# **Consolidated Memorandum of Understanding**

## **Between**

District No. 1-PCD, MEBA

And

Marine Personnel & Provisioning, Inc.

May 1, 2024 through September 30, 2033

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## 1. Scope of Agreement

This memorandum is made as of May 1, 2024 between District No. 1-PCD, MEBA (herein "Union") and Marine Personnel & Provisioning, Inc. (herein "Company").

The memorandum covers all licensed deck and engine officers working aboard all A7 class (ex Express Class Vessels; ex Pacific Class and Lykes Motivator) and contains all known active amendments and supplements that have been agreed to between the parties to the 1986-1990 Dry Cargo Agreement in a consolidated fashion. Nothing in this memorandum is intended to modify the most recent terms and conditions of employment contained in the most recent MOU, expiring September 30, 2033 and subject to wage reopener October 1, 2025.

A consolidated listing of all materials used to compile this memorandum can be found under Annex 1. This listing is provided for convenience and reference only and is not considered an exclusive or exhaustive listing of all memorandums, side letters, supplements and any other agreements which may have been reached, from time to time, between the Union and the Company.

#### 2. Port Relief Officers

Effective with the signing of this MOU, licensed deck and engine port relief officers shall be required in the port of Savannah, Georgia. The requirement for Port Relief Officers/Engineers shall be discretionary with the Company in the ports of Port Everglades and Miami, Florida.

## 3. Additional Port Relief Officers/Engineers

At the Company's option and under the conditions set forth below, Port Relief Deck and Engineering officers may be employed in addition to the contractually required Port Relief Deck and Engineering Night Relief officers, under the same terms and conditions of employment applicable to Night Relief Officers. When employed, such additional Port Relief Officers shall be required to perform work within the jurisdiction of the Agreement as directed by the Master and Chief Engineer.

## 4. Port Relief Officers (PRO's)

When a riding 3A/E is employed on the vessel(s),

- a. The contract provision for PRO's in the port of Savannah, Georgia shall be suspended for the vessel(s).
- b. In the ports of Norfolk and Charleston, the Company shall only be required to call for one maintenance engineer.
- c. The maintenance engineer is required to be called each day the vessel is at the dock for at least 4 hours between 0800-1700.

## 5. Restatement of Right of Selection

a. The parties confirm that the Company has the absolute right of selection for all permanent licensed Masters, Chief Engineers, First Assistant Engineers, and Chief Mates covered herein, provided they are members in good standing of the Union (MEBA) and the Company takes reasonable steps to ascertain such fact. Relief First Assistants and Chief Mates shall continue to be obtained through the hiring halls as provided in the Agreement.

- b. The parties also confirm that the Union, through a separate Agreement dated April 30, 1998 with the International Organization of Masters, Mates, and Pilots (MM&P), in addition to the absolute right of selection provision described directly above in 3 (a) authorized the Company to select Masters and Chief Mates to work aboard the covered vessels from within the membership of the MM&P.
- c. During transition to a new or replacement vessel, the Company may permanently transfer licensed vessel personnel to another vessel under this agreement, but at the same rating.

## 6. Rotary Assignments

- a. The Second and Third Mate and the Second and Third Assistant Engineer positions are rotary positions. In accordance with Section 11(a) of the June 15, 1994 MOU, the assignment length shall be 90 days. Effective September 1, 2018, parts (b) through (d) of this Section 11 are hereby deleted, all rotary assignments shall be dispatched in accordance with the MEBA Shipping Rules.
- b. In an American port, a rotary officer may take a trip off provided that he or she requests the trip off prior to the 60th day of employment. This notice of leave of absence shall be given to the Master prior to at least two job calls. This leave of absence shall extend for one round trip or 30 days and shall not count against the regular 90-day assignment. The officer requesting such leave shall sign the "Request for Voluntary Leave of Absence" form attached hereto and will be bound by its terms as a condition of granting such leave.

#### 7. Preferred List

- a. The Company will have the right, in coordination with the Union, to maintain a preferred list of a maximum of three (3) Union members in good standing for assignment as relief First Assistant Engineer and a maximum of four (4) Union members in good standing for assignment as relief Chief Mate. provided that no permanent First Assistant Engineer or Chief Mate will be forced to take his/her vacation or a leave of absence. Relief First Assistant Engineers and Chief Mates shall be placed on the preferred list only with Company approval, if having completed previous rotary or relief assignments as assistant engineers or mates with the Company.
- b. When the Company utilizes a preferred list engineer or mate to fill a relief First Assistant Engineer or relief Chief Mate position, consideration shall be given to the officer who has been ashore for the longest period of time. If no one from the Preferred List is available, the relief assignment shall be called from the Union hiring hall in accordance with the Agreement and Union Shipping Rules.

#### 8. Manning

The manning scale on the vessels in effect as of the effective date of this Agreement shall not be reduced in the absence of mutual consent. The parties agree that this Agreement covers all A7 Class (ex Express Class) vessels and any replacement vessels. The minimum required manning scale on any replacement vessel(s) for the five (5) A7 Class vessels shall be: (1) Master; (1) Chief Mate; (1) Second Mate; (1) Third Mate; (1) Chief Engineer; (1) First Assistant Engineer; (1) Second Assistant Engineer; and (1) Third Assistant Engineer. The traditional duties, responsibilities and work jurisdiction of the radio operator shall only be assumed and undertaken by the licensed Officers.

#### 9. Coastwise Riding 3 A/E

a. The Company shall hire a riding 3A/E at the first U.S. port after a foreign voyage. The riding officer shall be covered under all terms and conditions of the Agreement except as specifically set forth herein and remain with the vessel for each port comprising the coastwise voyage and depart the vessel at the last U.S. port prior to the vessel commencing the next foreign voyage.

The Company may in its sole discretion, extend the tour of the riding officer for the foreign voyage with prior notification to the Union.

b. The riding officer shall perform any work within the historical and traditional jurisdiction of the third assistant engineer under the Agreement as determined by the Chief Engineer.

If the vessel is in normal unmanned status at sea or in port, the riding 3A/E shall be assigned the traditional and historical duties as a day working third assistant engineer and assist as the Chief Engineer or the Senior Engineer in charge deems necessary.

If the vessel is in manned status, the riding 3A/E will stand watch as assigned or perform day worker duties at the discretion of the Chief Engineer or the Senior Engineer in charge.

It is understood that any work performed or duty stood outside of the normal 8 hour day, shall be compensated at the regular 3A/E OT rate and the Penalty/Premium rates as applicable.

c. The provisions of this Memorandum are contingent upon each vessel employing a riding 3A/E for each U.S. coastwise voyage, after a foreign voyage. If the riding officer billets goes unfilled for the U.S. coastwise voyage, after a foreign voyage, for any reason, this Memorandum is not applicable for that specific coastwise voyage and all terms and conditions of employment of the Agreement remain in effect, including all contractual PRO requirements in each port.

#### 10. Work Attire in Port

a. Section 8 (c) of the 1986-1990 Dry Cargo Vessel Agreement shall be amended to read as follows:

"Licensed Officers may be required to wear Company provided work attire while in port, as the term 'in port' is defined in the Agreement, consisting of either boiler suits with zippered pockets or long sleeve shirts at the member's preference, and at no cost to the licensed Officers."

- b. In port work attire (including cold weather and rain gear) shall be of good quality, Arc flash and flame-resistant similar to Carhartt or Red Kap brands and offered in sufficient sizes to properly fit all licensed Officers onboard both male and female. Work attire may be replaced yearly to account for normal wear and tear.
- c. New in port work attire shall be provided to each licensed Officer that reports aboard the vessel with a minimum of four (4) sets for permanent personnel and three (3) sets for rotary and relief personnel, not including-cold weather and rain gear.
- d. All permanent Officers shall be provided with one set of rain gear and cold weather gear.

#### 11. Replacement Vessels

At such time as a replacement vessel program may be undertaken, the parties agree to meet as early as practicable to discuss funds for Quality of Life enhancements onboard as well as temporary watchstanding or maintenance personnel requirements while the vessels transition to U.S. Flag registry. The parties shall continue dialogue regarding the reflag process to assure a successful replacement vessel program.

## 12. Training

- a. The Company shall have the right to send permanent deck officers to Bridge Assessment training once initially and then again every five (5) years thereafter. These assessments shall not be used in any punitive way against the member or the Union.
- b. The Company agrees that if additional classes are recommended for the member, the Company shall pay all fees and travel expenses associated with sending that member to the additional classes. If the member feels the recommended training is unnecessary, the Union and Company shall meet to review the assessment and determine if alternate avenues to remediate the issues are available. The member will not lose their permanent employment position with the Company while this issue is being discussed and shall maintain their position upon completion of the appropriate remedies.
- c. The Company agrees that the Bridge Simulator Assessments shall be taken from the training budget for MEBA members/applicants, and as soon as feasible, conducted at the Calhoon MEBA School. Until such time as the classes can be held at the Calhoon MEBA School, the total cost of holding the classes at an alternate location will be funded by the Company. Non-MEBA members/applicants shall have the Bridge Simulator Assessment covered by their Training Plan or the Employer as required.
- d. The Company further agrees that if this Assessment is used in anyway, real or perceived, for retaliation or punitive action, the Union reserves the right to immediately cancel the program upon written notification to the Company. If, at any time during its life, the process becomes in conflict with any federal or state law or regulation, then such provisions shall continue in effect only to the extent permitted.
- e. Any significant changes to the course material and/or duration of training shall be discussed and mutually agreed by the parties prior to implementing said change(s).
- f. The Company may request Licensed Officers to participate in Company conducted training, conferences or seminars up to ten (10) days per year. Licensed Officers shall be paid transportation, lodging, wages (\$175.00 dollars per day) and reasonable receipted expenses when attending training sessions, conferences or seminars.

#### 13. Time Off in Port

Each licensed deck and engineering officer, shall receive one (1) paid day off at full contract wages and benefits, excluding overtime, for every thirty (30) consecutive days employed aboard the vessel, at a U.S. or foreign port of his/her choosing. It is the responsibility of the Master and Chief Engineer, with the concurrence of the deck and engineering officers to schedule this day off. The day off will be during normal working hours, in port, Monday through Friday. To encourage the deck and engineering officers' use of this benefit, alternative compensation shall not be provided.

#### 14. Overtime

- a. Overtime shall be payable in the event a licensed engineer is required to remain aboard the vessel for more than a reasonable amount of time or to return unreasonably early to the vessel in order to comply with the company's drug testing program instituted pursuant to USCG Regulations.
- b. In recognition of the shorter lengths of voyages, fast-turnarounds, etc, the company agrees to permit overtime to be converted to vacation days in increments of weeks in addition to the present monthly or voyage basis.
- c. The Chief Engineer Shall Receive a minimum guarantee of one hour of overtime for each day on the payroll should a like or similar benefit be paid to the Master.

#### 15. CE Reefer Rate

The Chief Engineer shall continue to receive in addition to all other forms of compensation, a reefer rate of pay. The reefer rate shall be equivalent to the hourly Premium/Penalty rate of pay. The reefer rate is payable at sea when the Chief Engineer is required to work on cargo reefer units.

## 16. Duty Watch Standby Time

- a. Effective July 1, 2023, at sea and in foreign ports, the Assistant Engineers assigned to stand by per Section 47(f) of the 1986- 1990 Dry Cargo Agreement shall be compensated for each hour of such stand by duty at the Premium/Penalty rate of pay including weekends and holidays. There shall be no pyramiding of the duty watch payment on top of any overtime payments. If the stand by duty engineer is on overtime, there shall be no stand by duty rate payable for those hours paid at the overtime rate.
- b. Effective July 1, 2021, at sea, the Assistant Engineers assigned to the stand by duty after 5:00 P.M. and before 8:00 A.M. shall be compensated at the applicable overtime rate for each call (including responding to any alarms emanating from the remote engine room alarm system) and each required nightly round of the engine spaces as may be determined by the Chief Engineer or operational necessity.

#### 17. Holidays

Supplementary to the 1986-1990 Dry Cargo Agreement, the following changes are made to Section 20(a) Holidays:

As of 1 April, 2024 the complete list of contractual holidays shall consist of:

New Year's Day, President's Day, MLK Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

#### 18. Sailing board/transportation/holidays

The parties agree to rewrite the following sections of the prior agreement. The sole intent of the changes shall be to provide, where possible, uniform language and application for all vessel personnel while simultaneously not altering the substance and/or intent of those provisions as they affect the licensed engineers. If no agreement on new language is reached, the current language shall remain in effect.

Section 13(c) though (f) – Sailing Board

Section 29(a) though (d) - Transportation

Section 25(e) - Shifting ship-delete subsection (e)

## 19. Additional Job Security Language

- a. If the Vessels covered by this Agreement (including any replacement vessels) are ever bareboat chartered or otherwise transferred to a subsidiary or an affiliate of Marine Personnel & Provisioning, Inc. ("MP&P"), for operation under an MSP operating agreement, then the Agreement and all of the terms shall remain in full force and effect, and shall be accepted by and binding upon the subsidiary and/or affiliate of MP&P with respect to those Vessels.
- b. All terms, conditions and obligations applicable to Marine Personnel & Provisioning ("MP&P") under this MOU shall apply equally to any other third party operator whom MP&P, or its subsidiary or affiliate, may engage to operate the Vessels.

#### 20. Work Jurisdiction

- a. The company shall immediately negotiate with the union, upon the union's request, if and when any change in law or regulation regarding "hours of work", manning or safety are promogulated. Any additional work within the union's jurisdiction required as a result of such changes in law or regulation shall be performed by bargaining unit personnel.
- b. The company shall make available to the union, upon its request, data pertaining to service contracts, repair summaries, bills and the like to verify that maintenance and repair work is being performed by the bargaining unit personnel as required under the jurisdiction and repair and maintenance work section of the agreement (Dry Cargo)

## 21. Time Charters of US Flag Cargo Carrying Vessels

- a. The parties recognize and agree that the company may time charter US flag cargo carrying vessels from other companies for a total of up to ninety (90) days within a calendar year should it have no vessels of its own available to perform the required service. Said annual period of ninety (90) days may be extended upon mutual, written agreement.
- b. Subsequent to the execution of the agreement, the company may not time charter US flag cargo carrying vessels in excess of ninety (90) days unless all the licensed engineers aboard any such vessel are or have been bargaining unit employees (within the previous 24 months) if such employees are available, and during the charter enjoy conditions at least as favorable as those the unit employees would enjoy under the CBA between the company and the union, with the following exception:
  - 1. The company may time charter for any duration a vessel subject to the provision of an existing CBA between the owner and operator and a union representing licensed engineers, provided said vessel was acquired and operated as a liner or dry bulk vessel for a period of not less than two (2) years immediately preceding the time charter, excluding any current lay-up period, in the ordinary course of business, by the owner or operator for its own cargo trade.
- c. The Company shall give written notice to the Union within three (3) business days after entering negotiations for any time charter. The Company, to the extent possible, will give the Union

thirty (30) days advance written notice prior to entering any time charter in excess of ninety (90) days duration. Ira addition/suggestion

#### 22. Cafeteria Plan

Effective July 1, 2021, all officers shall receive the Cafeteria Plan contribution in the following amounts: 11% of the base wage plus Feinberg for the Master and Chief Engineer and 15.75% of the base wage plus Feinberg for the Mates and Assistant Engineers. Each employee shall select whether to have 100% of such contribution payable to the employee's account in the MEBA Pension Trust -401(k) Plan, 100% of such contribution payable in cash to the employee, or 50% of such contribution payable to the employee's account in the 401 (k) Plan and 50% of the contribution payable to the employee in cash. The Company shall be responsible for distributing the contribution in accordance with each employee's election. The manner of such election and distribution shall be in accordance with the policy and procedures currently in effect on the vessels.

#### 23. Internet

The Company shall continue to make efforts to provide reliable internet for all Officers onboard, that shall at minimum provide bandwidth for basic email, banking, and internet chat. The Company will be reviewing options to provide increased bandwidth options that shall be available for purchase that can provide VOiP, video chat, or limited streaming.

The Company and Union shall commit to forming a Communications Committee made up of Company and Union officials and Senior Officers to discuss implementation of onboard internet.

## 24. Spousal Provision

In accordance with the provision contained in Section 44 (c) of the 1986-1990 Dry Cargo Agreement, the Company agrees to meet with the Union as soon as practical to discuss and resolve the details and mechanics necessary for the appropriate implementation of the above.

## 25. Family Visitation

The company will provide visitation rights for family members of Licensed Engineers where the vessel is in port and the port or terminal facility is owned or controlled by the Company.

## 26. Probationary Clause

Effective January 1, 2017, the probationary clause set forth at Section 19 (d) of the 1990-1994 Memorandum shall remain in full force and effect except that the fifteen (15) day probationary period shall be increased to thirty (30) days or one trip, whichever is longer.

## 27. Discharge

Any vacancy caused by a discharge shall be filled with a 90 day relief engineer until such time as any resulting grievance has been resolved.

## 28. Severance Pay

All severance payments made pursuant to the Shipman Arbitration Award shall be paid to the individual licensed engineers affected by the transfer of a contracted vessel to foreign registry.

## 29. Employment Opportunities

If the company's vessel operating costs are substantially changed for any vessel operated under this agreement, the company and the union shall undertake an economic review of the vessel's competitive posture and shall meet for the purpose of renegotiating conditions for the licensed engineers aboard that vessel consistent with the changes in operating costs.

#### 30. Non-Discrimination

The company and the union shall in no way discriminate against any person covered by this agreement because of race, religion, creed, sex, age, national origin, disability or veteran status, or because of membership or non-membership in the Naval Reserve or in the United States Maritime Service. The company shall not discriminate against any person covered by this agreement because of membership in the union. However, each officer shall be subject to the organization, constitution, work rules and shipping rules.

The union and the company understand that the Americans with Disabilities Act (ADA) imposes certain obligations on the company with respect to the employment rights of employees and applicants for employment. The union and the company agree to cooperate in efforts to comply with the provisions of the ADA, including the requirement that the company make reasonable accommodations in a good faith effort to accord equal employment opportunities to individuals with disabilities.

## 31. Drug Testing

Any person covered by the provisions of this agreement shall be required to submit to testing for controlled substances in accordance with the company's drug-free workplace policy, under the following circumstances:

- a. Where reasonable suspicion as established by the USCG regulations exists to believe they are under the influence of a controlled substance
- b. Where the employer is required to conduct such testing by applicable las, where the applicable law requires random testing of a selected vessel. The company shall have the right to test any licensed engineer subject to this agreement.

#### 32. Carrier Initiative Agreement

The parties hereto agree that the licensed engineers shall give their full support to implementation of the Carrier Initiative Agreement, as submitted to the union by the company at the time this CBA is executed.

#### 33. War Risk Bonus

All licensed engineers employed on a contracted vessel in a war zone or any areas rendered unsafe by the virtue of hostilities shall receive a monthly war risk bonus equal to 100% of such licensed engineer's monthly base wages, or pro rata share thereof. In such event, the parties shall meet to negotiate other special benefits, such as life insurance, as appropriate.

#### 34. Piracv

In the case of a Seafarer who becomes captive or otherwise prevented from sailing as a result of an act of piracy or hijacking. the Seafarer's employment status and entitlements under this Agreement shall continue until the Seafarer's release and thereafter until the Seafarer is safely repatriated to his/her port

of engagement or home of record and all Company contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual fringe benefits. The Company shall also make every effort to provide captured Seafarers, with extra protection, food, welfare, medical and any other assistance deemed necessary under the circumstances.

## 35. Food on Vessels

On vessels engaged in foreign trades, fresh milk and fresh fruits shall be supplied upon arrival in the first American port. It is agreed that the MEBA Training Plan shall retain a qualified, mutually agreed upon dietician or nutritionist to evaluate the menus and food selections and nutritional needs of the licensed engineers aboard the vessels for the purposes of making recommendations to the parties for more healthful meals aboard the vessels.

#### 36. Maneuvering

During Maneuvering, at least one Licensed Assistant Engineer shall be on duty in the engine room, with the specific understanding that the Chief Engineer will not perform the duties traditionally performed by the Assistant Engineers.

## 37. Maritime Academy Midshipmen

The parties agree that the company may select and place aboard its vessels Maritime Academy Engineering Midshipmen, who are otherwise eligible, for training and observation of its vessel's engine room operations.

#### 38. Arbitration

The second paragraph of Section 4 (a) of the Agreement (Dry Cargo) shall be deleted.

#### 39. Wages

Notwithstanding any other provisions contained in this Memorandum, no Licensed Officer shall be paid a monthly base wage or hourly overtime rate less than the monthly base wage or overtime rate paid to any unlicensed personnel aboard the vessel(s). Should this paragraph trigger an increase to any Licensed Officers' wages, then an identical increase to all Licensed Officers' wages shall be made to maintain the same monetary differential between the various ratings of Licensed Officers as before the trigger. It understood that only the base wage and overtime rate of the Engineers shall be the determining factors for this provision.

#### 40. Turnover Wages

a. Effective May 1, 2024, Section 7 (i) of the 1986-1990 Dry Cargo Agreement shall be modified as follows: In American domestic ports, when both Officers are required to work on the same day, both Officers shall receive contractual wages including overtime, if applicable, and all fringe benefit contributions for all such time worked.

#### 41. Subsistence and Room Allowance

- a. Daily subsistence shall be \$38.00 (\$6.00 for breakfast, \$12.00 for lunch, and \$20.00 for dinner).
- b. Daily room allowance shall be \$40.00, provided the officer does not remain on board the vessel. If the officer remains on board, the rate shall be \$6.50.

## 42. Transportation

- a. All domestic air travel shall be one level above basic economy class up to Economy Plus (or equivalent depending upon airline), not to include Business Class or similar. The company shall book Officer domestic travel to be that of Economy Plus or equivalent, provided the fare does not exceed the cost of the economy fare by more than \$100.00 dollars. If the Company does not provide Economy Plus fare, up to \$100.00 shall be reimbursed to the member for upgrades of their choosing with proper receipt.
- b. If a Senior Officer chooses to rent a car for travel and accepts cash in lieu of transportation as set forth in Section 29 (g) of the 1986-1990 Dry Cargo Agreement, the Officer shall receive an amount of cash equal to the full cost of economy class air transportation between the (2) ports. If the cost of the rental car is more expensive than the cost of the economy class air transportation, the Senior Officer shall be reimbursed up to \$100.00 above the cost of the air transportation with receipts provided.
- c. Effective January 1, 2022, for domestic travel, when a Senior Officer is requested by the Company to travel the day prior to the reporting date aboard the vessel, the Company shall pay the Senior Officer their daily base wage rate. exclusive of any fringe benefit contributions.
- d. The Company shall make efforts to identify vetted ground transportation providers that are able to take Officers directly from the airport to the ship and vice-versa, paid directly by the Company. These providers will also be given to Officers for personal shore leave, but at the Officers expense. The Union recognizes the Company has no control over terminal security measures that may preclude this from happening, but each party commits to the importance of providing safe and reliable transportation for the Officers.
- e. All air transportation for 3AE riding officers under this agreement shall be regular tourist (Economy) class.
- f. It is agreed that to maintain travel budget that job call for the billet of "additional riding 3A/E" will only be opened to the ports of Charleston, Jacksonville and Norfolk, and will be filled in normal fashion in accordance with the shipping rules by these union halls.

#### 43. Maintenance and Cure

Effective January 1, 2022, the daily maintenance rate of (\$8.00) established in Section 35 of the 1986-1990 Dry Cargo Agreement shall be increased to a daily rate of (\$50.00) payable to the mariner weekly at the conclusion of the payment of unearned wages. To be clear, under general maritime law doctrine, unearned wages are payable until the voyage ends. the date the seaman's articles expire, or the date the seaman is found fit for duty, whichever occurs first.

## 44. Additional Engineers to cover gapped Electrician billets

- a. Notwithstanding that the Union does not desire, nor does it seek, to increase its contractual jurisdiction beyond what exists onboard the vessels covered by the Agreement and Memorandum, in the event the Company requires an additional engineer above contractual manning for the purposes of performing unlicensed electrician work, the following shall apply:
  - i. The Company shall have right of selection from members and applicants of the Union, provided all engineers clear from a Union hiring hall.

- The utilization, frequency, number, location and duration of the assignment shall be at the discretion of the Company. All transportation provisions shall apply.
- iii. The pay rate of this position shall be Third Assistant Engineer and the engineer shall receive a USCG Discharge as Third Assistant Engineer. If the engineer assigned to this position holds a valid EOT endorsement, the engineer shall be paid as a Second Assistant Engineer and the discharge shall read Second Assistant Engineer if they hold and ETO endorsement and a Second Assistant Engineer license or higher.
- iv. The additional engineer shall not receive the premium rate for performing any unlicensed electrical duties. The additional engineer shall receive the Premium rate for performing any other unlicensed work not related to electrical duties.
- b. This provision may be terminated at any time with 30-day advance written notice to the other party, excepting any assistant engineer currently dispatched to a vessel shall be allowed to complete their assignments.

## Annex 1: Listing of Consolidated Materials

- 1986-1990 Dry Cargo Agreement
- September 19, 1990 MEBA-Lykes Side Letter
- June 16, 1990 MOU MEBA-Lykes
- June 15, 1994 MOU MEBA-Lykes
- June 30, 1994 MEBA-Lykes Side Letter
- July 13, 1994 MEBA-Lykes Side Letter
- September 12, 1997 MEBA-Lykes Side Letter
- October 3, 1997 MEBA-FVM Side Letter
- July 1, 1998 MOU MEBA-MP&P
- June 15, 2002 MOU MEBA-MP&P
- December 22, 2004 MOU MEBA-MP&P
- January 4, 2012 MOU MEBA-MP&P
- March 4, 2016 MOU MEBA-MP&P
- October 24, 2018 MOU MEBA-MP&P
- November 18, 2020 MOU MEBA-MP&P
- March 1, 2021 MOU MEBA-MP&P
- April 1, 2021 MOU MEBA-MP&P
- January 3, 2022 Arbitration Agreement
- November 30, 2021 LOU MEBA-MP&P
- December 3, 2021 MEBA-MP&P MOU
- December 1, 2023 MOU MEBA-MP&P

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