be furnished to the Association.

(o) Subject to the provisions of this Agreement, following completion of a leave of absence granted by the Company at the request of an employee, such employee shall, whenever possible, rejoin his vessel at his previous rating or be assigned prior to the return of his vessel to a vacancy on any other available vessel in an equivalent position, or if mutually agreed, to a lower rating. No transportation is obligatory to effect such return to duty on his vessel, except as provided in Section 29(a)(5) herein.

(p) All licensed engineers employed on any vessel of any Company, including those engineers

who are away from the vessel by reason of vacation, illness or other legitimate leave of absence, but not including those engineers serving on any vessel on a relief basis, may not be transferred away from their regular position to any other vessel without the written consent of the individual engineer and the Union. The consent of the Union shall not be arbitrarily withheld.

Extended Foreign Voyages:

(q) When a Licensed Officer is employed on a vessel on a voyage in excess of 180 days, the Licensed Officer may, at his option, take a leave of absence from the vessel at its next port-of-call subsequent to the 180th day of his employment on that voyage. However, if the vessel is scheduled to arrive at a continental United States port within 30 days of the vessel's departure from the aforesaid port-of-call, his leave of absence shall commence at the first such port. Under both of the foregoing circumstances, the Licensed Officer shall be entitled to transportation back to his port-of-original-engagement. If the vessel is scheduled to call at the Licensed Officer's port-of-original-engagement within 15 days subsequent to first arrival at a continental U.S. port, his leave of absence may be deferred until arrival at such port.

(r) Because of the restrictions in countries in the Persian Gulf area, the leave of absence shall be granted in the next discharge port.

(s) When a vessel is engaged in regular foreign-to-foreign trade, the leave of absence shall be granted in the port area where regular commercial

air service to the United States is available, on the leg of the voyage closest to the United States.

Anti-Discrimination:

(t) During the life of this Agreement, the Association shall not discriminate against applicants for membership in the Association because of race, creed, color, religion, national origin, sex or age.

(u) If, in the opinion of the Company, a person is otherwise fully qualified, the Company agrees not to discriminate against such person solely on account of age or on account of his inability to become a member of the United States Naval Reserve or the United States Maritime Service. This Section shall not apply in cases where membership in the United States Naval Reserve or the United States Maritime Service is or may be required by law or governmental regulations.

(v) Seventy (70) years of age shall be the mandatory retirement age for all licensed engineers.

SECTION 2. GRIEVANCE PROCEDURE AND ARBITRATION

(a) The Union will not authorize or participate in any strike or stoppage of work during the period of this Agreement and will take all reasonable steps to curtail such strike or work stoppage. The Company will not authorize, participate in or permit any lockout during the period of this Agreement.

All disputes relating to the interpretation or performance of this Agreement shall be determined in accordance with the provisions of this Section.

No grievance or claim arising from an unjust discharge or other disciplinary action will be entertained after pay-off unless within fifteen (15) days thereafter a written claim from the licensed engineer or someone authorized to act on his behalf is received by the Union, unless there are mitigating or extenuating circumstances which prevented the licensed engineer or his representative from submitting the claim.

(b) There shall be a Licensed Personnel Board consisting of two (2) persons appointed by the Union and two (2) persons appointed by the Company.

The Arbitrator designated will serve as the chairman of any meeting of the Licensed Personnel Board. If said Board resolves any grievance either by majority vote or by mutual agreement, said grievance shall be deemed settled.

In the absence of such final disposition by the Licensed Personnel Board, the Arbitrator will then have jurisdiction of the case to render a decision as Arbitrator. Either party may request a further opportunity to present additional evidence for the purpose of the arbitration proceeding. In the absence of any such request or if the Arbitrator shall deny the request, the Arbitrator is to proceed to issue an award without the need of any further hearings.

(c) The decision of a majority of the Board or of the Arbitrator, as the case may be, shall be

final and binding upon the parties and shall be complied with by both parties immediately upon its issuance.

(d) The Arbitrator will be appointed by mutual agreement for a one (1) year period, renewable for one (1) year periods by mutual consent. In the event of the termination of the Arbitrator, the parties will agree within fifteen (15) days upon a successor, failing which, the parties shall request an agreed-upon agency to designate five (5) names from among which each party shall have the right to strike two (2), and the Agency shall designate a successor who shall serve for the balance of the contract year. The Arbitrator shall continue to serve until his successor has been designated.

(e) A fixed date in each calendar month during the term of this Agreement shall be designated for the meeting of the Licensed Personnel Board with respect to any grievances that each party may have. The Company and the Union agree that in order to properly have a grievance submitted to the Licensed Personnel Board at its regular monthly meeting, at least five (5) days' notice in writing must be given to the other party, setting forth the nature of the grievance and the relief requested, unless such time limitation is waived. If there are no grievances to be presented at any designated monthly meeting, the Arbitrator will be given twenty-four (24) hours' notice by the parties prior to the date of such meeting and said meeting will be cancelled.

Licensed Personnel Board meetings shall continue from day-to-day until completed, unless the Parties agree otherwise.

The use of a stenographic reporter, tape recorder, or any other type of recording device during a meeting of the Licensed Personnel Board is prohibited, unless both parties agree otherwise.

The Arbitrator must render a decision within fifteen (15) days after the hearing has been closed unless the parties have otherwise extended such time by mutual consent.

(f) Either party may, in addition to such fixed meetings, have the right, by telegraphic notice to the other party and to the Arbitrator, to request a convening of the Licensed Personnel Board to consider a grievance, the nature of which requires immediate disposition. In such event, the Board shall meet as expeditiously as possible, but in no event later than twenty-four (24) hours after receipt of said notice. In such case, the award of the Licensed Personnel Board and, where a deadlock of the Licensed Personnel Board occurs, the Arbitrator, if requested by the aggrieved party, shall issue forthwith and in no event later than five (5) hours after the conclusion of the hearing, unless the aggrieved party agrees to waive this time limitation with respect to all or part of the relief requested.

(g) The award of the Arbitrator shall be in writing and may be issued with or without an opinion. If any party desires an opinion, one shall be issued, but its issuance shall not delay compliance with and enforcement of the award.

(h) The failure of any party to attend an arbitration hearing as scheduled by the Arbitrator shall not delay said arbitration and the Arbitrator is authorized to proceed to take evidence and to issue an award as though such party were present.

(i) If a dispute concerning the failure and/or refusal of the Company to make timely and/or adequate fringe benefit contributions is submitted to the Arbitrator under this Section of the Agreement, the Arbitrator shall have authority to reach only one of two decisions within the time limits set forth in Sections 2 (e) and (f) of the Agreement. He shall either find that the Company is in fact delinquent in its contributions, in which event he shall order immediate payment in full of all delinquent contributions, accrued interest thereon, and reasonable attorneys' fees, or that the Company is not delinquent, in which event the grievance shall be denied.

(j) It is the desire and the purpose of the parties that all grievances available for Licensed Personnel Board consideration or arbitration be disposed of as promptly and expeditiously as possible.

(k) Any expense of arbitration and any expense incurred by the Licensed Personnel Board shall be equally divided by the parties hereto.

(l) Unless some other place is mutually agreed upon, the Licensed Personnel Board and arbitration hearing shall be held in New York City, N.Y.

(m) No licensed engineer shall be required to work under conditions which may endanger his health or safety, or be required to either work behind a picket line or cross a picket line. The refusal of an engineer to perform work in accordance with this paragraph shall not be cause for discharge and any action taken by an engineer or the Association in accordance with this paragraph shall not be deemed to constitute a violation of this Section.

(n) The Company agrees to maintain a safety program to guarantee full and adequate safety measures for the engineers. The Company further agrees to work out a feeding program to improve the quality, quantity and preparation of food served on the vessels. Where the Association has any dispute with respect to the foregoing, the issue shall be presented to arbitration for final disposition.

(o) Any action to enjoin a grievance or arbitration proceeding under this Agreement shall be instituted in the federal courts of the District of Columbia. The award of the Arbitrator may be enforced in the courts of the State of New York. Any action to modify or vacate an arbitration award shall be instituted in the courts of the State of New York. It is expressly agreed that neither the Company nor the Union will seek the removal from the courts of the State of New York to the federal courts of any such proceeding to enforce, modify or vacate the award, and both the Company and the Union hereby expressly waive their right to seek such removal or institute proceedings to enforce, modify, or vacate the award in any forum other than the courts of the State of New York. Nothing in this paragraph shall preclude either the Company or the Union from initiating proceedings in any appropriate state or federal court with regard to any matter other than the enforcement, modification, or vacating of an arbitration award.

(p) If the Union is found in any legal proceeding to have violated its duty of fair representation based on the Union's decision not to arbitrate an employee grievance, the Company shall

indemnify the Union and hold it harmless for any sums assessed against the Union as damages for lost earnings, fringe benefits or other employment benefits, provided, however, the Company shall not be required to indemnify the Union for any sum resulting from a finding that the Union caused or attempted to cause the Company's action or inaction which is the subject of such legal proceeding.

SECTION 3. PHYSICAL EXAMINATION

(a) Licensed engineers shall be required to have an annual physical examination to be performed at one of the MEBA Diagnostic Centers. Before this service is instituted, the parties will agree on physical standards to be used in the examinations and will agree upon a procedure which will make the records of these examinations available to the pre-sign-on doctor, if any.

(b) Pre-sign-on physical examinations, when required in the ports of New York, Baltimore, New Orleans and San Francisco, or where other clinics may be established, will be given at the MEBA Diagnostic Centers. Before this service is instituted, the Parties will agree on physical standards to be used in the examinations and will agree upon a procedure which will make the records of these examinations available to the Companies. In those ports where there is no MEBA Diagnostic Center, a pre-sign-on physical examination, if required, will be performed by a doctor mutually agreed upon between the Union and the Company.

(c) The MEBA Diagnostic Center or doctors mutually agreed upon, giving the physical exam-

ination for sign-on purposes, as indicated in (b) above, shall be the final authority for establishing fit-for-duty for such purpose. This shall not apply, however, for examinations in connection with personal injury or maintenance and cure claims.

(d) In the event a licensed engineer is discharged for medical reasons, the issue as to whether the engineer is fit-for-duty or not shall be submitted either to the MEBA Diagnostic Center or to the mutually agreed-upon doctor.

(e) Until the service described in (b), (c) and (d) is instituted, present practice will prevail.

(f) Where a licensed engineer is required to incur unusual transportation expenses in connection with his physical examination because of special needs of the Company, his transportation expenses will be reimbursed.

(g) An engineer who lives in excess of seventy-five (75) miles from a MEBA Diagnostic Center shall be afforded one (1) round trip per year for him and his family from the Branch office closest to his home to the nearest MEBA Diagnostic Center with the cost of such round trip transportation to be paid with monies otherwise allocated to the Special Fund.

(h) A licensed engineer or his family member who is entitled to receive transportation to and from a MEBA Diagnostic Center shall be entitled to regular tourist class transportation.

(i) Section 3 (a) of the Agreement regarding physical examinations shall be enforced.

SECTION 4. DISCHARGE

(a) Nothing in this Agreement shall prevent the Company from discharging any licensed engineer officer who is not satisfactory to it but any dispute arising therefrom shall be settled in accordance with Section 2, and the terms of settlement shall include a provision as to the payment of wages, subsistence and room allowance from the date of discharge. This paragraph shall also apply in the case of a refusal by a Company to employ an engineer duly assigned in accordance with the provisions of this Agreement.

If a dispute concerning a discharge or refusal to employ is resolved by the Arbitrator under Section 2 of this Agreement, the Arbitrator shall have authority to reach only one of two decisions. He may either uphold the discharge if he finds that it was made for just or proper cause, or he may direct the Company to reinstate the licensed engineer with full base wages, nonwatch, subsistence and room allowance for the period he was off the vessel.

Vacation pay earned as a result of employment with an Employer other than the discharging Employer shall not be deducted in mitigation of back pay and benefits. The Arbitrator shall determine whether vacation earned as a result of employment with the discharging Employer shall be deducted in mitigation of back pay and benefits.

(b) An engineer who is discharged for cause shall be given on the date of discharge, a written statement advising of the discharge and an explanation of the reasons for the discharge. Failure

to furnish such written statement or the furnishing of a statement which fails to set forth the facts shall presumptively establish that the engineer has been discharged without just cause. Such statement may be furnished to the Union if the engineer is not available.

Events occurring after the date of discharge may not be used to justify that discharge, although such events may be the basis of a subsequent discharge.

SECTION 4A. PAY-OFF PROCEDURE

(a) Licensed engineers who are dismissed or their employment terminated by the Company shall be paid all wages due them as follows:

- (1) If the vessel arrives on or before 12 noon and the licensed engineer is dismissed or employment terminated by the Company that day, he shall be paid such wages on that date.
- (2) If the vessel arrives after 12 noon the licensed engineer shall be paid such wages not later than 12 noon of the day following dismissal or termination of employment by the Company.
- (3) If the licensed engineer is dismissed or employment terminated by the Company while on port payroll, he shall be paid on the day of dismissal.
- (4) On days other than the day of departure, if an engineer who is not on foreign articles gives notice of his resignation before 2 P.M., he shall be paid off that day. If such

notice is not given before 2 P.M., the engineer shall be paid on the next working day. On the day of departure, if an engineer gives notice of his resignation at least three (3) hours prior to scheduled sailing time, he will be paid that day. If such three (3) hours' notice of resignation is not given, present practice will prevail.

If the above is not complied with, a licensed engineer shall receive wages (and board and lodging unless same have been provided by the Company) until and including day of pay-off, but only if such licensed engineer has presented himself at the designated time and place of his pay-off.

(b) An engineer shall be paid off in any United States port upon his request, though under foreign articles, provided a replacement to meet the needs of the vessel is available and he gives the Master a twenty-four (24) hour notice, but he shall not be entitled to transportation.

(c) An engineer requesting a draw in a foreign port shall be entitled to the same either in cash, in U.S. money or in travelers checks, except where prohibited by local law.

(d) In the case of any vessel which arrives in port during a weekday, and prior to noon on Friday where there is to be a pay-off for the licensed engineers, said pay-off must be completed prior to 2 P.M. on a weekday of the same week, unless facilities are provided to furnish non-negotiable instruments in lieu of cash in which event pay-off shall be completed by 5 P.M.; otherwise, the pay-off shall be made on the succeeding Monday with continuous wages (and board and

lodging unless same have been provided by the Company) through and including the day of pay-off.

When a vessel arrives in port prior to 12 noon on a Friday, and is placed in dry dock or layup prior to the succeeding Monday, the provisions of Section 4A (d) shall apply, except that a single pay-off may be made during the weekend with wages paid to the affected engineers through the day of pay-off.

(e) The Company will not require engineers to report on the weekend or Holidays (except on the day of arrival or departure) for purposes of signing-off or signing-on if the same can practically be accomplished on another day. Premium pay shall be paid for any violation thereof. If the Company requires the engineer to report on his scheduled day off, the scheduled day off will not be deemed to have been granted.

(f) On December 31 of each year of this Agreement, all licensed engineers, whether at sea or in port, shall be entitled to receive all monies due them in the form of a check or other instrument which, under IRS rules, shall be deemed as constructive receipt of said money. W-2 forms shall be timely provided and shall reflect all appropriate money earned with the Company during the applicable calendar year.

SECTION 5. PASSES TO ASSOCIATION REPRESENTATIVES

(a) Authorized representatives of the Association shall have the right to go on board ships covered by this Agreement at all reasonable times, subject to military regulations and any

other regulations mutually satisfactory to the Association and the Company, for the purpose of consulting with the engine room officers employed thereon.

(b) The Association shall take out insurance which will protect the Company and subsidiary or affiliated Companies against any claims, loss of life, or injury occurring to a representative of the Association while on the property or while on board a vessel of any of the above-mentioned Companies while said property or said vessel is owned, chartered, leased, or operated under General Agency Agreement, and shall furnish satisfactory evidence of such insurance for the benefit of the Company and subsidiary or affiliated Companies.

SECTION 6. CLASSIFICATION OF VESSELS

(a) Once the power tonnage of a vessel has been determined, no subsequent conversion or changes in admeasurement for any reason may result in a decrease in class for said vessel.

(b) For the purpose hereof, vessels shall be defined into the following classifications:

SINGLE SCREW

Class	Power Tonnage
A-4	70,001 and over
A-3	45,001 to 70,000
A-2	35,001 to 45,000
A-1	25,001 to 35,000
A	17,001 to 25,000
B	12,001 to 17,000
C	7,501 to 12,000
D	5,001 to 7,500
E	Less than 5,001

The MAGDALENA vessels to fit into the appropriate class as provided above but no lower than the class designated under the Agreement.

TWIN SCREW

Class	Power Tonnage
A-4	51,001 and over
A-3	35,001 to 51,000
A-2	28,001 to 35,000
A-1	20,001 to 28,000
A	15,001 to 20,000
B	9,001 to 15,000
C	5,501 to 9,000
D	3,501 to 5,500
E	Less than 3,501

(c) In determining the class of a vessel, horsepower shall be taken from the Record of the American Bureau of Shipping and admeasurement of tonnage as determined by the U.S. Coast Guard, Marine Inspection, Admeasurement Section. Power tonnage is the sum of the gross tons figure added to the horsepower figure.

SECTION 7. WAGES

(a) Licensed engineer officers of the classifications hereby designated (or equivalent classifications, regardless of what titles may be used by the respective Company) shall be paid the following monthly wages together with subsistence, quarters, maintenance and cure as customary.

(b) In any instance where an established length of service wage increase arrangement is in effect, increases above the rates specified below may be paid in accordance with the provisions of such arrangement.

(c) No licensed engineer who receives a monthly wage rate higher than prescribed below shall suffer a reduction to his monthly wage, provided that said licensed engineer remains in the same position with the same Company on a vessel in the same power tonnage classification.

If a Chief Engineer in the employ of a Company who was formerly assigned to a vessel of a higher power tonnage class other than a vessel operated under General Agency Agreement, is transferred to a vessel of a lower power tonnage class operated by the same Company, his wage rate shall not be reduced except pursuant to agreement between the Company and the Chief Engineer and shall not in any event be reduced below the applicable rate herein specified.

(d) For each nonwatchstanding licensed engineer rating (including the Chief Engineer) on each class of vessel, the monthly nonwatch allowance shall be increased as set forth in the wage tables. The nonwatch monthly allowance shall be established in accordance with the following formula: it shall be the daily wage rate times 6.067 (monthly base divided by $21\frac{2}{3}$ times 6.067). This allowance will be included in the monthly base pay for all purposes other than in the computation of pensions or the applicable overtime rate.

The same formula will be used to compute the nonwatch equivalent for the watchstanding licensed engineers, which amount will be added to the monthly base pay for the purpose of computing vacations, unearned wages and bonuses.

A monthly nonwatch allowance shall be paid to the Chief Engineer and to each Assistant Engi-

neer who does not stand watch and whose normal hours of work at sea are forty (40) hours per week. This monthly nonwatch allowance shall not be lost by virtue of a change in duties during the course of a voyage.

(e) On twin-engine single screw vessels, the sum of ten dollars and seventy-five cents (\$10.75) per month shall be paid to each licensed engineer officer in addition to his regular wage.

On diesel vessels, the salaries of licensed engineers shall be ten per cent (10%) above the scale herein prescribed for steam vessels of equal power tonnage.

When vessels of power tonnage of 75,000 and over or vessels with a new type power plant are put into operation, the Association shall have the right to raise the issue of the wages to be paid to the licensed engineers aboard said vessels and in the event of disagreement in negotiations said issue shall be submitted to arbitration in accordance with the provisions of Section 2.

(f) All pay vouchers for the regular licensed engineers and for the Relief licensed engineers must be legible and contain the ship's name, the Company's name and the date.

(g) In the event the United States Coast Guard, during the term of the Agreement, alters the type of engineering licenses so that the new license shall cover two (2) or more of the present ratings, the holder of the new license shall be entitled to the compensation applicable to the higher rating if the engineer is assigned the performance of the duties of said rating.

(h) If legislation is hereafter enacted under which licensed engineers are held liable for oil

pollution, then in the absence of a willful or gross negligence on their part, the Employer shall be obligated to pay all costs of litigation in which the engineer is involved, reimburse the engineer for any fines or other levies which may be imposed and for all lost wages resulting from being involved in any such proceedings.

(i) In American domestic ports, a licensed engineer's pay shall start as of the day on which he reports for work aboard the vessel, unless the licensed engineer he is replacing is being paid for the same day. In the event that both licensed engineers are required to work on that day, both shall be paid for the day but no contributions for fringes shall be paid for either man.

(j) With respect to licensed engineers joining a vessel in a foreign port, the licensed engineer's pay and benefit contributions shall start as of the day of the departure flight to join the vessel.

(k) The Company agrees to contribute to a plan designated by the Union for each day of employment from June 16, 1984 through June 30, 1986 an amount equal to two percent (2%) of all rates of pay and wage-related contributions as of June 15, 1984. Effective July 1, 1986, said contribution shall be continued at fifty percent (50%) of the previous rate for the life of the Extended Contract and any extension thereof under Section 51(a) herein. This contribution is in settlement of the seven-and-one-half percent (7½ %) wage deferral from June 16, 1982 to June 15, 1983. The Company shall have no further obligations with respect to this deferral and all other deferrals under the prior contract.

(l) The Company shall continue in operation a Training Program for the licensed engineers to be assigned by the Company, in cooperation with the Union, to mechanized, semi-mechanized or retrofit vessels. It is understood that as part of said Training Program, the licensed engineers assigned by the Company to said Program shall be paid their base wages, lodging and subsistence.

The Arbitration Award of the Special Panel dated September 22, 1965, which accorded licensed engineers the ten per cent (10%) additional compensation on mechanized, semi-mechanized or retrofit vessels where "the parties have agreed to a lesser engineer complement than on conventional vessels of a similar class" is amended so that effective June 16, 1969, the aforesaid additional compensation shall be paid on all said vessels solely and exclusively for the special training and skills attached to said employment.

(m) There shall be a two percent (2%) increase on all rates of pay and wage related items effective July 1, 1987.

There shall be further increase of two percent (2%) on the new rates under the above formula effective on July 1, 1988, and on July 1, 1989.

Under such wage schedule, wages shall be calculated and paid, on a day-for-day basis regardless of the number of days in any month. The monthly rate shall be divided by thirty (30) to determine said daily rate.

The rates of pay effective July 1, 1986, are set forth in the following tables. Where a vessel is either diesel or automated or both, the applicable wage shall be that shown in the Mechanized, Semi-Mechanized, Retrofit and/or Diesel Vessels wage scale for that particular vessel class.

WAGE SCALES — DRY CARGO

Effective July 1, 1986

Class

		Overtime Hourly Rate	
A-4	Base Wage		Nonwatch
Chief Engineer	\$6,103.45	\$52.83	\$1,709.06
Exec. Engineer	5,163.34	44.69	1,445.81
1st Asst. Engr.	3,960.97	34.28	1,109.13
2nd Asst. Engr.	3,348.98	28.99	937.76
3rd Asst. Engr.	2,737.03	23.69	766.41
Licensed Jr. Engr.	2,549.99	22.07	714.04

A-3

Chief Engineer	\$5,588.53	\$48.37	\$1,564.87
Staff Chief Engr.	4,767.79	41.27	1,335.05
1st Asst. Engr.	3,537.25	30.62	990.48
2nd Asst. Engr.	3,082.23	26.68	863.07
3rd Asst. Engr.	2,627.14	22.74	735.64
Licensed Jr. Engr.	2,439.29	21.11	683.04

A-2

Chief Engineer	\$5,107.27	\$44.21	\$1,430.11
1st Asst. Engr.	3,196.93	27.67	895.19
2nd Asst. Engr.	2,886.15	24.98	808.17
3rd Asst. Engr.	2,575.34	22.29	721.13
Licensed Jr. Engr.	2,387.62	20.67	668.57

A-1

Chief Engineer	\$4,998.54	\$43.26	\$1,399.67
1st Asst. Engr.	3,092.51	26.77	865.95
2nd Asst. Engr.	2,807.90	24.30	786.25
3rd Asst. Engr.	2,523.26	21.84	706.55
Licensed Jr. Engr.	2,337.47	20.23	654.53

	Base Wage	Overtime Hourly Rate	Nonwatch
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A

Chief Engineer	\$4,889.94	\$42.32	\$1,369.26
1st Asst. Engr.	2,978.97	25.78	834.16
2nd Asst. Engr.	2,699.07	23.36	755.78
3rd Asst. Engr.	2,419.11	20.94	677.39
Licensed Jr. Engr.	2,233.53	19.33	625.42

B

Chief Engineer	\$4,767.79	\$41.27	\$1,335.05
1st Asst. Engr.	2,850.11	24.67	798.07
2nd Asst. Engr.	2,586.37	22.39	724.22
3rd Asst. Engr.	2,322.64	20.10	650.37
Licensed Jr. Engr.	2,129.53	18.43	596.30

C

Chief Engineer	\$4,644.90	\$40.20	\$1,300.64
1st Asst. Engr.	2,746.03	23.77	768.93
2nd Asst. Engr.	2,482.29	21.49	695.08
3rd Asst. Engr.	2,218.54	19.20	621.22

D

Chief Engineer	\$4,444.42	\$38.47	\$1,244.50
1st Asst. Engr.	2,694.08	23.32	754.38
2nd Asst. Engr.	2,430.34	21.04	680.53
3rd Asst. Engr.	2,166.53	18.75	606.66

E

Chief Engineer	\$4,340.40	\$37.57	\$1,215.38
1st Asst. Engr.	2,641.97	22.87	739.79
2nd Asst. Engr.	2,378.36	20.59	665.98
3rd Asst. Engr.	2,114.67	18.30	592.14

Port Relief Engineer Rates:

Standard (Hourly)	\$ 20.91
Port Relief Minimum	\$146.37
Penalty/Premium	\$ 8.67

WAGE SCALES – MECHANIZED, SEMI-MECHANIZED & RETROFIT AND/OR DIESEL VESSELS

Effective July 1, 1986

Class		Overtime Hourly Rate	
A-4	Base Wage		Nonwatch
Chief Engineer	\$6,713.80	\$58.11	\$1,879.96
Exec. Engineer	5,679.67	49.16	1,590.39
1st Asst. Engr.	4,357.07	37.71	1,220.04
2nd Asst. Engr.	3,683.88	31.89	1,031.54
3rd Asst. Engr.	3,010.73	26.06	843.05
Licensed Jr. Engr.	2,804.99	24.28	785.44

**WAGE SCALES — MECHANIZED,
SEMI-MECHANIZED & RETROFIT
AND/OR DIESEL VESSELS**

Effective July 1, 1986

A-3	Base Wage	Overtime	Nonwatch
		Hourly Rate	
Chief Engineer	\$6,147.38	\$53.21	\$1,721.36
Staff Chief Engr.	5,244.57	45.39	1,468.56
1st Asst. Engr.	3,890.98	33.68	1,089.53
2nd Asst. Engr.	3,390.45	29.35	949.38
3rd Asst. Engr.	2,889.85	25.01	809.20
Licensed Jr. Engr.	2,683.22	23.22	751.34

A-2

Chief Engineer	\$5,618.00	\$48.63	\$1,573.12
1st Asst. Engr.	3,516.62	30.44	984.71
2nd Asst. Engr.	3,174.77	27.48	888.98
3rd Asst. Engr.	2,832.87	24.52	793.25
Licensed Jr. Engr.	2,626.38	22.73	735.43

A-1

Chief Engineer	\$5,498.39	\$47.59	\$1,539.63
1st Asst. Engr.	3,401.76	29.44	952.54
2nd Asst. Engr.	3,088.69	26.73	864.88
3rd Asst. Engr.	2,775.59	24.02	777.21
Licensed Jr. Engr.	2,571.22	22.26	719.98

A

Chief Engineer	\$5,378.93	\$46.56	\$1,506.18
1st Asst. Engr.	3,276.87	28.36	917.57
2nd Asst. Engr.	2,968.98	25.70	831.36
3rd Asst. Engr.	2,661.02	23.03	745.13
Licensed Jr. Engr.	2,456.88	21.27	687.96

**WAGE SCALES — MECHANIZED,
SEMI-MECHANIZED & RETROFIT
AND/OR DIESEL VESSELS**

Effective July 1, 1986

		Overtime Hourly	
	Base Wage	Rate	Nonwatch
B			
Chief Engineer	\$5,244.57	\$45.39	\$1,468.56
1st Asst. Engr.	3,135.12	27.14	877.88
2nd Asst. Engr.	2,845.01	24.63	796.65
3rd Asst. Engr.	2,554.90	22.11	715.41
Licensed Jr. Engr.	2,342.48	20.28	655.93
C			
Chief Engineer	\$5,109.39	\$44.22	\$1,430.71
1st Asst. Engr.	3,020.63	26.15	845.82
2nd Asst. Engr.	2,730.52	23.63	764.59
3rd Asst. Engr.	2,440.39	21.12	683.35
D			
Chief Engineer	\$4,888.86	\$42.32	\$1,368.95
1st Asst. Engr.	2,963.49	25.65	829.82
2nd Asst. Engr.	2,673.37	23.14	748.58
3rd Asst. Engr.	2,383.18	20.63	667.33
E			
Chief Engineer	\$4,774.44	\$41.33	\$1,336.91
1st Asst. Engr.	2,906.17	25.15	813.77
2nd Asst. Engr.	2,616.20	22.64	732.58
3rd Asst. Engr.	2,326.14	20.13	651.35

Port Relief Engineer Rates:

Mechanized, Semi-Mechanized & Retrofit and/or Diesel Vessels (Hourly)	\$ 23.00
Port Relief Minimum	\$161.00
Penalty/Premium Rate	\$ 8.67

SECTION 7A. COST-OF-LIVING INCREASE

The cost-of-living adjustments, if any, due on July 1, 1986 and January 1, 1987 under the Agreement are hereby waived.

Based on the percentage increase between the April 1986 index and the April 1987 index of the Consumer Price Index — United States City Average for Urban Wage Earners and Clerical Workers or its agreed upon successor — published by the Bureau of Labor Statistics of the U.S. Department of Labor (1967 = 100), effective July 1, 1987, a cost-of-living adjustment equal to .6667 of such percentage increase, plus any unpaid fraction carried over from the cost-of-living adjustment effective January 1, 1986, shall be added to the base wage, non-watch, overtime, port relief rates, premium and penalty pay rates, and all wage related items. Increases shall be paid on the basis of each full percent increase, with any unpaid fraction carried over to the next period or periods, and used in computing the percentage increase for such later period or periods.

Further cost-of-living adjustments shall be granted under the same formula at yearly intervals, based on Consumer Price Index increases, if any, between the April 1987 index and the April 1988 index, to be effective July 1, 1988; and between the April 1988 index and the April 1989 index, to be effective July 1, 1989. In the event the Extended Contract is further extended pursuant to Section 51(a) herein, yearly cost-of-living adjustments shall be granted under the same formula.

It is understood and agreed that the following adjustments shall not be effective unless and to the extent that increases in the Consumer Price Index

exceed ten percent (10%), calculated on a cumulative, year-to-year basis.

The cost-of-living adjustments provided herein shall not be included in the base wage for the purpose of computing pension benefits.

SECTION 8. UNIFORMS AND SAFETY EQUIPMENT

(a) Present practices in individual Companies with respect to cleaning and/or laundering uniforms, furnishing of cap devices, gold insignia, gold stripes and other trimmings will be continued.

(b) The Companies shall be required to provide safety hats and safety goggles.

(c) The licensed engineers shall not be required to wear uniforms, but reasonable Company standards shall apply.

SECTION 9. PORT TIME, ARRIVAL AND DEPARTURE

(a) A vessel shall be deemed to have arrived in port thirty (30) minutes after it has anchored or moored at or in the vicinity of a port (or other place of loading or discharging) for the purpose of loading or discharging cargo, ballast, passengers or mail; undergoing repairs; fumigation; lay-up; awaiting orders or berth; bunkering alongside a dock; loading or unloading containers whether empty or not. This provision shall not apply to emergency anchorage or mooring solely for reason of safety.

The term "anchored or moored at or in the vicinity of a port (or other place of loading or discharging)" shall cover any situation where the facts of the situation disclose that the vessel has, as its immediate destination, the specific port or other place of loading or discharging.

(b) A vessel shall be deemed to have departed and port time terminated thirty (30) minutes prior to the time when mooring lines are cast off or anchor is aweigh for the purpose of putting to sea directly.

(c) Port time shall not apply while awaiting pilot, quarantine, pratique, safe weather or tide; it is agreed, however, that in the case of awaiting pilot, quarantine and pratique, any such exception shall not apply where the delay is because the vessel is awaiting a berth and in any event shall only apply where the delay is caused by the arrival of the vessel during hours that the officials passing quarantine or pratique are not on duty and only for such limited period.

(d) Port time conditions shall apply whether or not watches are broken.

SECTION 10. HOURS OF LABOR IN PORT

(a) Eight (8) hours shall constitute a day's work. A day shall be reckoned from midnight to midnight. The normal hours of labor while port time is in effect, shall be between 8 A.M. and 5 P.M., Monday through Friday, inclusive.

(b) Overtime shall be paid:

- (1) for all work performed in port on Saturdays, Sundays and recognized holidays;
- (2) for all work performed in port, Monday to Friday, in excess of eight (8) hours per day.

The Parties agree to eliminate premium pay for the standing of routine watches after 5 P.M. and before 8 A.M. in port provided that no other personnel on the vessel receives extra compensation for similar duty under similar circumstances. The details of this agreement shall be determined by a joint committee of the Companies and the Union.

(c) In the case of vessels in domestic trade carrying primarily containers or primarily automobiles or similar type cargo, the Company agrees in principle that one of the vessel's engineers shall perform the work necessarily required from 8 A.M. to 5 P.M. when the vessel is in port during normal operations without the payment of overtime. In the event an additional Assistant Engineer is required, he shall be paid overtime for such work performed. It is recognized that the remaining officers will not be required to stand by except that when the vessel is in the shipyard or in emergency repairs, the full complement of officers or any part thereof may be used as in the judgment of the Company may be necessary. This Section shall apply only for the first twenty-four (24) hour period during which the vessel is in port, provided that no other vessel personnel receives a better time off in port schedule. Thereafter, the principle of the eight (8) hour day, during which the normal hours of labor shall be between 8 A.M. and 5 P.M., shall be applicable.

(d) The principle of the eight (8) hour day in port shall apply to the Chief Engineer. The normal hours of work in port for the Chief Engineer shall be from 8 A.M. to 5 P.M., Monday to Friday, inclusive.

(e) When the Chief Engineer is required to be on board available for duty in port on Saturdays, Sundays or holidays or between the hours of 5 P.M. and 8 A.M. on Monday through Friday, inclusive, he shall be entitled to receive for said hours, at his option, either:

(1) Time off with pay computed on the basis of his base monthly wage which shall include the nonwatch compensation. The specific amounts with the respective effective dates are set forth in Section 7. If this option is exercised, such days of time off shall be deemed to be regular days of covered employment.

Such time off shall be taken by the Chief Engineer either immediately preceding or following his vacation or at his discretion at such other time when not inconsistent with the operating necessities of the Company. Each eight (8) hours of such excess time shall constitute one (1) day allowance of time off. The Chief Engineer's option to convert overtime to time off with pay shall be converted at no additional cost to the employer.

(2) Cash in lieu of time off, in which event, he shall be entitled to receive for said hours, time and one-half of his base hourly rate as set forth in the base wage tables in Section 7.

(f) The Chief Engineer shall not receive less than 3.166 days of time off or cash in lieu thereof for work in port during overtime hours with respect to each month of covered employment.

(g) The Chief Engineer shall prepare an accurate record of all hours worked in port after 5 P.M. and before 8 A.M. weekdays and on Saturdays, Sundays and holidays. When the Chief Engineer is required to be on board during shifts of the vessel or during the bunkering of fuel oil, the record of time for performing such work shall agree with the vessel's log.

(h) All time worked by a Chief Engineer in port after 5 P.M. and before 8 A.M. weekdays and on Saturdays, Sundays and holidays shall be checked and validated at the end of each voyage.

SECTION 11. WORK BY REGULAR CREW MEMBERS

(a) When the ship's engineers are assigned to a routine night, weekend or holiday watch they shall not be required to perform regular maintenance repair work except that necessary to keep the plant in operation, or such work as may be occasioned due to a mechanical failure occurring during such night, weekend or holiday watch.

(b) When the assistant engineers work overtime, in port after midnight, they shall have a rest period during the same day between 8 A.M. and 5 P.M. of one hour for each hour's work provided, however, that on days of departure such rest period shall not interfere with the assistant engineers standing their regular watches and provided, however, that no double overtime shall be payable as a result of such rest period.

(c) The senior engineer in charge of the engine room watch may not be required to undertake repair or maintenance work which may interfere with the performance of his necessary duties as such senior engineer in charge of the watch.

SECTION 12. NIGHT, WEEKEND AND HOLIDAY RELIEF ENGINEERS

(a) In all continental United States and Hawaiian ports, relief engineers, when available and competent, shall be employed on Saturdays, Sundays and recognized holidays.

(b) Relief engineers, when available and competent, shall also be employed between the hours of 4 P.M. and 8 A.M. on weekdays, Monday to Friday, inclusive in continental United States and Hawaiian ports. The Port Relief Engineer shall be retained until the vessel sails. This provision shall apply on all vessels.

(c) Two (2) relief engineers shall be employed to stand the night watches between 4 P.M. and 8 A.M. on weekdays, Monday to Friday, inclusive. One (1) relief engineer shall be assigned to the watch between 4 P.M. to midnight and one (1) to the watch between 12 midnight to 8 A.M. The day-working engineer shall be relieved at 4 P.M. unless the Chief Engineer requires his presence until 5 P.M. in which event no overtime shall be payable for work between 4 P.M. and 5 P.M.

(d) Where a Company fails to comply with the provisions of this Section, the uncovered relief time with a minimum of seven (7) hours of wages

plus full Pension and Medical and Benefits contributions shall be paid to the MEBA Pension Plan as part of the Special Fund, except where a night relief engineer has been properly ordered by the Company and fails to appear.

(e) Arrangements for night relief engineers for passenger vessels of Class A or larger may be perfected through mutual consent between the Company and the Union.

(f) The offices of the Association from which relief engineers shall be assigned, shall be designated from time to time by the Association and the Company shall be bound to comply with such designation. It is agreed that this paragraph is not intended to be used for the purpose of changing the ports in which the Association, as of the effective date of this Agreement, maintains an office, unless in any such ports, local officials do not comply with the established policies or law of the Association, in which event the Association shall have the right to take action hereunder.

(g) When a vessel is in an American port, licensed engineers shall be paid overtime if they are required to stand a night watch when a relief engineer is not provided.

SECTION 13. RATES OF PAY AND WORKING CONDITIONS FOR NIGHT RELIEF ENGINEERS

(a) When relief engineers are employed for watch at night between the hours of 4 P.M. and 8 A.M. or on Saturdays, Sundays and holidays,

they shall be required to maintain an alert watch and shall perform such duties as may arise in connection with the engine department normally performed by licensed engineers. Wage rates are set forth in Section 7.

(b) Relief engineers shall not be required to perform work below the floor plates or inside boilers or tanks except when necessary to keep the plant in operation in which event he shall receive, in addition, the premium rate or the penalty rate if qualified by Section 19(c) when performing such work.

Relief engineers shall not be required to perform regular maintenance repair work except where necessary to keep the plant in operation, or such maintenance repair work as may be occasioned due to mechanical failure occurring during the relief watch, in which event they shall receive, in addition, the premium rate or the penalty rate if qualified by Section 19(c) when performing such work.

(c) Relief engineers shall not be required to paint, chip, scale, polish bright work, clean purifiers, strainers, filters or smoke indicators, or perform any cleaning up work in the engine department or working dry cargo and explosives, or blow boiler tubes or do any work customarily assigned to the unlicensed personnel provided, however, that relief engineers, if for any reason beyond the control of the Chief Engineer or other engineer in charge, are required to perform the duties or work commonly assigned to the unlicensed personnel when the unlicensed personnel are not available for such work and where the

safety of the vessel is concerned, shall receive, in addition to their regular compensation, the premium rate while such work is being performed. It is mutually understood that the intent and purpose of this paragraph shall not be abused by either party.

Without in any way modifying the foregoing, it is agreed that when a vessel is in port and one or more of the unlicensed personnel normally assigned to the engine room are not on duty, the licensed engineers shall not be required to perform any of the work normally performed by such unlicensed personnel but the licensed engineer in charge of the engine room during such period shall first direct other unlicensed engine room personnel to perform said work. If for any reason such unlicensed personnel does not perform or is incapable or unqualified, or lacks the proper endorsement to perform the work, the engineer must direct him to perform the required work and then make an entry in the log that he had so directed the unlicensed personnel and he either failed to perform or was incapable or unqualified to do so. The licensed engineer shall then, for performing such work, receive premium pay as above provided.

Under the preceding circumstances the Chief Engineer can at any time review the work performance of the unqualified unlicensed personnel and if in his judgment the unlicensed personnel is then qualified to perform the duties and the Chief Engineer so states in the engine log book, the premium pay to the engineer shall cease as of that date. However, thereafter the engineer on watch

can again claim premium pay by another entry in the engine log after again following the original outlined procedure.

(d) Relief engineers shall receive a minimum of seven (7) hours' pay for each call to work.

(e) A hot meal shall be furnished relief engineers standing a continuous watch of twelve (12) to fifteen (15) hours, or in lieu thereof, the same amount as given for lunch under Section 21 for subsistence allowance.

While the vessel is feeding, a hot meal will be furnished to night relief engineers working a full watch between 4 P.M. and midnight, midnight to 8 A.M. and 8 A.M. to 4 P.M.

(f) Relief engineers shall be furnished suitable washing facilities and lockers, located in a place suitable for changing clothes, and cleaning up before going ashore each day.

(g) When relief engineers are required to incur traveling expenses in excess of fifty cents (50¢) round trip for traveling to and from the job, they shall be reimbursed for such traveling expenses by the Employer. In the event the travel time from the office of the Association to the vessel and return is in excess of two (2) hours, and when quarters are not provided on the vessel for the duration of his tour of duty, the relief engineer shall be paid, in addition to his traveling expenses, at his regular rate for all travel time in excess of such two (2) hours.

(h) In accordance with Section 22, relief engineers are to be paid a ten per cent (10%) bonus in addition to their regular compensation when working on vessels which carry explosives as cargo.

(i) The relief engineer shall present himself at the designated place of pay-off to claim his regular wages before 2 P.M. on the day of termination of employment (except on Saturdays, Sundays and holidays) and he shall be paid such wages before 5 P.M. on the day he presents himself for such payment. If such payment is not made as hereinabove specified, he shall be paid for each hour such payment is delayed his regular rate of pay per hour (but not in excess of eight (8) hours pay in any twenty-four (24) hour period). If a relief engineer is required to return to the vessel for his pay-off, he shall be compensated for his transportation and traveling time.

(j) The MEBA Vacation Plan shall provide facilities in the Union halls, in such ports as may be designated by the Union, for the payment of monies due to night and weekend relief engineers. Paragraph (i) shall not be deemed to apply where payments are made to night relief engineers at the Union hall.

SECTION 14. HOURS OF LABOR AT SEA

(a) Four (4) consecutive hours shall constitute a watch and two (2) watches shall constitute a day's work.

(b) The eight (8) hours of work for the non-watchstanding Assistant Engineers and the non-watchstanding Licensed Junior Engineers shall be performed between the hours of 8 A.M. and the hour of the supper meal except when relieving for supper.

(c) All work done at sea by Assistant Engineers in excess of eight (8) hours a day, except that necessary in case of emergency for the safety of the passengers, crew, vessel, vessel's machinery or cargo, shall be paid for as overtime.

(d) No work shall be performed on Saturdays, Sundays or holidays except that necessary for the navigation and safety of the vessel, provided that all licensed engineers shall stand their respective watches as required by law.

All work on Saturdays, Sundays and holidays performed by licensed engineers shall be paid for at the overtime rate.

(e) Supper relief:

- (1) Any licensed Assistant Engineer who works more than eight (8) hours in any one (1) day, including time spent relieving for supper, shall be paid overtime for all time in excess of eight (8) hours' work.
- (2) On ships carrying three (3) Assistant Engineers, the present practice with respect to sea watches and relief for supper shall be continued.
- (3) On ships carrying four (4) or more Assistant Engineers on which there is one (1) nonwatchstanding Assistant Engineer, the nonwatchstanding Assistant Engineer may not be assigned to relieve for supper.
- (4) All ships carrying more than four (4) Assistant Engineers on which there are two (2) or more nonwatchstanding Assistant

Engineers, any nonwatchstanding Assistant Engineer or Licensed Junior Engineer other than the First Assistant Engineer may be required to relieve for supper without the payment of overtime, Monday to Friday. Similar work if performed by the nonwatch-standing Assistant Engineers on Saturdays, Sundays and holidays shall be paid for at the overtime rate.

SECTION 15. MEALS

(a) Meals for licensed engineers shall be served over a one (1) hour period and a reasonable time of at least one-half ($\frac{1}{2}$) hour shall be allowed for each meal in all cases where the engineer is not late due to his own fault.

If for any reason when the ship is in port or at sea, a full hour is not allowed the licensed engineers for lunch or dinner (other than those engineers who are required to relieve each other for lunch or dinner), they shall receive in lieu thereof one (1) hour's premium pay and at least an unbroken hour for their meals upon completion of the work in hand.

(b) Adequate food, properly prepared, shall be furnished for each meal.

(c) A dayworking engineer shall be entitled to fifteen (15) minutes cleanup time before his meal.

(d) The value of room and board aboard the vessels for purposes of FICA, shall be \$2.25 per employee per day. (This applies to vessels of Maritime Service Committee companies).

SECTION 16. CONFINEMENT TO VESSEL

(a) Whenever a vessel is under port time conditions, as provided in Section 9, the engineers entitled to be off watch in accordance with the Agreement shall be entitled to shore leave.

(b) When a vessel arrives at a safe harbor for a stay or more than eight (8) hours, the Company shall furnish launch service, one daily round trip for each watch when weather permits and when regular service is available. Such launch to be available to all vessel personnel.

(c) In port, where regular launch service is not available, the engineers may make their own arrangements for transportation and the Company agrees to reimburse either the engineers or the owner of the boat up to two dollars (\$2.00) round trip per man carried once every twenty-four (24) hours.

(d) When engineers are entitled to shore leave and denied same for any reason except as provided below, or when launch service is not provided as required by this Agreement, premium pay shall be paid for all hours while off watch.

(e) The only reason to deny shore leave is where prohibited by local law, such as denial of pratique or quarantine. Any such prohibition must be posted on the bulletin board and placed in the log. Failure to do so shall preclude any claim by the Company that shore leave was prohibited.

Where such local government restrictions prohibits shore leave, such orders must be in writing from proper shore authorities and shall be posted on the vessel's bulletin board and entry made in

the ship's log book. Under the above circumstances, the Company shall produce a copy of the government restriction order when the engineer is paid off. If it is not possible to get a copy of such restriction order, the Master will prepare a letter stating the terms of restriction for presentation to either the agent of the Government or Military and if such agent acknowledges receipt of such letter, this will be ample proof of such restriction. It is incumbent upon the Master to show the Union a copy of such letter. A letter from the Company's agent or the unsupported statement of the Master will not suffice.

(f) This shall not apply in cases of emergency as defined in Section 18 hereof.

SECTION 17. SEA WATCHES

(a) On days of departure from non-foreign ports, sea watches shall be set at the beginning of the normal period of time required for warming up of engines prior to sailing time. On days of departure from foreign ports, sea watches shall be set at 12:01 A.M. of the day of sailing.

(b) Watches shall be broken one (1) hour after finishing with engines upon arrival at a home port of final discharge or any other port where the vessel is to remain for a period to exceed twenty-four (24) hours.

(c) When sea watches are set, Assistant Licensed Engineers shall be required to report on board and be available for duty not less than one (1) hour before time posted on the sailing board. The sailing time shall be posted at the gangway

on 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 the scheduled sailing, if before midnight. If the scheduled sailing is between midnight and 8 A.M., the sailing time shall be posted not later than 5 P.M.

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 and if such delay exceeds two (2) hours, the watch off duty shall be dismissed and shall receive two (2) hours' premium pay for such reporting. If the new sailing time is not posted within the two (2) hour period, the watch off duty shall receive premium pay from the time required to report to the time that the vessel sails. This Section includes the watch on duty on Saturdays, Sundays and holidays. The premium pay prescribed above shall not apply if sailing is delayed on account of weather such as rain, fog, or any other condition beyond the vessel's control.

- (d) (1) The sailing board shall be posted no later than 5 P.M. on Friday when a vessel is scheduled to sail on a weekend between 5 P.M. Friday and 8 A.M. Monday. When a vessel arrives on a weekend between 5 P.M. Friday and 8 A.M. Monday, and is scheduled to sail prior to 8 A.M. Monday, the sailing board shall be posted not later than two (2) hours after arrival. If Friday is a holiday, the sailing board shall be posted prior to the holiday. Similarly, if Monday is a holiday, then the following

Tuesday shall be substituted in lieu of Monday. In the event the Company does not do this, premium pay will be paid from the time the off watch engineer is required to return until the time the vessel sails or 8 A.M., Monday, whichever is earlier.

- (2) If the Company has correctly posted the board as above required, and the scheduled departure is during the weekend as above provided, then at the time of posting a written form must be given to each engineer or to the Chief Engineer for distribution to the engineers advising them of a specific telephone number. The burden to assume a proper telephone service is entirely on the Company. If such written form is not furnished at the time of posting to each engineer, then the engineer shall be guided by the posted sailing time.
- (3) The engineer will then have the obligation to make one (1) telephone call at Company expense to such telephone number. Such call must be made no earlier than five (5) hours before the scheduled departure time and no later than two (2) hours before the scheduled departure time. The purpose of such call is to find out if the sailing board departure time has been changed to a later time subsequent to the engineer having left the vessel.
- (4) If at the time of the telephone call the answer is that there has been no change, then the engineer can rely on the departure time set forth on the sailing board when he left the vessel. If in response to the tele-

phone call the engineer is advised that the departure time has been changed, he will report one (1) hour before the new scheduled departure time.

- (5) When the engineers report back to the vessel pursuant to the scheduled departure time and the vessel departs two (2) or more hours after such scheduled departure time, because of the loading or discharging of cargo or the loading of stores or bunkers described above, even if it occurs after 8 A.M. on Monday (or Tuesday if Monday be a holiday), they will be paid premium pay as above provided.
- (6) If the vessel in fact sails within two (2) hours from the posted sailing time, pursuant to which the engineer reported back on the vessel, there will be no premium pay.

(e) In the event a vessel is to shift, the Company shall give notice to the engineers who will be required to report for said shift prior to their leaving the vessel or sooner if possible. In the event the Company fails to comply, the engineers failing to report shall not be penalized. When the engineers do report pursuant to notice and there is a delay in shifting, the provisions of Section 17 applicable to a sailing departure during the weekdays shall apply with respect to the payment of premium pay.

(f) The premium rate applicable for failure to comply with any provision in this Section shall be payable to the Chief Engineer on the same basis as the Assistant Engineer.

SECTION 18. EMERGENCIES

- (a) No extra compensation shall be allowed at any time for any emergency work performed for the safety of the vessel, crew or cargo or the saving of life aboard other vessels in jeopardy.
- (b) It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays or holidays in port, or at sea. However, when lifeboat or other drills are held on Saturdays, Sundays or holidays, overtime shall be paid except for such drills in port on day of departure, provided, however, no extra compensation shall be paid for such drills required by law on passenger ships and held within the time specified by law.

SECTION 19. OVERTIME, PREMIUM AND PENALTY RATE

OVERTIME:

- (a) For all time that the Assistant Engineer is required to be available for duty at sea and for all time that the Chief or Assistant Engineer is required to be available for duty in port, in excess of eight (8) hours in any one day, or in excess of forty (40) hours in one week (any hours in excess of eight (8) in any one day for which overtime is paid shall not be included in such computation) or on Saturdays, Sundays or holidays, the overtime rate shall be time and one-half of the base hourly wage for each rating.

For this purpose, the method of computing the base hourly wage for each rating shall be: The

base monthly wage shall be divided by 173.3 hours. In the case of nonwatchstanding engineers (including the Chief Engineer) when making such computation, there is first deducted from the base monthly wage, the amount of the nonwatch allowance.

Section 7 sets forth the agreed-upon overtime rates and their respective effective dates.

PREMIUM RATE:

(b) For all other hours for which a premium rate is to be paid, unless otherwise specifically provided, the current rate of eight dollars and sixty-seven cents (\$8.67) per hour shall be maintained.

At sea and in foreign ports, the Assistant Engineer assigned to stand by as per Section 47(f) herein, shall receive premium pay for all hours of such stand by duty. It is understood and agreed that no additional compensation be payable for work performed in connection with such stand by duty. It is also agreed that the Assistant Engineer assigned to stand by shall not be required to perform any maintenance repair or operational duties while standing by, except that work required to correct the condition which activated the alarm. In the event the Assistant Engineer is required to perform such additional maintenance, repair or operational duties, overtime pay only shall be payable for the first three (3) hours. Both overtime and premium pay shall be payable for all such work in excess of three (3) hours.

It is agreed that the Parties hereto will periodically review the operation of the unattended engine room mode and make appropriate, mutually agreed upon changes.

PENALTY RATE:

(c) A penalty rate shall be paid for entering the boiler or working on pipe systems in especially confining or dirty spaces working on the liquid side of the fuel oil heater, working on cofferdams fouled by animal, vegetable, petroleum products or creosotes, including bunkers or molasses, or when the engineer is required to do maintenance work which causes contact with the effluent side of the waste disposal unit. Licensed engineers performing this work shall receive a special penalty rate of eight dollars and sixty-seven cents (\$8.67) per hour if the work is performed within their eight (8) hour day. In the event the work is performed outside of the eight (8) hour day or on Saturdays, Sundays or holidays, the engineers shall receive the overtime rate provided for such work plus ten per cent (10%) but no less than nine dollars and fifty-four cents (\$9.54) per hour. In any instance in which both the premium and penalty rate are applicable, the penalty rate shall apply.

Where in the case of Butterworthing the engineer on watch must repeatedly leave his control station to perform continuous monitoring or frequent manual regulations, a second engineer will be put on duty to perform such work.

Premium rate shall be paid Assistant Engineers and Licensed Junior Engineers for all work below the floor plates and inside tanks during their normal working hours.

(d) No less than one (1) hour's overtime, penalty rate or premium rate shall be paid for any work performed.

(e) Overtime, penalty time or premium time

performed in excess of one (1) hour shall be paid for the next hour period following.

(f) If the interval of time between periods of overtime, penalty time or premium time is less than two (2) hours, overtime rate, penalty rate or premium rate shall be paid continuously.

(g) (1) Overtime, penalty time, or premium time shall be performed only on the order of the Chief Engineer or the Senior Engineer in charge.

(2) The licensed engineer working the overtime, penalty time or premium time shall, within twenty-four (24) hours, if practicable (but in no event later than seventy-two (72) hours), present to the Senior Engineer in charge, a slip in duplicate stating the hours of overtime, penalty time or premium time and the nature of work performed for the signature of such Senior Engineer. One of such signed slips shall be returned to the licensed engineer and the other shall be retained as a permanent record by the Company.

(3) In the event a question arises as to whether work performed under proper direction is payable as overtime, penalty time or premium time or if claimed overtime, penalty time or premium time, is not paid for, the officers rejecting or disputing the overtime, penalty time or premium time shall note on the licensed engineer's copy the reason or reasons for non-approval or the Company shall at the time of pay-off furnish a slip showing the overtime, penalty time or premium time hours rejected and the reason for rejection.

- (4) No claim for overtime, penalty time or premium time will be entertained after payoff unless within fifteen (15) days thereafter a written claim by letter or otherwise from the licensed engineer or someone acting in his behalf is filed with the Company except when the filing of such claim is prevented by some cause beyond the control of the licensed engineer.
- (5) Whenever a written claim for overtime penalty time or premium time has been presented and is disputed by the Company, three (3) copies of the claim shall be filled out; one copy to be retained by the Company, one to be given to the engineer and one to be made available to the Union representative. The reason for the denial of the overtime, penalty time or premium time claim shall be set forth on the written claim presented by the engineer and signed by a Company representative.

(h) When a vessel is in port and the Assistant Licensed Engineers are called back after 5 P.M. and before 8 A.M., Monday through Friday, a minimum of two (2) hours overtime shall be paid for each call, if required to be available for duty and premium rate if dismissed.

(i) When a vessel is in port and the Assistant Licensed Engineers are called back on Saturdays, Sundays or holidays, a minimum of four (4) hours overtime shall be paid for each call, if required to be available for duty and premium rate if dismissed.

In case of call back for sign-on or sign-off, the provisions of Section 4A(e) shall apply.

(j) Where a licensed engineer works in excess of eight (8) hours in one day, i.e., midnight to midnight, even though part of said work shall be performed at sea and part in port, he shall be paid overtime for such hours of work in excess of eight (8) in said one day.

(k) When Assistant Licensed Engineers are required to install new equipment or machinery of a general type not presently aboard the vessel, or machinery or equipment requiring structural changes in the vessel, they shall receive premium rate for all such work performed during their normal working hours provided, however, premium rate shall not be paid for any work done in effecting replacements of existing equipment or machinery or the removal of obsolete equipment or machinery in connection with maintenance of the vessel's equipment.

The intent of this Section is that premium rate will be paid for installation of new machinery or structural changes in the vessel not normally performed by the ship's engineers.

(l) Premium rate shall be paid when the engineers are required to perform the duties of:

(1) burning or welding outside of the machinery spaces, except as directly required in connection with the engineers' duties for the maintenance and repair of the vessel's machinery or piping, or

(2) the repiping of a vessel, or

(3) blowing of boiler tubes, or

(4) when performing any work customarily assigned to the unlicensed personnel.

The licensed engineer officers shall assign the work of welding and burning.

(m) At the commencement of a voyage or at the commencement of a pay period, a licensed engineer who is part of the complement of a vessel may accrue additional days of vacation instead of receiving overtime payments. Said additional vacation shall be taken by the employee immediately following a vacation period.

The parties shall meet to establish procedures for the implementation of this provision, and the circumstances under which it can be exercised.

(n) There shall be no abuse in assigning maintenance and repair overtime between engineers, provided they are qualified.

(o) All overtime, penalty time and premium time payments due to licensed officers shall be paid at the termination of the voyage or at the time otherwise stipulated in the Agreement, whichever is earlier.

SECTION 20. HOLIDAYS

(a) The following shall be recognized as Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

All holidays will be observed on the days designated by the Federal Government and, where not so designated, on the days customarily observed aboard the vessel.

(b) The overtime rate of pay shall be paid licensed engineer officers who perform work on any of the nine (9) Holidays described above and any such Holiday falling on Saturday or Sunday will be observed on the following Monday.

(c) No double overtime shall be paid for work

performed on Holidays falling on Saturday or Sunday.

(d) When a vessel is in an American port on a General Election Day, employees who are qualified registered voters shall be afforded two (2) hours to vote.

(e) When in continental ports of the United States the licensed engineer officers shall be granted any additional holidays granted by the employers to the longshoremen in such ports.

SECTION 21. SUBSISTENCE AND ROOM ALLOWANCE IN PORT

(a) When in port if board and living quarters are not furnished, a subsistence allowance of seventeen dollars (\$17.00) and a room allowance of twenty dollars (\$20.00) shall be paid. The subsistence allowance shall be allocated: three dollars (\$3.00) for breakfast, six dollars (\$6.00) for lunch and eight dollars (\$8.00) for dinner. Any reasonable expenses incurred by an engineer in excess of the seventeen dollars (\$17.00) for subsistence, or twenty dollars (\$20.00) for room allowance, shall be paid by the Company if vouchers or receipts are submitted. The standard of reasonableness for the respective ports will be established by mutual agreement between the Parties.

(b) Room allowance shall be paid when the vessel is in port and after appropriate relief has been requested of the Chief Engineer or Senior Watch Officer, and not satisfied, and if the licensed engineer actually goes ashore, and

(1) When heat is not furnished in cold weather.

- (2) When hot water is not available in the licensed engineer officers' quarters for a period of twelve (12) or more consecutive hours.
 - (3) When the licensed engineer officers' quarters have been painted and paint is not absolutely dry and other suitable quarters are not furnished aboard.
 - (4) At all times when the vessel is in drydock overnight, unless lodgings with all facilities including heat, light, hot and cold running water and sanitary facilities are provided aboard the vessel.
 - (5) When linen is not furnished upon the licensed engineer officer's request prior to 6 P.M. on the day the licensed engineer officer joins the vessel.
 - (6) When the vessel is being fumigated and not cleared before 9 P.M.
- (c) Where a ship goes into drydock and the licensed engineers are required to work to the point of closing down the plant at which time there is no available hot water to clean up, the Company will provide available shipyard facilities for cleanup purposes.
- (d) It is further understood that a temporary breakdown for minor repairs of less than three (3) hours' duration shall not subject the vessel to any lodging penalties.
- (e) In port when repair work such as chipping, welding, riveting, hammering and/or pounding or

other noises of similar nature are being performed on ship or on dock (excluding operations involving cargo or stores), in or around the engineer's quarters at night or in the case of the Assistant Engineer on the midnight to 8 A.M. watch when such work is being done between 8 A.M. and 5 P.M., the licensed Assistant Engineer shall be entitled to lodging allowance at the room allowance rate as set forth in this Section, in port, if the licensed Assistant Engineer has notified the Chief Engineer that such conditions exist and it is impossible for the Chief Engineer to arrange other comparable quarters away from the noise and the licensed Assistant Engineer actually goes ashore.

If the aforesaid repair work occurs under similar conditions while the vessel is at sea, the affected engineers will either be given other quarters or room allowance of six dollars and fifty cents (\$6.50).

The foregoing arrangement shall also apply to the Chief Engineer.

SECTION 22. EXPLOSIVES

On vessels carrying "explosives" in fifty (50) ton lots or over as permitted by law, the Company agrees to pay the licensed engineer officers, in addition to their regular monthly wages (as specified in Section 7) ten per cent (10%) of said wages per month while such cargo is on board the vessel or is being loaded or discharged. The term "explosives" as being used in this Section, is defined to mean the current Class "A" Interstate Commerce Commission classification. The above

shall not apply to ships' ammunition or signaling devices, carried for the protection of the ship.

The Class "A" dangerous explosives are as follows:

Ammunition for cannons 37 mm (1½") caliber or over;

Ammunition for cannons with explosive projectiles;

Projectiles, grenades, bombs, mines, torpedoes;

Black powder and low explosives;

Ammunition with explosive bullets;

Ammunition with explosive chemicals;

High explosives such as dynamite;

Initiating or priming explosives such as blasting caps;

Nuclear explosives.

SECTION 23. PENALTY CARGO

When sulphur in an amount of twenty-five per cent (25%) or more of the deadweight carrying capacity is carried on a vessel, each licensed engineer shall be paid extra compensation of ten dollars and seventy-five cents (\$10.75) per voyage.

SECTION 24. WORKING CARGO

(a) When liquid cargo is being pumped by the ship's pumps or with the assistance of the ship's steam, the engineer in charge of the operation shall be paid premium rate for work performed in

connection therewith during his normal working hours.

(b) If liquid cargo is being pumped and work within the jurisdiction of the licensed engineers is required outside the engine room in connection therewith, a licensed engineer other than the watchstander shall be used as required, provided that the premium pay provided for in paragraph (a) shall be payable only to the engineer in charge of the operation. The parties understand that the second engineer need not stand by and will be paid only for time he is required for the performance of said duties.

(c) The engineer on watch will not be required to, or be responsible for, taking on or receiving bunkers or lube oil. He will also not be required to take on fresh water outside the engine room.

(d) When engineers are required to actively supervise the cleaning of tanks, they shall be paid the premium rate for the actual time they are so engaged during their normal working hours.

(e) When licensed engineers are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses, including entering tanks in connection with use of the Butterworth system, for the supervision of cleaning or making repairs therein, they shall be paid for such work at the penalty rate. This shall also apply to cofferdams which have been fouled through leakage of the above-mentioned cargoes.

When the rates as set forth above are being paid, no other additional compensation is payable.

SECTION 25. SHIFTING SHIP

(a) After the vessel arrives in port as outlined in Section 9, any subsequent move in inland waters, bays, rivers and sounds shall be regarded as shifting ship and overtime paid to licensed engineers for work performed in excess of eight (8) hours per day, and on Saturdays, Sundays and recognized holidays and premium rate for performing routine duties between 5 P.M. and 8 A.M. on weekdays, Monday to Friday inclusive with the following exceptions:

Liverpool to Manchester or vice versa.

Le Havre to Rouen or vice versa.

Port Alfred to Montreal or vice versa.

Port Alfred to Quebec or vice versa.

Montreal to Quebec or vice versa.

Three Rivers, Quebec to Montreal or vice versa.

All moves from American ports to British Columbia Ports or vice versa.

Norfolk to Baltimore or vice versa.

Norfolk to Philadelphia or vice versa.

Philadelphia to Baltimore or vice versa
(via outside route).

Boston to New York or vice versa.

New York to Albany or vice versa.

New Orleans to Baton Rouge or vice versa.

Montevideo or Buenos Aires to Rosario or
points above or vice versa.

Amazon River (Belem to Breves to Intacoatiara
to Parintis to Manus) and vice versa.

For moves from Galveston to Houston or vice versa, or from Baltimore through the Chesapeake and Delaware Canal to Wilmington, Camden or

Philadelphia or vice versa, Section 10 (d) shall not apply; provided, however, the Chief Engineer shall receive for each such shift a minimum of four (4) hours of extra compensation and if he is required to be in the engine room during the shift for more than four (4) hours, such fact shall be noted in the log and he shall receive time off with pay for all such time in excess of four (4) hours, in accordance with Section 10 (d) hereof.

(b) No double overtime or premium time will be paid under this Section.

(c) When shifting ship under her own power, time for Assistant Engineers in moving the ship shall commence one (1) hour prior to the time set for departure to allow for warming up and turning over engines and time shall stop one (1) hour after "finished with engines" bell or until relieved.

(d) After a vessel arrives in its first port in the St. Lawrence River or Great Lakes, any subsequent movement of eighty (80) or less miles, within a port or between ports in the Great Lakes or St. Lawrence River, shall be deemed a shift. A movement of more than eighty (80) miles shall not be deemed a shift.

(e) When in a foreign port, a minimum of three hours' overtime shall be paid to licensed engineers on watch for each shift after 5 P.M. and before 8 A.M. weekdays, provided, however, that said minimum overtime shall not be pyramided or duplicated where an engineer is otherwise receiving overtime or premium pay for said watch.

SECTION 26. REST BEFORE WATCH

No licensed engineer shall be required or permitted to take charge of a watch upon leaving or immediately after leaving port unless such officer shall have had at least six (6) hours off duty within the twelve (12) hours immediately preceding the time of sailing.

SECTION 27. VESSELS OUT OF COMMISSION

(a) When a vessel is inactive in a U.S. port for any reason and licensed engineers are laid off, said engineer shall receive transportation back to the original port of engagement. In the event the engineer returns to the vessel at the Company's request after the lay-off, he shall receive transportation back to the vessel.

(b) When licensed engineer officers are employed on vessels out of commission, one (1) engineer shall receive the same pay and subsistence, including room allowance, as that of a Chief Engineer, and any other officer employed shall be paid at the rate prescribed and for the rating and capacity in which he is acting for the period in which he so acts. The Company shall at all times have the privilege of determining the number of licensed engineers to be so employed.

(c) A vessel shall be considered in commission when receiving power from its own plant. After a Company accepts delivery of a vessel and the vessel is still in the shipyard or if it is in the shipyard for any reason whatever thereafter, a full complement of licensed engineers shall be employed any

time the vessel uses power from its own plant, other than power that would ordinarily be supplied by the emergency generators, or when the power is raised for purposes of testing.

SECTION 28. FULL COMPLEMENT WHILE WORKING CARGO

No licensed engineer officer shall be laid off without pay over Saturday, Sunday or a holiday, and a full complement of licensed engineer officers shall be employed at all times while the vessel is working cargo or in commission, except when a vacancy occurs other than through the temporary laying off of an officer without pay.

SECTION 29. TRANSPORTATION

- (a) (1) When a vessel terminates a voyage at a port other than the original port of engagement, transportation, wages and subsistence at seventeen dollars (\$17.00) per day back to the original port of engagement shall be furnished to each licensed engineer officer who terminates his services aboard the respective vessel; provided, however, that licensed engineers on coastwise vessels shall not be furnished transportation to the original port of engagement unless he has made a complete round voyage. Termination of a coastwise voyage shall be deemed to take place in the port where the vessel's final pay-off of her crew for the voyage takes place.
- (2) The original port of engagement shall be the port in the United States where the

licensed engineer is first employed by the Company regardless of where articles are signed or type of articles signed.

The Company shall pay its engineers reasonable vouchered expenses for transportation from the port of original engagement to the vessel. When an engineer is departing from a vessel, and transportation is payable, he shall be paid fifteen dollars (\$15.00) in addition to the other payments required by the Agreement.

- (3) When sent from one vessel to another or from one port to another in the course of employment, licensed engineers shall be paid their regular wages and expenses incurred in traveling to and from such place of employment.

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

- (4) Transportation in accordance with this subsection of the Agreement will be paid to licensed engineers whose services are terminated in a United States port other than the port of original engagement for legitimate illness or injury requiring hospitalization or outpatient hospital treatment.
- (5) All Licensed Engineers shall be reimbursed for reasonable transportation expenses when leaving for or returning from an approved paid leave of absence or vacation. Reason-

able transportation expenses relating to local transportation to and from an airport, bus or rail terminal will be reimbursed. No transportation reimbursement is payable to a relief engineer who leaves the vessel prior to the completion of his relief assignment, except in the case of illness or injury. The present practice with respect to the taking of vacations shall be continued.

(b) Shipwreck and Lay-up.

When ships are sold, laid-up or withdrawn from service, or in case of shipwreck or disaster necessitating the abandonment of ship or the services of an engineer are terminated through no fault of his own, the licensed engineer shall be paid wages as well as subsistence at the rate of seventeen dollars (\$17.00) per day, when subsistence is not furnished and transportation back to the original port of engagement.

In the event of shipwreck or loss of a vessel, compensation not to exceed seven hundred and fifty dollars (\$750.00) will be paid to each licensed engineer for loss of clothing under this subsection, provided such loss is not recoverable under war risk agreements between the Company and the Association.

(c) Transportation on land is defined as follows:

- (1) Pullman transportation via rail with lower berth on overnight trips.
- (2) All air transportation provided for in the Standard Dry Cargo Agreement, unless otherwise specifically stated, shall be business class where available, and regular tourist class where business class is not available, provided that no other vessel personnel shall

receive a higher class transportation than the Licensed Engineers, and provided further that the Company shall pay additional baggage charges, if any, incurred by the Licensed Engineer traveling business or tourist class up to the baggage weight limitations allowed for first class passengers.

(3) When transportation by rail or air is not available, bus facilities may be used.

(d) Transportation over water is defined as follows:

(1) When sea transportation must be furnished not less than cabin class accommodations shall be furnished when available.

(2) Where travel by sea is adopted by the licensed engineer such transportation shall be applicable only in the event an American flag vessel is available within a reasonable period of time.

(e) Licensed engineers shall have the option of traveling by air.

(f) Transportation not allowable:

(1) No transportation shall be allowed under the Transportation Section of the Contract should a man be discharged before termination of articles either for cause or by mutual consent.

(2) When an engineer completes his voyage and is paid off, he shall be paid his transportation if he is entitled to the same under any provision of this Section even though he is discharged for cause.

(g) Licensed engineers who are entitled to receive transportation in accordance with subsection

(a) (1) above, or who are entitled to receive transportation in accordance with subsection (b) above, shall receive instead of transportation, wages and subsistence, an amount of cash equal to the full cost of air transportation between the two (2) ports.

If air transportation is not available, then an amount of cash equal to the full cost of railroad transportation lower berth and tax, between the two ports, will be paid. If neither air nor railroad transportation is available, an amount of cash equal to the full cost of bus transportation, including tax, between the two ports, will be paid.

Whenever a Company pays an engineer a cash payment in lieu of transportation, there shall be a signed statement by the engineer acknowledging that he has accepted such cash in lieu of transportation.

(h) When transportation is paid at the termination of articles or termination of voyage, this shall constitute a termination of employment, for all who received transportation benefits, provided however, that when transportation is paid (a) pursuant to subsection (a) (4) above, or (b) pursuant to subsection (b) above in case of a lay-up of the vessel, the engineer shall be granted a leave of absence and his continuity of employment shall not thereby be broken.

(i) While traveling, seventeen dollars (\$17.00) per day shall be paid for meals if not furnished. Any reasonable expenses incurred by an engineer in excess of the seventeen dollars (\$17.00) for subsistence or twenty dollars (\$20.00) for room allowance shall be paid by the Company if vouchers or receipts are submitted.

(j) Licensed officers (both permanent and relief) employed on a vessel in regular foreign-to-foreign service shall be entitled to regular air transportation from their original port of engagement to the vessel, and return.

MATS transportation shall be considered the equivalent of air transportation for licensed officers employed on vessels owned by, or on long-term contract to, the Federal Government, when engaged in service in remote foreign areas (*e.g.*, Diego Garcia).

(k) In continental United States ports, when the distance from the vessel to the gate at the terminal at which the vessel is docked is in excess of one-tenth of a mile, the Company will endeavor to make arrangements to permit the licensed engineer to drive his own car to the side of the vessel or to use a public car for that purpose.

SECTION 30. NO WORK AWAY FROM ENGINE ROOM

For the safety of the passengers, crew, vessel or her equipment, or cargo, the engineer in charge of the watch, while the vessel is being navigated, shall not be permitted to do work that takes him away from the engine or fire room.

SECTION 31. PROHIBITED WORK

(a) Licensed engineers shall not be required to paint, chip, scale, polish brightwork, clean purifiers, strainers, filters or smoke indicators, or perform any cleaning-up work in the engine department or working dry cargo and explosives.

(b) Licensed engineers, if for any reason beyond the control of the Chief Engineer or other

engineer in charge, are required to perform the duties of work commonly assigned to the unlicensed personnel when the unlicensed personnel are not available for such work and where the safety of the vessel is concerned, shall receive, in addition to their regular compensation, the premium rate while such work is being performed. In the event more than one licensed engineer is on watch in the engine room during such period, they shall divide the premium payment. It is mutually understood that the intent and purpose of this paragraph shall not be abused by either party.

Without in any way modifying the foregoing, it is agreed that when a vessel is in port and one or more of the unlicensed personnel normally assigned to the engine room are not on duty, the licensed engineers shall not be required to perform any of the work normally performed by such unlicensed personnel but the licensed engineer in charge of the engine room during such period shall first direct other unlicensed engine room personnel to perform said work. If for any reason such unlicensed personnel does not perform or is incapable or unqualified, or lacks the proper endorsement to perform the work, the engineer must direct him to perform the required work and then make an entry in the log that he has so directed the unlicensed personnel and he either failed to perform or was incapable or unqualified to do so. The licensed engineer shall then, for performing such work, receive the premium rate.

Under the preceding circumstances the Chief Engineer can at any time review the work performance of the unqualified, unlicensed personnel and if in his judgment the unlicensed personnel is

then qualified to perform the duties and the Chief Engineer so states in the engine log book, the premium pay to the engineer shall cease as of that date. However, thereafter the engineer on watch can again claim premium pay by another entry in the engine log after again following the original outlined procedure.

SECTION 32. QUARTERS

(a) Each engineer officer shall have his own individual stateroom. All officers' quarters shall be properly equipped with fresh running water, cleaned, heated and lighted at all times during occupancy. Each vessel shall provide a washroom for the use of the engineer officers only; this washroom to be equipped with fresh hot and cold running water, and fresh water shower facilities, as well as sanitary drainage.

(b) Clean bed linen, wash cloths and towels shall be supplied upon request. When linen is not changed as indicated, each engineer officer shall be compensated by two (2) hours' premium pay for each week (or half-week where appropriate). The licensed engineer shall also receive towels and blankets of good quality and adequate size.

(c) Unless a separate suitable messroom is provided for their use, all engineers shall have their meals in the regular ship's dining salon. The Chief Engineer in all cases, and the First Assistant Engineer on Class A-1 or higher vessels, shall be permitted to eat in the first class passengers' dining salon.

(d) In all new construction of vessels, contracted subsequent to the effective date of this

Agreement, rooms are to be air conditioned with a minimum of one hundred and ten (110) square feet of living space not including the washroom. The living quarters for each engineer shall include a private toilet. Each room must be wired for an antenna. The living quarters aboard a vessel for licensed engineers shall be kept separate from those furnished for unlicensed members of the crew.

On all new construction and major reconversion contracts let on or after June 16, 1972, the following will apply:

- (1) in each engineer's room wiring for radio
- (2) hi-fi or tapes in the lounge
- (3) adequate materials to reduce noise level in each engineer's room
- (4) an engineering office next to the First Assistant's room with a telephone
- (5) a telephone or other voice communication system in each engineer's room
- (6) past practice as to the availability of refrigerators shall not be lowered
- (7) in each engineer's room, a pedestal desk, upholstered high-back armchair, with appropriate reading lamp, chairs to have hooking devices
- (8) all beds for licensed engineers shall be 42" x 78", except 48" x 78" for the Chief Engineer
- (9) adequate materials to reduce noise level in passageways

- (10) if an elevator is installed from the quarters, it shall go to the access door of the engine room; a Joint Committee shall be established for the purpose of setting standards to determine when the installation of elevators is required
- (11) toilet in engine room
- (12) the requirement of a minimum of one hundred and ten (110) square feet living space shall not include washroom, hall space or bunks
- (13) on all new construction and major reconversion contracts let on or after June 16, 1975, all beds for Licensed Engineer Officers shall be 54" x 78"
- (14) on all new construction and major reconversion contracts let on or after June 16, 1978, there shall be installed in the engine room a refrigerator or combination water cooler-refrigerator.
- (15) On all new construction and major reconversion contracts let on or after June 16, 1981, appropriate wiring for a television antenna shall be installed by the Company in each engineer's room.

In the case of major reconversion, all of the above enumerated provisions (other than points 2, 3, 7, 9, 14 and 15 and the requirement for air conditioning) shall apply only if such reconversion includes work on quarters.

In the case of all new construction, conversion or major overhauling which includes or affects the quarters of the crew, the Company agrees that,

prior to letting of such construction contracts, it will submit to the Union the proposed plans covering the quarters to afford the Union a reasonable period of time to examine the same and submit its comments or objections, if any.

On all new construction the decoration and decor for quarters shall be submitted to the union in advance for review. Such quarters shall be furnished with comfortable and attractive furniture and accessories, including a small refrigerator. The Company shall make every effort to increase the noise insulation in such quarters.

With respect to all new construction and major reconversion, more complete information shall be furnished to the Union including all equipment to be installed not on the standard C-2 vessels, such as, without being restricted to the same: the number and size of winches (including vang, and topping), bow thrusters, liquid cargo tanks, and capacity of evaporators, reefers, extra power plants, such as diesels, gas turbine and cranes. The Company will provide the data contained in this paragraph prior to discussing the manning scale with the Union.

There shall be no asbestos used in the machinery spaces or quarters house on new ships. The Companies shall cooperate with governmental agencies in ascertaining the cause of asbestosis infection and take steps to eliminate same.

The Companies shall take reasonable steps to protect the hearing of the engineers from the excessive noise in the machinery spaces.

(e) Where there is available space on the vessel, a washing machine for the licensed officers shall be installed.

Clothes dryers shall be installed where space and power are available.

(f) On vessels having an officers' recreation room, there shall be installed a television set which shall be maintained by the licensed officers.

On all ships there shall be an entertainment system available to the TV (or a movie projector and screen) in the officers' recreation room which shall consist of full-length feature films exchanged on a reasonable basis.

On all new vessels or reconversions delivered on or after September 30, 1972, or on vessels on which a television set is replaced, the replacement set shall be a color set of at least 21 inches, which shall be maintained by the licensed officers.

The Company and the Union agree to designate a committee for the purpose of establishing standards for officers' recreation rooms, their furniture and decor.

On vessels which do not have an officers' recreation room, another suitable room such as officers' salon shall be designated for the officers and there shall be installed a television set which shall be maintained by the licensed officers.

Only licensed officers, Company officials, passengers and port officials may use the officers' recreation room.

SECTION 33. LIST OF MONIES DUE

The Company will furnish the Association, semi-annually, a list setting forth the names of licensed engineers and the sums of unclaimed

monies appearing on the books of the Company. At six (6) month intervals thereafter, the Company shall furnish to the Association supplementary lists setting forth names of licensed engineers and unclaimed monies since the effective date of the prior list.

On request, the Association will publish with the aforesaid list the individual Company's requirements for payment of such unclaimed money.

SECTION 34. VACATIONS

(a) The Agreement and Declaration of Trust establishing the MEBA Vacation Plan shall be extended to and including June 15, 1991. In the event the Extended Contract is further extended pursuant to Section 51(a) herein, it is agreed that the MEBA Vacation Plan and its respective Trust Indentures shall continue in force and effect for twelve (12) months past the expiration date of the extended contract, and shall provide the following benefits:

- (1) Effective June 16, 1983, for each thirty (30) days of covered employment, the vacation benefit shall be twenty-two (22) days, except as provided in (2) below.
- (2) Effective June 16, 1983, for each thirty (30) days of covered employment, for each licensed assistant engineer employed on a vessel which is designed primarily as a container carrier, barge carrier, automobile carrier, roll-on roll-off or OBO vessel, the vacation benefit shall be twenty-six (26) days.
- (3) Effective June 16, 1983, all Chief Engi-

neers shall accrue one day of time off to be paid by the Vacation Plan for each day of employment. The provisions of the Memorandum of January 1, 1980 covering fast turn-around vessels shall be applicable to all vessels covered herein.

(4) In the event a vessel does not spend 48 hours in American ports after a foreign voyage (to be measured from "Finished with Engines" to "Standby" where shore leave is available), the Licensed Engineers who remain on the vessel for the subsequent voyage shall earn the vacation benefits provided in (2) above, for the period of the foreign voyage immediately preceding the vessel's arrival in an American port.

(b) For those who are on a different vacation schedule on and after June 16, 1983, benefits provided in (4) above shall not apply.

With respect to employment on and after June 16, 1969, days of vacation accrued thereon shall not accrue any additional vacation credits since the aforesaid schedule includes such additional credits.

(c) The parties agree that licensed engineers may be required to take time off without pay in each contract year, said time time off to follow a vacation period. The parties further delegate to the Trustees of the MEBA Vacation Plan, the discretion to determine the number of days licensed engineers may be required to take off in any contract year without pay, said time off to follow a vacation period.

(d) The Trustees of the MEBA Vacation Plan shall have authority to make other rules as to when an engineer shall be required to take his vacation.

(e) A pro rata vacation benefit shall be given for periods of less than thirty (30) days, provided there is a minimum of thirty (30) days of employment.

If the employment includes service with Dry Cargo or passenger vessels and Tankers, the vacation benefit shall be prorated.

(f) The amount of vacation benefits shall be prorated in accordance with the average base pay received by the employee in the period used for computing eligibility.

(g) Subject to the provisions of this Agreement, following completion of vacation an employee shall, whenever possible, rejoin his vessel at his previous rating or be assigned to any other available vessel of the Company in an equivalent position to the first vacancy or as otherwise mutually agreed.

(h) Companies shall contribute to the MEBA Vacation Plan an amount sufficient to pay the cost of benefits and administration of the Plan.

(i) The MEBA Vacation Plan shall provide facilities in the Union halls, in ports to be designated by the Union, for the payment of such monies due to night and weekend relief engineers.

(j) Employment as a night, holiday or weekend relief engineer under Section 12 of the Agreement shall not be deemed employment for the purpose

of computing vacation benefits. It is understood that an amount equal to said vacation benefit has been included in the hourly rate for such employment. It is understood and agreed that contributions by the Company to the Pension and Medical and Benefit Plans for such employment and credits for the same under said Plans on behalf of the engineers so employed shall continue on the same basis as under the previous collective bargaining Agreement which has been extended herein.

(k) For the emergency situation and subject to the Union's right to terminate the arrangement, the parties have agreed that:

- (1) Any engineer, if he chooses and the Union gives its written consent in each case (to avoid undue pressure from the Company against any individual engineer), may, for all or any portion of his vacation, take cash in lieu of time off and remain in employment.
- (2) Where an engineer works during his vacation period, he will, of course, earn additional vacation credits for such employment.
- (3) Where an engineer, during any portion of his vacation period for which he has received cash, is also working, the Company will make a contribution to the Pension plan in an amount equal to the regular Pension and Medical and Benefit contributions. Such amount so contributed will be specially allocated for funding the new Pension Benefit Program.

SECTION 35. MAINTENANCE AND CURE BENEFITS

(a) Licensed engineer officers who are entitled to maintenance under the general maritime law doctrine of wages, maintenance and cure, on account of injury or illness incurred in the service of the ship, shall be paid maintenance at the rate of eight dollars (\$8.00) per day, to be paid weekly. Wages, maintenance and cure under such doctrine shall not be withheld in any case merely because the claimant has also submitted a claim for damages or has filed suit therefore or is taking steps to that end.

(b) In the event a licensed engineer must leave his vessel in a foreign port because of illness or injury incurred in the service of the vessel, he shall promptly receive a full statement of his account, showing wages due him, excepting overtime payments. Further, he shall receive eight dollars (\$8.00) per day maintenance and cure from the time of his discharge from the hospital until return transportation is made available.

(c) During that period referred to in subparagraph (b) when the licensed engineer is awaiting return transportation, the eight dollars (\$8.00) per day is to be paid at least weekly by the Company to cover the expense of lodging and subsistence, provided the U.S. Consul does not simultaneously advance money for the same purpose. However, if the Company is required to furnish lodging and subsistence because the eight dollars (\$8.00) advance is not used by the licensed engineer for this purpose, the cost to the Company may be debited against wages earned or unearned,

up to but not exceeding the sum of eight dollars (\$8.00) per day. If the licensed engineer is unable to obtain lodging and subsistence for eight dollars (\$8.00) per day, upon request the Company will furnish same but will not be obliged to pay the eight dollars (\$8.00) in addition thereto.

(d) The payment of Maintenance and Cure or unearned wages when denied may be taken up on its merits under Section 2 of the Agreement providing a reasonable period of time has been allowed to the Company to ascertain the facts involved and no such issue may be submitted to arbitration unless the individual engineer involved agrees that the Arbitration Award shall act as a complete and final substitute of any claim for Maintenance and Cure or unearned wages. The initiation of a suit by an engineer for Maintenance and Cure shall not preclude his right to present the claim as a grievance under Section 2 hereunder, if the engineer agrees that the disposition of same under Section 2 shall be the final and exclusive adjudication.

(e) The sole fact that an engineer has made a claim for Maintenance and Cure, unearned wages or for damages resulting from illness or injury, shall not constitute just cause for discharge or denial of reinstatement where otherwise required under the Agreement.

SECTION 36. WAR RISK BONUS

(a) Any vessel going into any war zones, or any areas rendered unsafe by virtue of hostilities, shall be subject to special negotiations with regard to increase of wages or bonus or other special benefits.

(b) The Association agrees that no sailing shall be delayed because of failure to reach prompt agreement, but that, if it becomes necessary, the prescribed steps for adjustment of the dispute shall be followed subsequent to the vessel's departure.

(c) Existing agreements shall provide for a harbor attack bonus which shall be payable to vessels located within a quarter mile of an enemy attack on that vessel or another vessel.

SECTION 37. DOMESTIC TRADES

Recognizing the critical economic situation which confronts the domestic steamship trades, the parties hereto agree to direct their efforts, through continuing discussions with interested labor, shipper and Government organizations, to determining what practicable assistance can be given to rehabilitation of successful operation in these trades.

SECTION 38. MEBA PENSION PLAN, MEBA MEDICAL AND BENEFITS PLAN AND MEBA TRAINING PLAN

MEBA Pension Plan:

(a) The parties agree to continue in force and effect, to and including June 15, 1991, the MEBA Pension Plan and its respective Trust Indentures heretofore established ("Plan"), conditioned on the continued approval by the Internal Revenue Service on the subject of tax deductions only. In the event the Extended Contract is further extended pursuant to Section 51(a) herein, it is agreed that the Plan and its respective Trust Indentures shall continue in force and effect for twelve (12) months past the expiration date of the further extended contract. All existing benefits under the Plan shall be con-

tinued in effect for the life of the Trust Indentures, and shall be paid for by the Company. The Company agrees that with respect to the Plan, the industry's obligation from the date of this Extended Contract to June 15, 1990, shall be the amount actuarially determined by the Plan's actuary to be necessary to maintain the benefits and full funding of the Plan.

The Company agrees that included in its rate of contribution to the Plan is an amount equal to what the Plan's actuary shall determine to be necessary to provide normal costs, including Plan expenses. In the event of legislation affecting the Plan, the Companies agree to make such additional contributions as are actuarially deemed to be necessary to enable the Plan to comply therewith.

The benefits and eligibility rules of each of said Plans, in effect under the Agreement as of June 16, 1984, and as further amended in accordance with the Extended Contract, shall continue in effect, except as they may be modified hereafter by the Trustees of the separate Plans, provided however, that any action by the Trustees shall not be valid if it results in any increase in the cost of the benefit program prevailing prior to any such change.

(b) Effective January 1, 1984, the Plan was amended to provide a lump sum pay-out as an optional form of pension benefit. The lump sum pay-out is available under the conditions outlined in the Plan Regulations to participants who are age sixty-two (62) or older and who fulfill the requirements established by the Trustees.

Effective July 1, 1986, the Plan was amended to provide that the lump sum pay-out is available un-

der the conditions outlined in the Regulations to participants who retire at age sixty (60) or sixty-one (61) with thirty (30) or more years of pension credit and who fulfill the requirements established by the Trustees.

The applicable rules, regulations, and provisions of the Plan shall be modified so as to provide that lump sum pay-outs of pension benefits may be available for otherwise eligible participants at age fifty-five (55), under rules established by the Trustees taking into account the Plan's financial condition.

(c) Effective June 16, 1981, any participant who accumulates four (4) or more quarters of pension credit after July 1, 1981, and becomes eligible for a Regular Pension after accumulating such credit, shall have his Regular Pension calculated as follows:

Years of Pension Credit	Monthly Benefit Amount
<i>The higher of:</i>	
20	\$340 or 40% of pay
21	\$357 or 42 $\frac{2}{3}$ % of pay
22	\$374 or 45 $\frac{1}{3}$ % of pay
23	\$391 or 48% of pay
24	\$408 or 50 $\frac{2}{3}$ % of pay
25	\$425 or 53 $\frac{1}{3}$ % of pay
26	\$447 or 56% of pay
27	\$469 or 58 $\frac{2}{3}$ % of pay
28	\$491 or 61 $\frac{1}{3}$ % of pay
29	\$513 or 64% of pay
30	\$535 or 66 $\frac{2}{3}$ % of pay
Over 30 Years	An additional \$22 per month or 2 $\frac{2}{3}$ % of pay for each year of pension credit up to age 65.

Effective July 1, 1986, the Plan was amended to

provide a full year of pension credit for 240 days of covered employment in a calendar year.

The Plan provides full vesting after a participant has accumulated ten years of service.

No additional pension credit shall be earned for service performed by a participant after the participant has reached Normal Retirement Age.

- (d) (1) The following pension benefit shall be provided for new pensioners who have accumulated four (4) or more quarters of pension credit after June 16, 1975:

In the event the Consumer Price Index — United States City Average for Urban Wage Earners and Clerical Workers (or its agreed-upon successor) — published by the Bureau of Labor Statistics of the U.S. Department of Labor (1967 = 100) increases by 3% or more during each 12-month period from July through June (the first 12-month period to be July 1, 1976, through June 30, 1977), an eligible pensioner on the pension rolls as of January 1, of the following year (and on each subsequent January 1), shall receive an increase of 3% of his then existing pension benefit. If, in the subsequent 12-month period, the Consumer Price Index does not increase by 3%, then there will be no increase in the then existing pension benefit for that year. No pensioner shall receive more than ten (10) such increases during the period of retirement.

- (2) Effective June 16, 1981, any participant who accumulates four quarters of pension credit after July 1, 1981, and who retires on or after age 62, shall be provided the follow-

ing benefit in lieu of the cost-of-living adjustment provided above:

In the event the Consumer Price Index — United States City Average for Urban Wage Earners and Clerical Workers (or its agreed upon successor) — published by the Bureau of Labor Statistics of the U.S. Department of Labor (1967 = 100) increases by 1% or more during each 12-month period from July through June (the first 12-month period to be July 1, 1982, through June 30, 1983), an eligible pensioner on the pension rolls as of January 1 of the following year (and on each subsequent January 1), shall receive an increase of his then existing pension benefit equal to the increase in the Consumer Price Index, provided, however, that any such increase shall not exceed 6% in any one year. No beneficiary shall be entitled to the cost-of-living adjustment set forth in this subparagraph prior to attaining the age of 62.

(3) Effective July 1, 1986, the cost-of-living adjustment provided in subparagraph 2 of Section (d) above shall be available to eligible participants with thirty (30) or more years of pension credit who retire at age sixty (60) or sixty-one (61) and who fulfill such other requirements as provided in the Plan Regulations.

(e) No pensioner shall be entitled to any cost-of-living adjustment in his pension benefit on account of increases in the Consumer Price Index if he has earned in excess of \$6,000 in the previous calendar year.

(f) Effective June 16, 1978, the Companies agree to contribute the sum of five percent (5%) of

base and non-watch wages into the Plan. The Trustees of said Plan are directed to establish a defined contribution plan with such funds.

(g) In lieu of the previously guaranteed industry obligation as set forth in Section VI of the 1984-1987 Memorandum of Understanding, effective July 1, 1987, and continuing for the life of the extended contract, the Company shall contribute five percent (5%) of base wages and non-watch allowance to the MEBA Training Plan and the Joint Maritime Congress, to be allocated in a manner as determined by the Collective Bargaining Committee. The Company's obligation for this five percent (5%) as well as its contractual man-day contributions to such plans shall be suspended when, and for so long as, sufficient funds exist in the plans to make them fully endowed as determined by the Collective Bargaining Committee. In the event the actuary determines that the 240 day eligibility rule as described in Section (c) above involves a cost to the Plan, said cost shall be paid from this five percent (5%) prior to the allocation provided above.

MEBA Medical and Benefits Plan

(h) The parties agree to continue in force and effect, to and including June 15, 1991, the MEBA Medical and Benefits Plan and its respective Trust Indentures heretofore established ("Medical Plan"), conditioned on the continued approval by the Internal Revenue Service on the subject of tax deductions only. All existing welfare benefits shall be continued in effect for the life of the Agreement and shall be paid for by the Company, provided, however, that the Trustees have full authority to modify the Medical Plan. In addition, the Company agrees to make the necessary payments to meet the administrative costs and to maintain such reserves

as may be required under the Collective Bargaining Agreement and applicable law, and to maintain the Medical Plan on a solid actuarial basis. In the event the Extended Contract is further extended pursuant to Section 51(a) herein, it is agreed that the Medical Plan and its respective Trust Indentures shall continue in force and effect for twelve (12) months past the expiration date of the further extended contract. Effective July 1, 1986, the rate of contribution to the MEBA Medical and Benefits Plan shall be offset by any net earnings on the "Medical Escrow Account" of the MEBA Medical and Benefits Plan accrued on and after such date.

The Parties agree to the formation of a Joint Dry Cargo/Tanker Committee for the purpose of reviewing and modifying the benefits, taking into account the escalation of costs of medical care. The Committee shall consist of an equal number of Company and Union representatives. Any action taken by the Committee shall be by majority vote, shall constitute the agreement of the Parties hereto, and shall be incorporated by reference into the Collective Bargaining Agreement.

MEBA Training Plan

(i) The Parties agree to continue in force and effect, to and including June 15, 1991, the MEBA Training Plan and its respective Trust Indentures heretofore established ("Training Plan"), and shall continue contributions at currently effective rates for the term of this Extended Contract. In the event the Extended Contract is further extended pursuant to Section 51(a) herein, it is agreed that the Training Plan and its respective Trust Indentures shall continue in force and effect for twelve (12) months past the expiration date of the further extended contract.

The purposes of the Training Plan are: training and safety education and similar purposes for the benefit of the Licensed Engineers covered by the Collective Bargaining Agreements.

It is agreed by the parties hereto, in the event any court of competent jurisdiction shall determine that the establishment or administration of said Training Plan or any purpose thereof is not consistent with applicable law, the obligation of the Company to continue to make its full contribution shall not be affected or modified in any way whatsoever and the purpose or purposes for which any unspent monies in said Training Plan and the continuing contributions of the Company shall be expended, shall rest exclusively in the discretion of the Union subject only to the provisions of any applicable law.

(j) There shall be a Cadet-Trainee Training Program. The provisions are as follows:

- (1) The MEBA Training Plan has continued the operation of the training school.
- (2) High School graduates who are approved as candidates will be sent to the school for a three (3) year training program. This will entail a formal training portion at the Calhoon MEBA Engineering School ("School") with a sea phase portion which may be completed at any point of time in the program.
- (3) The curriculum for the School will be approved by the United States Coast Guard.
- (4) Training on the vessel will be accomplished by filling a vacancy existing on the vessel for either a Dayworking Third Assistant or Licensed Junior Engineer. The work to be performed on the vessel will, of course, be

confined to work within the jurisdiction of the Licensed Engineer.

- (5) The cadet-trainee, while at School, will be paid one hundred dollars (\$100.00) per month and, in addition, will be provided with room and board. While on the job, the cadet-trainee will also receive any overtime he may earn when working such hours that a regular engineer would be entitled to overtime.
- (6) The program is to be financed in this manner:
 - (a) Each Company which is participating in the program is undertaking to pay into the Training Fund an annual contribution of one thousand dollars (\$1,000.00) for each vessel under contract with the Union.
 - (b) The Companies shall contribute additional monies which are provided for in the Collective Bargaining Agreements.
 - (c) When a cadet-trainee is on a job on the vessel, and is being paid by the Company at the monthly rate paid by the United States Merchant Marine Academy to its cadets while on a job on a vessel, the difference between such sum and what the regular engineer filling the vacancy would have received, plus the regular Pension, Medical and Benefits and Vacation Plan contributions that would have been paid in behalf of such regular engineer, will be paid over to the Training Plan.

When a cadet-trainee is carried, the payment to the Training Plan shall be based on

wages and Pension, Medical and Benefits and Vacation rates in effect on June 15, 1972.

(7) When the cadet-trainees complete their training and qualify for their licenses, they will be obligated, if seeking jobs through the Union halls, to confine their employment for a period of three (3) years to those companies which participate in this program.

(k) Cadet-trainees who have completed their initial months of school training at the School and are awaiting assignment to a position on a vessel for the sea training phase may be assigned to a vessel where there is no vacancy in any licensed engineer rating when at the time of assignment there is no vessel available which has a lesser complement of licensed engineers than the required manning to which the cadet-trainee as a matter of practical administration could be assigned. A cadet-trainee so assigned to a vessel where there is at the time no vacancy for a licensed engineer shall be paid the same compensation as presently provided under the Training program, but the employer shall not be obligated to make any other contribution to the MEBA Plans in connection with any such cadet-trainee for the period of his employment on the vessel. The number of applicants to be admitted from time to time as cadet-trainees to the Cadet-Trainee Training Program shall be subject to the decision of the Trustees of the Plan. The present rate of admission shall not be increased without the consent of a majority of the Employer Trustees.

Participation:

(1) A "Contributing Employer", "Covered

Employees" and "Covered Employment", under the MEBA Pension, Medical and Benefits, Training, and Vacation Plans, may include, as determined by the Trustees in accordance with the Rules and Regulations promulgated thereunder but subject to the requirements of and to the extent permitted by applicable law:

- (1) Employers who are obligated by the Collective Bargaining Agreement to make the necessary contributions to the Plans in behalf of Covered Employees;
- (2) Covered Employees on whose behalf an Employer has been obligated to make contributions which may embrace pensioners who had, prior to retirement, been in Covered Employment;
- (3) The MEBA Pension, Medical and Benefits, Training, and Vacation Plans which are hereby authorized to make the required contributions as Contributing Employers, in behalf of their respective employees on such basis as may be determined by the Trustees.
- (4) The National MEBA and District No. 1-Pacific Coast District, MEBA, which are hereby authorized to make the required contributions as Contributing Employers, in behalf of their respective officials, employees, representatives and others rendering contractual services on such basis as may be determined by the Trustees; and
- (5) Covered Employment shall mean employment for which an Employer is obligated to contribute to any or all of said Plans and for the purpose of eligibility shall include

periods of time preceding the date when the Employer became so obligated as may be determined by the Trustees.

(m) The parties authorize the Trustees of each of the MEBA Plans to amend the necessary documents covering the administration of said Plans so as to provide that in the event of any arbitration of an issue arising thereunder, it shall be submitted to the Arbitrator designated by the Boards of Trustees thereto.

(n) The Trustees of each of the MEBA Plans (provided a majority of the Employer Trustees agree) are authorized, if they so decide, to require a bond or other security to be posted by any Company which in the judgment of the Trustees lacks financial stability to ensure full payment of all compensation to their covered employees and their required contributions to said Plans as provided for in the Collective Bargaining Agreement.

(o) (1) Monies due and payable to all Plans and Funds (including Feinberg Money which shall be paid to all such Plans and Funds) shall be payable on the first of the month. Any monies not paid by the 10th of that month shall be considered delinquent.

(2) The payment to the Plans shall equal the total contribution for the manning scale of the vessel as specified in the Agreement, times the number of days in the voyage. Any change in this total shall be reconciled by the Company when the payment is made. Contributions for missing Licensed Personnel shall be allocated to the Plans or Committees as designated by the Union.

(p) It shall not be considered a violation of Section 2 of this Agreement to have a stoppage of work on any vessel to compel payment of the necessary contributions from a delinquent Company.

SECTION 39. TERMINATION OF COASTWISE ARTICLES

Engineers when on Coastwise Articles shall, upon request, be granted a termination of their articles in any continental United States port or in any Puerto Rican port.

SECTION 40. NO DISCRIMINATION

It is agreed that neither party shall practice any discrimination against the other or against or by any licensed engineer, nor shall any licensed engineer lose any benefits whatsoever as a result of a strike in a prior agreement, nor shall any Company or the Union make any claim against the other as a result of any act or failure to act in connection with such strike.

SECTION 41. COVERAGE OF AGREEMENT

(a) This Agreement covers all licensed marine engineers employed on U.S. flag ocean-going, dry cargo and passenger vessels, of whatever type, owned or operated (both at the present or at any time during the life of this Agreement) by the Company, or its subsidiary or affiliate, or by an entity for which the Company acts as a bargaining agent, and whether operated as an agent or under a bareboat charter, including vessels owned by the

Company or its subsidiary or affiliate and operated by another entity, but not including a vessel operated on a time charter basis.

In the event the Company places into operation a new type of ocean-going vessel, the parties shall meet and negotiate such terms and conditions of employment as may be appropriate.

(b) The term "subsidiary" or "affiliate" shall be deemed to include any business entity whether corporate, partnership, trust or individual which is effectively controlled by or effectively controls the Company either directly or indirectly.

(c) The Union may in its discretion at any time require that any such subsidiary or affiliate execute this Agreement and a refusal to do so will give the Union the right upon a ten (10) day written notice to the Company to cancel this Agreement. The failure of the Union to request a subsidiary or affiliate to sign this Agreement shall not in any way affect the obligation of the Company herein that this Agreement does cover and include all the licensed engineers on all the vessels described above whether owned or operated by the Company or any of its subsidiaries or affiliates.

(d) The Company agrees that with respect to any foreign flag vessel owned or operated by or on bareboat charter to the Company or by or on bareboat charter to any affiliate or subsidiary thereof excluding vessels owned by the Company, affiliate or subsidiary, but on bareboat charter to other companies not covered herein, the following conditions shall obtain thereto:

(1) The Union shall have the same right, as it

has with respect to the vessels covered by this Agreement and subject to the same conditions, to have its representatives board said vessels in any port for the purpose of consulting with the engine room officers employed thereon.

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

The method to be chosen to determine whether the Union does in fact represent a majority of the engine room officers shall rest in the sole discretion of the Impartial Arbitrator named in this Agreement.

- (3) The Company agrees to recognize and comply with, subject to the requirements of any applicable law, any written authorization executed by its engine room officers for the deduction from wages and payment to the Union of initiation fees, dues and other Union financial obligations.
- (4) The Union agrees that in the negotiation of the collective bargaining agreement covering said engine room officers, it will recognize the need of maintaining a competitive economic position for said vessels.
- (5) The Union agrees that with respect to any

vessels covered herein, for the term of this Agreement, they will be permitted to operate without any interference by or work stoppages by the Union, provided, however, that if the Union is designated as the collective bargaining representative, as above provided, said obligation shall continue only during the period of good faith collective bargaining negotiations.

- (6) The Company shall simultaneously with the execution of this Agreement, provide the Union with a list of all the vessels and the companies covered by this provision.

The term "foreign flag vessel" shall be limited to such vessels that are engaged in whole or in part in the import or export cargo or passenger trade of the United States or its possessions.

(e) Sales & Transfers:

- (1) In order to preserve the jobs of the Company's engineers covered by this Agreement, the Company agrees that should any vessel presently or hereinafter covered by this Agreement be sold or transferred in any manner to another entity (excluding the Federal Government) for operation under U.S. flag (but not including a vessel which the Company may be operating under a bareboat charter and the charter is terminated), the vessel shall be sold or transferred with the full complement of engineers last employed on said vessel.
- (2) In order to protect and maintain the wages, pension rights, other economic benefits and

conditions of such engineers, and to prevent their immediate discharge by the buyer or transferee, thereby frustrating the preservation of their job rights, the Company agrees that prior to any sale or transfer it will obtain from the purchaser or transferee a written agreement providing:

- (a) that the purchaser or transferee shall immediately upon sale or transfer employ the engineers last employed on said vessel, and thereafter shall not terminate such engineers without just cause; and
 - (b) that for the life of the vessel the purchaser or transferee will provide such engineers with wages, pension benefits, and other economic benefits and conditions (such as health and medical benefits, overtime and premium pay, etc.) at least equal to that which would have been enjoyed had such engineers continued employment on the vessel by the Company; and
 - (c) that disputes involving the interpretation or application of the obligations contained in said written agreement shall be resolved by arbitration under the procedures of the American Arbitration Association; and
 - (d) that said written agreement shall be specifically enforceable by the Association on behalf of one or more of the engineers for whose benefit it is made.
- (3) It is understood that none of the conditions herein shall require the purchaser or trans-

feree to accept or adopt the Company's Agreement with the Association.

(4) In the event the Company wishes to replace a vessel with another vessel to be covered by this Agreement, the Association will discuss the disposition of the existing vessel with the Company.

(f) Successors and Assigns

This Agreement and all Supplements and Addendums shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Company agrees that its operations covered by this Agreement, either in their entirety or in severable part, shall not be sold, conveyed, or otherwise transferred or assigned to another entity without first securing the written agreement of said entity to assume the Company's obligations under this Agreement. It is understood and agreed that this "successors and assigns" clause shall be applicable except for sales or transfers of a vessel in the Company's normal course of business, if any, which sales and transfers shall be covered by subsection (e) above.

(g) Compliance

(1) The Company shall give written notice to the Association of any transaction within the scope of subsections (e) and (f) above. Such notice shall describe the exact nature of the transaction and shall be given 60 days (or the earliest shorter period when 60 days is not possible) prior to the consummation of any agreement on the transaction.

(2) In the event the Company fails to secure the written agreement required by subsections (e) or

(f) above, the Company shall be liable to the Association in the sum certain amount equal to the total employment costs of a full complement of engineers on each involved vessel for a period of three years. Such sum shall be distributed by the Association to the engineers injured by the Company's breach and shall not be reduced by the interim earnings of such engineers or for any other reason. The Association reserves the right to seek such other or additional relief as it deems appropriate.

(3) The provisions of these subsections (e), (f) and (g) shall be deemed of the essence of this Agreement and, in the event of any violation thereof shall be enforceable by the Arbitrator pursuant to the emergency arbitration procedure set forth in Section 2 of this Agreement and such violation shall constitute an immediate waiver of any and all no-strike pledges contained in this Agreement.

SECTION 42. MANNING SCALES

(a) The manning scales on any vessel in effect as of the effective date of this Agreement shall not be reduced during the life of this Agreement in the absence of mutual consent.

Any vessel brought into operation by the Company after the effective date of this Agreement shall have the same manning scales as in effect for comparable vessels operated by the Company.

(b) On Victories, C-1's, C-2's, C-3's and C-4's there shall be a minimum manning scale of a Chief Engineer, First Assistant, Second Assistant and three Third Assistant Engineers.

On Mariners, there shall be a minimum manning scale of a Chief Engineer, First Assistant,

Second Assistant and five Third Assistant Engineers. On vessels presently carrying three Licensed Junior Engineers there shall be no change in ratings. Vessels operating in the Domestic Trade routes shall not be bound by the above manning scales.

The foregoing minimum manning scales shall apply to vessels regardless of their respective designation, providing that they have the same power tonnage as the vessels so designated above.

(c) Whenever a vessel is in commission with less than its required manning scale, as required under this Agreement, regardless of the reason therefore, except where a cadet-trainee is being carried, the following shall apply:

- (1) Any nonwatch Assistant Engineer who is required to stand watches will continue to receive his nonwatch extra compensation; he will get paid his overtime or premium pay on the same basis as any watchstander.
- (2) The wages of the number of engineers who should have been employed, except as provided for in Section 38 (1) (6) (c) will be divided equally among the engineers who participated in the work of the absent engineer including the Chief if he so participated.

Where there is to be a division of wages, the Company shall first deduct an amount equal to the rate of contribution to the MEBA Pension Plan for the missing engineers and the remainder shall be paid to the remaining engineers. The amount so

deducted will be paid by the company to the MEBA Pension Plan.

(d) The Second Assistant Engineer on the type of vessels covered in paragraph (b) above, shall be a watchstander unless there is a contrary written agreement between the Company and the Association.

(e) Any question arising with respect to the manning scales for licensed engineers on any mechanized, semi-mechanized or retrofit vessel shall be referred to a Joint Industry Committee composed of an equal number of Employer representatives designated by the Companies and an equal number of Union representatives. This Committee shall have full authority to act and their decisions shall be final and binding.

(f) On fast turn-around vessels, there shall be assigned two permanent Chief Engineers effective on January 1, 1980, subject to the terms of the Supplemental Memorandum as provided herein.

The rules adopted by a majority of the committee shall be binding on the parties and shall take precedence over any contrary or conflicting provisions of the Agreement.

(g) Commencing on June 16, 1984, all initial assignments through the Association's Hiring Procedure of Third Assistant Engineers shall not exceed 120 days. This shall be interpreted to mean the conclusion of the voyage in which the engineer's 120th day of employment occurs. This provision does not apply to two-crew vessels.

SECTION 43. SEVERANCE PROGRAM

(a) The parties agree that the terms and provisions of the Shipman Arbitration Award, dated July 9, 1959, establishing a severance program, shall be deemed to be incorporated as part of the Agreement.

(b) The Company agrees that it must first make the necessary arrangements with the Association for the escrow of such monies as may be due under the Shipman Award (in any case which falls within said Award) before it can make any transfer of a vessel out of American registry.

(c) Any monies which may be due under the Shipman Award shall be deemed to be wages as defined in such Award and shall be subject to legal action to collect wages under existing law.

Any monies due under the Shipman Award shall be paid by the Company into the Special Fund of the Pension Plan, and shall not be paid to individuals under any circumstances.

(d) The Company agrees that if it desires to sell or bareboat charter or in any manner whatsoever transfer a vessel to another Company, whether American or foreign flag registry, written notice to the Association must first be given prior to any such sale, charter or transfer or execution of a contract for same.

(e) The Company and the Union agree to undertake a study of the subject of automation and its impact upon the engineers. In the event the Union contends that automation has resulted in the loss of jobs to the engineers, the matter of compensatory measures may be processed as a grievance under Section 2.

(f) In the event the Company, in conjunction with one or more of the other Companies, transfers any or all of its passenger vessels, for U.S. flag operations to another Company or entity which is not then under agreement with the Union, it is agreed that this Agreement with all of its terms and conditions shall continue to cover said vessels during the life of this Agreement. A failure in any respect in the full performance of this provision shall give the Union the right to forthwith cancel this entire Agreement.

SECTION 44. PRIVILEGES

(a) Any special privileges extended by the Master to the Mates shall be available to the Chief Engineer to be accorded the Assistant Engineers.

(b) If the Master orders licensed engineers to deposit their foreign purchases in any one place, the engineers shall be entitled to receive a deposit slip to such effect.

(c) The Companies agree to the concept that ships' officers covered by this Agreement shall have the option of taking their spouse on one foreign voyage per year or for 30 days while in the coastwise trade.

A committee shall be formed consisting of an equal number of Employer and Union representatives to discuss and resolve the details and mechanics necessary for the appropriate implementation of the above.

SECTION 45. NEW TYPE OF OPERATION

The parties agree that in the event during the term of this Agreement, the Company brings into operation a vessel on a port time schedule

which permits a brief time in port, the parties will negotiate on the issue, having in mind arrangements which have been perfected in similar operations now in effect.

SECTION 46. TIME OFF IN PORT

(a) Each licensed engineer, upon completion of a foreign voyage and provided he remains in continuous employment with the Company, shall prior to the commencement of the next succeeding foreign voyage of the same vessel, be entitled to one working day off in port without loss of pay, provided that any time-off practice in effect during the life of the preceding agreement, which is superior to this minimum provision, shall continue in effect. The one working day off in port is not applicable where the vessel goes on lay-up or the engineer goes on vacation or leave of absence or if the engineer received additional vacation under Section 34 of the Agreement, provided however, that the engineer shall still be entitled to any accrued days off which he had not theretofore taken.

(b) Days of time off may be designated as vacation days to be paid through the MEBA Vacation Plan if so desired by the Company and approved by the Trustees.

SECTION 47. JURISDICTION AND REPAIR AND MAINTENANCE WORK

(a) The customary work and supervisory jurisdiction of the licensed engineers on the vessels of the Company shall continue to be the work and supervisory jurisdiction of the licensed engineers on the vessels of the Company. No other per-

sonnel shall be permitted to infringe upon such jurisdiction of the licensed engineers.

The Company agrees that no sea-going work or services of the kind, nature or type historically or traditionally performed, or presently performed, or hereafter assigned to the engineers covered by this Agreement, will be subcontracted, transferred, or assigned in whole or in part to any other person or entity. It is the purpose and intent of this clause to preserve the work of the licensed engineers covered by this Agreement and, accordingly, said clause shall not be applicable to work or services which historically and traditionally have been performed by other persons or entities.

The work traditionally assigned to the First Assistant, Second Assistant or Third Assistant Engineers or between watchstander and nonwatchstander, as the case may be, shall not be reassigned to another rating or between watchstander and nonwatchstander by the Chief except under specific circumstances justifying same.

(b) It is agreed that such jurisdiction shall include the operation, maintenance and repair of all computer equipment and related servomechanisms which are concerned with the propulsion and internal machinery equipment of the vessel and the maintenance and repair of all computer and related servomechanisms and equipment which are not concerned with the propulsion of the vessel but excluding navigational equipment and external communication devices which are not part of the above equipment, unless otherwise specifically provided for in any agreement between the Company and the Union.

(c) The Chief Engineer, under normal conditions, shall not work with tools.

(d) Maintenance and repair work on any of the mechanized, semi-mechanized or retrofit vessels of the Company while the vessels are in port, which falls within the jurisdiction of the licensed engineers and can be performed aboard the vessel, shall be performed by the regular complement of ship's engineers or licensed engineers who have been cleared by the Union for such work, and shall not be contracted out, provided that the work, when so performed under the Company's basic managerial responsibility is not more costly and can be performed as timely and effectively as compared with outside repair work personnel. The arrangements therefore shall be worked out in advance between the parties; however, should the parties be unable to work out arrangements in advance, there shall be no delay in maintenance and repair work. The wages, hours of work and other conditions of employment for such work shall be negotiated between the Union and the Company.

A Joint Committee shall be immediately established to work out the arrangements referred to above.

(e) The Union will have jurisdiction regardless of where located, over the equipment as defined above, engine department controls, and all read out equipment which is related to any equipment, functions and duties under the jurisdiction of the MEBA.

(f) When a vessel is operated in the unattended engine room mode, the normal work week of forty

(40) hours, from 8:00 A.M. to 5:00 P.M., Monday to Friday, with one hour for lunch, will be observed.

Monday through Friday from 5:00 p.m. to 8:00 A.M., on weekends from 5:00 P.M. Friday to 8:00 A.M. Monday, and on holidays from 8:00 A.M. to 8:00 A.M. the following day, an Assistant Engineer will be assigned to stand by to respond to any alarms emanating from the remote engine room alarm system and to take the necessary action to correct the engine room malfunction that activated the alarm system. The Assistant Engineers will be assigned to this duty on a rotation basis to be scheduled in a manner so that the assigned stand-by duty will be distributed as equitably as possible between the Assistant Engineers.

Any dispute arising hereunder shall be subject to provisions of Section 2 of the Agreement.

SECTION 48. LIST OF PERSONNEL

(a) The Company shall prepare and furnish to the Union semi-annually a list which shall show:

- (1) The name of each vessel in the Company's fleet, including laid-up vessels, reason for lay-up, intended duration of lay-up.
- (2) All licensed engineer berths on each vessel in commission or in seasonal lay-up or in temporary lay-up.
- (3) Names of all the licensed engineers in the continuous employment of the Company, whether employed on the vessel or on leave of absence.
 - a) The date on which the continuous service of each continuously employed licensed engineer began;

- b) The reason for leave of absence in each case; and
- c) The beginning date and the assigned duration of the leave of absence.

(b) VESSEL COMMUNICATION

When a vessel at sea has not communicated with the Company or its agent within any 72-hour period, the Company shall forthwith notify the Association's Headquarters to this effect by telephone, with a follow-up telegram.

SECTION 49. JOINT COMMITTEES

(a) The parties agree to continue in force and effect to and including June 15, 1991, the MEBA Joint Employment Committee and its respective Trust Indentures heretofore established, and shall continue contributions at the currently effective rate of sixty-two and six-tenths cents (62.6¢) per man per day plus Feinberg for the term of this Extended Contract. In the event the Extended Contract is further extended pursuant to Section 51(a) herein, it is agreed that the MEBA Joint Employment Committee and its respective Trust Indentures shall continue in force and effect for twelve (12) months past the expiration date of the further extended contract. The monies so contributed shall be available for the sole and exclusive purpose to defray the cost and expenses of the operation and maintenance of the MEBA employment offices from which the Company obtains its covered employees in accordance with the provisions of the Agreement.

Said Committee shall consist of six (6) representatives designated by the Union and six (6)

representatives designated jointly by all Companies contributing to said Committee. Said Committee shall have authority to receive the aforementioned contributions and hold them in an independent account, to direct such payments as it may deem appropriate to assist in the maintenance of an employment office procedure which will be adequate to protect the interests of the covered employees and to meet the requirements of the Companies in this respect. The Committee shall have the authority to appoint an administrator to carry out its decisions. In the event the Committee deadlocks, the matter at issue shall be resolved through the grievance machinery provided in the Agreement.

(b) There shall be a Review Committee consisting of eight (8) members. Four (4) members shall be designated by the Union. Four (4) members shall be designated by the employer associations under contract with the Union. Such designations shall be made by September 30, 1972. This Committee shall be available to consider the presentation of requests that, in the interest of the industry, an individual should not be referred for employment by the Union nor be employed by the Company.

Among the reasons to be considered by the Committee are the following:

- (1) Habitual drunkeness;
- (2) illegal possession of a lethal weapon;
- (3) mental illness;
- (4) frequent and unreasonable absence from duty.

Before the Committee acts on any complaint,

the affected individual shall receive written notice of the complaint, an opportunity to appear before the Committee at the time the complaint is heard, and an opportunity to cross-examine witnesses and to present witnesses on his own behalf.

After the conclusion of the hearing, the Review Committee shall act through a majority vote of its members. Said decision shall be final and binding except that the individual adversely affected shall have the right to appeal from a decision of the Review Committee to the contract Arbitrator whose decision shall be final and binding on all parties.

The establishment of standards for the granting of time off shall be considered by the Review Committee.

(c) The parties agree to establish a Joint Committee to develop programs for the decrease of noise and temperature aboard vessels.

(d) The parties agree to set up a Joint Committee which shall establish standards for the administration of slop chests.

(e) A Joint Committee shall be established for the purpose of expediting the passage of licensed engineers through Customs, quarantine, and immigration on foreign voyages in an effort to obtain clearance for the vessel and its crew as expeditiously as is achieved for international airlines and their crews.

(f) The Company agrees to continue in force and effect to and including June 15, 1991, the Joint Maritime Congress and its respective Trust Indentures heretofore established, and shall continue contributions at currently effective rates for the term of this Extended Contract. In the event the Extended

Contract is further extended pursuant to Section 51(a) herein, it is agreed that the Joint Maritime Congress and its respective Trust Indentures shall continue in force and effect for twelve (12) months past the expiration date of the further extended contract.

(g) The Union and the Company hereby agree to the establishment of a committee consisting of C. E. DeFries and William Ristine for the purpose of reallocating fringe benefit contributions payable to the various Trusts, as may be appropriate in the interests of economy, efficiency and necessity. The decisions of the Committee shall be final and binding on the Company; provided, however, that no reallocation of benefit contributions shall result in an increase in the company's total benefit costs as set forth in this Agreement. In the event of a vacancy on the Committee, the successor Union member shall be selected by the Union and the successor Company member shall be jointly selected by the employer associations.

(h) By mutual consent, the Association and the Company shall have the authorization, notwithstanding anything to the contrary herein, to amend or to waive any provision of this agreement to preserve or to increase the employment opportunities of the licensed engineers.

SECTION 50. RECOVERY OF WAGES

Licensed engineers who are entitled to recovery of wages in case of improper discharge as provided in 46 USC Section 10313, or who are entitled to wages as a result of improper continuance of a voyage after the expiration of articles, pursuant to 46 USC Section 11106, shall be entitled to pursue

their remedies under the arbitration provisions of this Agreement, provided the individual engineer involved agrees in writing that the Arbitration Award shall act as a complete and final substitute for any claim arising under those provisions. It is further agreed that the statutes and the interpretations thereunder shall be applied in the arbitration proceedings.

SECTION 51. EFFECTIVE DATE AND DURATION OF AGREEMENT

(a) The Extended Contract, together with all supplementary memoranda, arbitration awards and agreements between the Parties, except as otherwise set forth herein, shall become effective as of 12:01 A.M., July 1, 1986, on all ships at sea or in port, and shall continue in full force and effect until midnight, June 15, 1990, and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to amend or notice of its desire to terminate same, which notice shall be given at least sixty (60) days, but no sooner than ninety (90) days, prior to the expiration or anniversary date. In the event either party serves notice as specified above to amend the terms of the Extended Contract, the terms and conditions of the agreement in effect at the time of the notice to amend shall continue in effect until mutual agreement on the proposed amendments has been reached.

(b) The parties agree that the provisions of this Agreement shall be, and be deemed to be incorporated in and part of the Shipping Articles covering voyages of the vessels covered and further agree that appropriate notation thereof be

made on the Shipping Articles. (No articles shall be for a duration in excess of twelve (12) months without prior written consent of the Union.

(c) To the best knowledge and belief of the parties this contract now contains no provision which is contrary to federal or state law or regulation; it is the intent of the Parties that all provisions of the Agreement be interpreted and construed in a manner consistent with all applicable governing law. Should any provision of this Agreement, at any time during its life, be in conflict with federal or state law or regulation then such provision shall continue in effect only to the extent permitted.

If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal or any state government, then, upon ten (10) days' written notice by the Association to the Company, the Agreement shall be deemed reopened for the negotiation of such amendments and modifications as the parties see fit. Notwithstanding any other provision of this Agreement or in any other agreement to the contrary, it is expressly understood and agreed that the Association shall have the right to strike or take other economic action in support of its position in such reopened negotiations.

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circum-

stances other than those as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby.

(d) This Contract Extension shall be deemed to have become final and binding upon the Parties hereto only upon the fulfillment of the following conditions:

- (1) Ratification of the Contract Extension by the membership of the Union; and
- (2) Written notification of such ratification given by the Union to the Company.

COMPANY

BY

DATE

DISTRICT NO. 1 - PACIFIC
COAST DISTRICT, MEBA (AFL-CIO)

BY

DATE

SUPPLEMENTAL MEMORANDUM

Memorandum of Understanding dated as of June 26, 1969, between the undersigned Company and the Union.

The Parties agree that under their new contract, the appropriate agency used in said contract which may be called upon to designate the Arbitrator is intended to mean either the United States Secretary of Labor or the American Arbitration Association.

SUPPLEMENTAL MEMORANDUM

Memorandum of Understanding dated as of June 26, 1969, between the Undersigned Company and the Union.

The Parties agree that

..... is to be the designated Arbitrator to serve as such under our collective bargaining agreement in accordance with the terms set forth herein.

The Parties undertake to pay their pro rata share, in accordance with past practice, of the fee to be paid to the above named arbitrator for his service.

SUPPLEMENTAL MEMORANDUM

The United States Lines and Farrell Lines agreed that, with respect to the six vessels which United States Lines sold to Farrell Lines, the manning scale for the licensed engineers on said vessels during the term of this Agreement shall continue to be the same manning scale which was applicable under operation by the United States Lines Company. The manning scale of said vessels shall not be considered a precedent affecting the manning scales on any other vessels operated by Farrell Lines.

It has been agreed between the Union and Lykes Bros. Steamship Company, United States Lines, Moore McCormack Lines, Prudential Lines that the tentative manning scale for the automated vessels shall be a Chief Engineer and five Assistant Engineers. The Union has the right at any time to give notice of termination of such tentative manning scale and, in such event, the vessels shall be

deemed not in commission until the parties agree upon a mutually satisfactory manning scale. It has been agreed between the Union and Gulf and South American Steamship Company, Inc., that the standard manning scale for the retrofit vessels shall be a Chief Engineer and six Assistant Engineers.

SUPPLEMENTAL MEMORANDUM

IT IS AGREED THAT:

(1) In the case of Moore-McCormack Lines, Inc., the work and supervisory jurisdiction of the licensed engineers on the 1624 type vessels operated by said Company including the repair and maintenance work on the winches and hatches performed by the licensed engineers on said 1624 type vessels shall be the work and supervisory jurisdiction of the licensed engineers on the Constellation type vessels of the Company and no other personnel shall be permitted to infringe upon such jurisdiction.

(2) In the case of United States Lines Company, the work and supervisory jurisdiction of the licensed engineers on the Challenger I type vessels operated by said Company, including the repair and maintenance work on the winches and hatches performed by the licensed engineers on said Challenger I type vessels, shall be the work and supervisory jurisdiction of the licensed engineers on the Challenger II type vessels of the Company and no other personnel shall be permitted to infringe upon such jurisdiction.

(3) In the case of Gulf & South American Steamship Co. Inc., the work and supervisory jurisdiction of the licensed engineers on the LM-7

type vessels operated by the Company shall be the work and supervisory jurisdiction of the licensed engineers on the LM-8 type vessels of the Company and no other personnel shall be permitted to infringe upon such jurisdiction.

(4) In the case of Lykes Bros. Steamship Company, Inc., the work and supervisory jurisdiction of the LM-7 type vessel operated by the Company shall be the work and supervisory jurisdiction of the licensed engineers on the Gulf Clipper type vessels of the Company.

(5) In the case of Prudential Lines, the work and supervisory jurisdiction of the licensed engineers on the SANTA MAGDALENA type vessels operated by said Company, including the repair and maintenance work on the winches and hatches performed by the licensed engineers on said SANTA MAGDALENA type vessel shall be the work and supervisory jurisdiction of the licensed engineers on the SANTA LUCIA type vessels of the Company and no other personnel shall be permitted to infringe upon such jurisdiction.

(6) In the case of Prudential Lines, Inc., the work and supervisory jurisdiction of the licensed engineers on the Prudential vessels, including the repair and maintenance work on the winches and hatches performed by the licensed engineers on said Prudential vessels shall be the work and supervisory jurisdiction of the licensed engineers on the Prudential SEA-JET type vessels of the Company and no other personnel shall be permitted to infringe upon such jurisdiction.

(7) In the case of Delta Steamship Lines, Inc., the work and supervisory jurisdiction of the licensed engineers on the C3 S-43A type vessels

operated by said Company, including the repair and maintenance work on the winches and hatches performed by the licensed engineers on said C3 S-43A type vessels shall be the work and supervisory jurisdiction of the licensed engineers on the C3 S-47A type vessels of the Company and no other personnel shall be permitted to infringe upon such jurisdiction.

SUPPLEMENTAL MEMORANDUM

Memorandum of Understanding dated as of January 1, 1980, between the undersigned Company and the Union.

WHEREAS, the Company and the Association wish to implement the provisions of the Contract, Section 42(f), providing for two permanent Chief Engineers per fast turn-around vessel.

The Company and the Association agree as follows:

Effective January 1, 1980, a Chief Engineer shall accrue one day of time off to be paid by the Vacation Plan for each day of employment. The time off benefit will be paid at the base wage and non-watch rate in effect during the time-off period.

Each permanent Chief Engineer shall receive twelve months of base wages and non-watch allowance a year, this will consist of pay when on board a vessel and pay when off the vessel, except where taking a leave of absence other than vacation or while on unearned wages. It is the intent of the parties that the companies will not exceed paying in excess of one day of time off for every day when employed on board the vessel provided there is not abuse in the assignment or equalization

of employment between the Permanent Chief Engineers.

Full contributions shall be made to the Pension Plan including the "defined contribution plan."

Contributions to the Medical and Benefits Plan shall be made at the rate of 21.4 days per month, as determined by the Actuary, and may be periodically adjusted by the Actuary to maintain eligibility for Welfare. Similar contributions shall be made to the Joint Maritime Congress, Joint Employment Committee and Training Fund.

Engineers who are required to take annual military reserve training (including National Guard training) of two weeks time or less, shall perform this obligation during time-off periods. The Engineer meeting this obligation will receive full time-off pay provided the engineer reimburses the Company an amount equal to the military pay during this period.

There shall be no duplication of pay for a permanent Chief Engineer joining a vessel.

During the period of time awaiting reassignment or during periods when a vessel is laid up, permanent Chief Engineers may, with the consent of the Association, which should not be arbitrarily withheld, be used for shipboard emergency service or may be employed shoreside in job related duties.

The Company shall endeavor to equalize as near as practicable the time on the vessel and time-off. To accomplish this equalization, the Company shall schedule the Chief Engineer's time on vessel.

Said equalization of employment shall be accounted for every eighteen months. Any abuse in the assignment or the equalization of employment between permanent Chief Engineers shall be subject to the grievance procedure.

COMPANY

BY

DATE

**DISTRICT NO. 1-PACIFIC COAST
DISTRICT, MEBA (AFL-CIO)**

BY

DATE

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